

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

AIRWALLEX PTY. LTD.,
Petitioner

v.

INTERCURRENCY SOFTWARE LLC,
Patent Owner.

Case IPR2025-01446

U.S. Patent No. 11,620,701

**UNOPPOSED MOTION TO WITHDRAW
PETITION AND TERMINATE *INTER PARTES* REVIEW**

EXHIBIT LIST

No.	Reference	Referred To As
1001	U.S. Patent No. 11,620,701	'701 Patent
1002	Prosecution History of U.S. Patent No. 11,620,701	'701 Patent File History
1003	Declaration of Marc Reid	Reid Decl.
1004	U.S. Patent Pub. US2002/0087454A1	Calo
1005	U.S. Patent Pub. US2006/0095361A1	Rude
1006	U.S. Patent Pub. US2004/0236664A1	Sellberg
1007	U.S. Patent Pub. US2002/0023053 A1	Szoc
1008	U.S. Patent Pub. US2004/0267655A1	Davidowitz
1009	First Amended Complaint, <i>Intercurrency Software LLC v. Airwallex Pty. Ltd.</i> , 2:24-cv-1011 (E.D. Tex. April 18, 2025), Dkt. 16	First Amended Complaint
1010	Patent Owner's Infringement Contentions	Infringement Contentions
1011	<i>Askelladden LLC v. Intercurrency Software LLC</i> , IPR2024-00375, Paper 17, Final Written Decision (PTAB, Jul. 1, 2025)	'863 Patent FWD
1012	<i>Askelladden LLC v. Intercurrency Software LLC</i> , IPR2024-00376, Paper XX, Final Written Decision (PTAB, Jul. XX, 2025)	'107 Patent FWD I
1013	<i>Askelladden LLC v. Intercurrency Software LLC</i> , IPR2024-00377, Paper XX, Final Written Decision (PTAB, Jul. XX, 2025)	'107 Patent FWD II
1014	<i>Askelladden LLC v. Intercurrency Software LLC</i> , IPR2024-00378, Paper 17, Final Written Decision (PTAB, Jul. 1, 2025)	'930 Patent FWD

1015	Dagfinn Rime, <i>New Electronic Trading Systems in Foreign Exchange Markets</i> , New Economy Handbook, Chapter 21, pp. 469-504 (2003)	Electronic Trading Systems
1016	Lawrence J. Gitman & Michael D. Joehnk, <i>Fundamentals of Investing</i> (5th ed. 1993)	Fundamentals of Investing
1017	Peter Rosenstreich, <i>FOREX Revolution, An Insider's Guide to the Real World of Foreign Exchange Trading</i> 24-25 (1995). Library of Cong.: Cat. No. 2005921697	Rosenstreich
1018	Cornelius Luca, <i>Trading in the Global Currency Markets, An Insider's Guide to the Real World of Foreign Exchange Trading</i> (2005). Library of Cong.: ISBN 0-13-293424-8, HG3851.L83 1995	Luca
1019	Traders Magazine, <i>OMS Solutions: The Buysides Key to the Trading Highway</i> , Editorial Staff, July 5, 2006	Traders Magazine
1020	Petitioner's August 28, 2025 Stipulation Email to Counsel for Patent Owner	Stipulation
1021	Confidential Settlement Agreement	Settlement Agreement
1022	Joint Stipulation of Dismissal with Prejudice, <i>Intercurrency Software LLC v. Airwallex Pty. Ltd.</i> , 2:24-cv-1011 (E.D. Tex. September 12, 2025), Dkt. 51	Joint Stipulation of Dismissal

I. STATEMENT OF RELIEF REQUESTED

Pursuant to the Board’s authorization via email on September 16, 2025, Petitioner Airwallex Pty. Ltd (“Petitioner”) respectfully moves to withdraw its Petition in the above-captioned proceeding as a result of a written settlement agreement between Petitioner and Intercurrency Software LLC (“Patent Owner”) and requests that the Board terminate this proceeding. Petitioner has met and conferred with Patent Owner. Patent Owner does not oppose the relief requested in this motion or termination of the proceeding.

Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(b), Petitioner submits concurrently herewith a true and correct copy of the confidential settlement agreement governing the resolution of this *inter partes* review and the underlying litigation. See EX1021. Separately and also pursuant to the Board’s authorization, Petitioner and Patent Owner (“the Parties”) have jointly moved to file the written settlement agreement referenced in this motion – Exhibit 1021 – as business confidential information, and to have it maintained separately from the file of U.S. Patent No. 11,620,701. There are no other agreements, oral or written, between the parties made in connection with, or in contemplation of, the termination of this proceeding.

II. ARGUMENT

A. Good cause exists to withdraw the Petition and terminate this proceeding.

“The Board expects that a proceeding will terminate after the filing of a settlement agreement, unless the Board has already decided the merits of the proceeding.” Patent Trial and Appeal Board Consolidated Trial Practice Guide (Nov. 2019) at 86 (citing 35 U.S.C. §§ 317(a), 327); *see also id.* (“There are strong public policy reasons to favor settlement between the parties to a proceeding.”); 37 C.F.R. § 42.72 (“The Board may terminate a trial without rendering a final written decision, where appropriate[.]”). Here, Petitioner respectfully submits that withdrawal of the Petition and termination of the proceeding is appropriate because the parties have reached an agreement that resolves all disputes between the parties involving U.S. Patent No. 11,620,701 (the “’701 Patent”) at issue in the above-captioned inter partes review and the Board has not issued a final written decision or decided the merits of the proceeding. *See* EX1021. Indeed, this case is in the earliest stage. The Petition was filed on August 29, 2025. Patent Owner has not filed a preliminary response, and the Board has not issued an institution decision. Moreover, the parties filed a Joint Stipulation of Dismissal with Prejudice in the United States District Court for the Eastern District of Texas on September 12, 2025, in the underlying lawsuit styled *Intercurrency Software LLC v. Airwallex Pty. Ltd.*, Case No. 2:24-cv-1011 (E.D.

Tex.). See EX1022. Neither Petitioner nor Patent Owner will be prejudiced by termination of this proceeding.

B. Identification of Parties and Status of Litigation

As noted above, a Joint Stipulation of Dismissal with Prejudice has been filed in the underlying district court litigation between the parties. Patent Owner is the plaintiff in the district court litigation. Petitioner is the named defendant in the district court litigation. Airwallex Pty. Ltd is the only Petitioner in this proceeding, meaning that the Petition can be withdrawn and this proceeding can be terminated in its entirety pursuant to this motion.

III. CONCLUSION

For the reasons set forth above, Petitioner has complied with the requirements of 35 U.S.C. § 317 and 37 C.F.R. §§ 42.72 and 42.74, and it is appropriate for the Board to withdraw the Petition and terminate the above-captioned *inter partes* review proceeding. Petitioner respectfully requests that the Board grant this unopposed motion to withdraw the Petition and terminate this proceeding.

Dated: September 16, 2025

Respectfully submitted,

By: /B. Clayton McCraw/

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CERTIFICATE OF SERVICE

Pursuant to 37 C.F.R. § 42.6(e), the undersigned certifies that on September 16, 2025, a complete and entire copy of this **UNOPPOSED MOTION TO WITHDRAW PETITION AND TERMINATE INTER PARTES REVIEW** and Exhibits 1021-1022 were served on Patent Owner via United Parcel Service, postage prepaid, at the correspondence address of record for the '701 Patent:

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