

September 4, 2025

VIA E-MAIL

Renée Mosley Delcollo
renee.delcollo@gtlaw.com

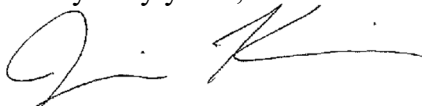
Jessica C. Kaiser
JKaiser@perkinscoie.com
D. +1.303.454.2907
F. +1.303.291.2400

Re: *ImagineAR, Inc. v. Niantic, Inc.*, 1:24-cv-01252 (D. Del.); and *Niantic, Inc. v. ImagineAR, Inc.*, IPR2025-01273, IPR2025-01274, IPR2025-01275, IPR2025-01276

Counsel:

In connection with IPR2025-01273, IPR2025-01274, IPR2025-01275, IPR2025-01276, Petitioner Niantic, Inc. ("Petitioner") hereby stipulates and agrees that, if the PTAB institutes an *inter partes* review ("IPR") in IPR2025-01273, IPR2025-01274, IPR2025-01275, IPR2025-01276, Petitioner will be bound by the full scope of the estoppel under 35 U.S.C. § 315(e)(2) in *ImagineAR, Inc. v. Niantic, Inc.*, 1:24-cv-01252 (D. Del.) as of the date of the PTAB's institution decision on the merits (i.e., Petitioner will forgo invalidity in district court based on "any ground that the petitioner raised or reasonably could have raised during that inter partes review") for the patent at issue in each instituted IPR. *See also Sotera Wireless, Inc. v. Masimo Corp.*, IPR2020-01019, Paper 12, 18-19 (PTAB Dec. 1, 2020) (precedential as to § II.A). Accordingly, this stipulation ensures that IPR2025-01273, IPR2025-01274, IPR2025-01275, IPR2025-01276 would be a "true alternative" to the district court proceeding (*Sotera*, Paper 12, 18-19) because Petitioner agrees not to pursue any grounds after institution in the district court that are within the scope of the statutory estoppel (i.e., any grounds that the statute would preclude Petitioner from pursuing after Final Written Decision for example if the district court were to stay the IPR pending Final Written Decision).

Very truly yours,



Jessica C. Kaiser

cc: James J. Lukas, Jr. - lukasj@gtlaw.com
Matthew S. Levinstein - levinsteinm@gtlaw.com
Sean Patchin, Jr. - sean.patchin@gtlaw.com
Patrick J. Owens - patrick.owens@gtlaw.com
Benjamin P. Gilford - gilfordb@gtlaw.com
Erik M. Bokar - bokare@gtlaw.com