

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

APPLE INC.,
Petitioner,

v.

APEX BEAM TECHNOLOGIES LLC,
Patent Owner.

IPR2025-00894 (Patent 10,462,767 B2)
IPR2025-00895 (Patent 10,568,113 B2)
IPR2025-00896 (Patent 10,912,081 B2)
IPR2025-00897 (Patent 10,944,527 B2)
IPR2025-00898 (Patent 10,951,271 B2)
IPR2025-00900 (Patent 11,063,727 B2)
IPR2025-00901 (Patent 11,374,721 B2)
IPR2025-00903 (Patent 11,546,110 B2)
IPR2025-00904 (Patent 11,626,904 B2)
IPR2025-00905 (Patent 11,917,581 B2)
IPR2025-00906 (Patent 10,965,434 B1)
IPR2025-00907 (Patent 11,139,944 B2)
IPR2025-00908 (Patent 11,108,639 B2)
IPR2025-00909 (Patent 10,986,695 B1)
IPR2025-00910 (Patent 10,979,128 B1)
IPR2025-00911 (Patent 11,637,615 B2)¹

¹ For convenience, the Board addresses the termination of the above-identified 16 proceedings in a single order. The combined caption is for administrative convenience only and does not indicate that the above-listed proceedings have been joined. The parties are not authorized to use this caption without express permission of the Board.

IPR2025-00894 (Pat. 10,462,767 B2); IPR2025-00895 (Pat. 10,568,113 B2);
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IPR2025-00910 (Pat. 10,979,128 B1); IPR2025-00911 (Pat. 11,637,615 B2)

Before JEFFREY S. SMITH, SCOTT A. DANIELS, KEVIN W. CHERRY,
JOHN D. HAMANN, and SCOTT RAEVSKY,
*Administrative Patent Judges.*²

Per Curiam.

TERMINATION
Due to Settlement After Institution of Trial
35 U.S.C. § 317; 37 C.F.R. § 42.74

² The listing of Judges here does not expand any of the panels.

IPR2025-00894 (Pat. 10,462,767 B2); IPR2025-00895 (Pat. 10,568,113 B2); IPR2025-00896 (Pat. 10,912,081 B2); IPR2025-00897 (Pat. 10,944,527 B2); IPR2025-00898 (Pat. 10,951,271 B2); IPR2025-00900 (Pat. 11,063,727 B2); IPR2025-00901 (Pat. 11,374,721 B2); IPR2025-00903 (Pat. 11,546,110 B2); IPR2025-00904 (Pat. 11,626,904 B2); IPR2025-00905 (Pat. 11,917,581 B2); IPR2025-00906 (Pat. 10,965,434 B1); IPR2025-00907 (Pat. 11,139,944 B2); IPR2025-00908 (Pat. 11,108,639 B2); IPR2025-00909 (Pat. 10,986,695 B1); IPR2025-00910 (Pat. 10,979,128 B1); IPR2025-00911 (Pat. 11,637,615 B2)

I. INTRODUCTION

With the Board’s authorization, Petitioner Apple Inc. and Patent Owner Apex Beam Technologies LLC (collectively referred to as “the Parties”) filed Joint Motions to Terminate the above-identified proceedings due to settlement. Paper 17 (“Joint Motion”).³ In support of the Joint Motions, Patent Owner filed copies of the confidential settlement agreement and release (Exs. 2004, 2005 (“Settlement Agreements”)), as well as Joint Requests to Treat Agreement as Business Confidential Information (Paper 18 (“Joint Request”)) pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74.

II. DISCUSSION

In the Joint Motion, the Parties represent that they have reached an agreement to resolve their disputes in the above-identified *inter partes* review proceedings, and that the filed copies of the Settlement Agreements

³ For purposes of expediency, we cite to papers and exhibit filed in IPR2025-00894. The Parties submitted similar papers and exhibits in IPR2025-00895 (Papers 18, 19; Exs. 2004, 2005), IPR2025-00896 (Papers 17, 18; Exs. 2004, 2005), IPR2025-00897 (Papers 15, 16; Exs. 2004, 2005), IPR2025-00898 (Papers 20, 21; Exs. 2004, 2005), IPR2025-00900 (Papers 18, 19; Exs. 2004, 2005), IPR2025-00901 (Papers 17, 18; Exs. 2004, 2005), IPR2025-00903 (Papers 16, 17; Exs. 2004, 2005), IPR2025-00904 (Papers 18, 19; Exs. 2004, 2005); IPR2025-00905 (Papers 17, 18; Exs. 2004, 2005), IPR2025-00906 (Papers 19, 20; Exs. 2004, 2005); IPR2025-00907 (Papers 20, 21; Exs. 2004, 2005); IPR2025-00908 (Papers 16, 17; Exs. 2004, 2005), IPR2025-00909 (Papers 17, 18; Exs. 2004, 2005), IPR2025-00910 (Papers 17, 18; Exs. 2004, 2005), and IPR2025-00911 (Papers 17, 18; Exs. 2004, 2005).

IPR2025-00894 (Pat. 10,462,767 B2); IPR2025-00895 (Pat. 10,568,113 B2); IPR2025-00896 (Pat. 10,912,081 B2); IPR2025-00897 (Pat. 10,944,527 B2); IPR2025-00898 (Pat. 10,951,271 B2); IPR2025-00900 (Pat. 11,063,727 B2); IPR2025-00901 (Pat. 11,374,721 B2); IPR2025-00903 (Pat. 11,546,110 B2); IPR2025-00904 (Pat. 11,626,904 B2); IPR2025-00905 (Pat. 11,917,581 B2); IPR2025-00906 (Pat. 10,965,434 B1); IPR2025-00907 (Pat. 11,139,944 B2); IPR2025-00908 (Pat. 11,108,639 B2); IPR2025-00909 (Pat. 10,986,695 B1); IPR2025-00910 (Pat. 10,979,128 B1); IPR2025-00911 (Pat. 11,637,615 B2)

are true copies.⁴ Joint Motion 1–3. The Parties further represent that they have reached a resolution as to all the disputes in the above-identified proceedings and as to U.S. Patent Nos. 10,462,767 B2; 10,568,113 B2; 10,912,081 B2; 10,944,527 B2; 10,951,271 B2; 11,063,727 B2; 11,374,721 B2; 11,546,110 B2; 11,626,904 B2; 11,917,581 B2; 10,965,434 B1; 11,139,944 B2; 11,108,639 B2; 10,986,695 B1; 10,979,128 B1; and 11,637,615 B2. *Id.* at 2. The Parties certify that there are no other agreements, oral or written, between the Parties made in connection with, or in contemplation of, the termination of these proceedings. *Id.* at 3.

Under 35 U.S.C. § 317(a), “[a]n inter partes review instituted under this chapter shall be terminated with respect to any petitioner upon the joint request of the petitioner and the patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed.” Section 35 U.S.C. § 317(a) also provides that if no petitioner remains in the *inter partes* review, the Office may terminate the review.

We instituted trials in IPR2025-00894 (Paper 13) on December 2, 2025; IPR2025-00895 (Paper 12) on November 5, 2025; IPR2025-00896 (Paper 11) on November 14, 2025; IPR2025-00897 (Paper 11) on December 8, 2025; IPR2025-00898 (Paper 14) on November 4, 2025; IPR2025-00900

⁴ Patent Owner clarified that Exhibit B of Exhibit 2004 is included as Schedule 1 of Exhibit 2005. *See* Ex. 3001.

IPR2025-00894 (Pat. 10,462,767 B2); IPR2025-00895 (Pat. 10,568,113 B2); IPR2025-00896 (Pat. 10,912,081 B2); IPR2025-00897 (Pat. 10,944,527 B2); IPR2025-00898 (Pat. 10,951,271 B2); IPR2025-00900 (Pat. 11,063,727 B2); IPR2025-00901 (Pat. 11,374,721 B2); IPR2025-00903 (Pat. 11,546,110 B2); IPR2025-00904 (Pat. 11,626,904 B2); IPR2025-00905 (Pat. 11,917,581 B2); IPR2025-00906 (Pat. 10,965,434 B1); IPR2025-00907 (Pat. 11,139,944 B2); IPR2025-00908 (Pat. 11,108,639 B2); IPR2025-00909 (Pat. 10,986,695 B1); IPR2025-00910 (Pat. 10,979,128 B1); IPR2025-00911 (Pat. 11,637,615 B2)

(Paper 11) on October 31, 2025; IPR2025-00901 (Paper 11) on November 14, 2025; IPR2025-00903 (Paper 11) on December 5, 2025; IPR2025-00904 (Paper 12) on December 2, 2025; IPR2025-00905 (Paper 13) on December 2, 2025; IPR2025-00906 (Paper 13) on November 21, 2025; IPR2025-00907 (Paper 11) on November 14, 2025; IPR2025-00908 (Paper 11) on December 5, 2025; IPR2025-00909 (Paper 11) on November 14, 2025; IPR2025-00910 (Paper 11) on November 14, 2025; and IPR2025-00911 (Paper 11) on November 14, 2025. We have not yet decided the merits of these proceedings, and final written decisions have not been entered in these proceedings. Notwithstanding that the proceedings have moved beyond the preliminary stage, the Parties have shown adequately that the termination of the proceedings is appropriate. Furthermore, there are strong public policy reasons to favor settlement between the parties to a proceeding. *See* Patent Trial and Appeal Board, Trial Practice Guide (Dec. 2025), *available at* <https://www.uspto.gov/patents/ptab/trial-practice-guide>. Under these circumstances, we determine that good cause exists to terminate these proceedings with respect to the Parties.

After reviewing each of the Settlement Agreements, we find that the Settlement Agreements contain confidential business information regarding the terms of settlement, and therefore determine that good cause exists to treat the Settlement Agreements as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c) and keep them

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separate from the files of the challenged patents.

This Order does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

III. ORDER

Accordingly, for the reasons discussed above, it is:

ORDERED that the Joint Motions to Terminate (IPR2025-00894, Paper 17; IPR2025-00895, Paper 18; IPR2025-00896, Paper 17; IPR2025-00897, Paper 15; IPR2025-00898, Paper 20; IPR2025-00900, Paper 18; IPR2025-00901, Paper 17; IPR2025-00903, Paper 16; IPR2025-00904, Paper 18; IPR2025-00905, Paper 17; IPR2025-00906, Paper 19; IPR2025-00907, Paper 20; IPR2025-00908, Paper 16; IPR2025-00909, Paper 17; IPR2025-00910, Paper 17; and IPR2025-00911, Paper 17) are *granted*, and IPR2025-00894, IPR2025-00895, IPR2025-00896, IPR2025-00897, IPR2025-00898, IPR2025-00900, IPR2025-00901, IPR2025-00903, IPR2025-00904, IPR2025-00905, IPR2025-00906, IPR2025-00907, IPR2025-00908, IPR2025-00909, IPR2025-00910 and IPR2025-00911 are *terminated* with respect to the Parties pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72; and

FURTHER ORDERED that the Joint Requests to Treat Agreement as Business Confidential Information (IPR2025-00894, Paper 18; IPR2025-00895, Paper 19; IPR2025-00896, Paper 18; IPR2025-00897, Paper 16; IPR2025-00898, Paper 21; IPR2025-00900, Paper 19; IPR2025-00901,

IPR2025-00894 (Pat. 10,462,767 B2); IPR2025-00895 (Pat. 10,568,113 B2); IPR2025-00896 (Pat. 10,912,081 B2); IPR2025-00897 (Pat. 10,944,527 B2); IPR2025-00898 (Pat. 10,951,271 B2); IPR2025-00900 (Pat. 11,063,727 B2); IPR2025-00901 (Pat. 11,374,721 B2); IPR2025-00903 (Pat. 11,546,110 B2); IPR2025-00904 (Pat. 11,626,904 B2); IPR2025-00905 (Pat. 11,917,581 B2); IPR2025-00906 (Pat. 10,965,434 B1); IPR2025-00907 (Pat. 11,139,944 B2); IPR2025-00908 (Pat. 11,108,639 B2); IPR2025-00909 (Pat. 10,986,695 B1); IPR2025-00910 (Pat. 10,979,128 B1); IPR2025-00911 (Pat. 11,637,615 B2)

Paper 18; IPR2025-00903, Paper 17; IPR2025-00904, Paper 19; IPR2025-00905, Paper 18; IPR2025-00906, Paper 20; IPR2025-00907, Paper 21; IPR2025-00908, Paper 17; IPR2025-00909, Paper 18; IPR2025-00910, Paper 18; and IPR2025-00911, Paper 18) are *granted*, and the Settlement Agreements (Exs. 2004 and 2005 in each of the above-identified proceedings) shall be kept separate from the files of the involved patents (U.S. Patent Nos. 10,462,767 B2; 10,568,113 B2; 10,912,081 B2; 10,944,527 B2; 10,951,271 B2; 11,063,727 B2; 11,374,721 B2; 11,546,110 B2; 11,626,904 B2; 11,917,581 B2; 10,965,434 B1; 11,139,944 B2; 11,108,639 B2; 10,986,695 B1; 10,979,128 B1; and 11,637,615 B2), and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

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