

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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NINTENDO CO., LTD., and  
NINTENDO OF AMERICA INC.,  
Petitioners

v.

MALIKIE INNOVATIONS LTD.,  
Patent Owner

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Case No. IPR2026-00005  
Patent No. 8,545,247

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**JOINT MOTION TO TERMINATE *INTER PARTES* REVIEW**

Pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.71(a) and authorization provided by Director on December 2, 2025, Petitioners Nintendo Co., Ltd., and Nintendo of America Inc., (“Petitioners”) and Patent Owner Malikie Innovations Ltd. (“Patent Owner”) (collectively, the “Parties”) jointly request termination of this *inter partes* review of U.S. Patent 8,545,247 (“the ’247 Patent”), case no. IPR2026-00005.

The Parties note that the Decision on Institution is pending, and this Joint Motion is filed prior to the statutory deadline for Patent Owner to file its Preliminary Response and for the Director to issue a decision on institution.

## **I. Background**

On October 8, 2025, Petitioners filed a petition for *inter partes* review, challenging the ’247 Patent (Paper 2). On October 14, 2025, the PTAB issued a Notice of Filing Date Accorded to Petition and Time For Filing Patent Owner Preliminary Response (Paper 4).

The Parties have entered into an agreement (the “Agreement”) that fully resolves their dispute concerning the ’247 Patent. As a result of the Agreement, Patent Owner’s claims against Petitioner in the following related lawsuit have been dismissed with prejudice: *Malikie Innovations Ltd., et al. v. Nintendo Co., Ltd., et al.*, Case No. 2:24-cv-01490-JLR (W.D. Wash.). The Parties have also agreed to jointly request termination of the present *inter partes* review.

The Parties are concurrently filing a copy of the confidential Agreement as Exhibit 2001 along with a request to treat it as confidential business information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). Ex. 2001 is being filed as “Parties and Board Only.”

Pursuant to 37 C.F.R. § 42.74(b), there are no other collateral agreements or understandings, oral or written, between the parties made in connection with, or in contemplation of, the termination of the present proceeding, and Ex. 2001 represents a true and accurate copy of the agreement between the Parties that resolves the present proceeding.

## **II. Termination is Appropriate**

The Parties respectfully submit that termination is appropriate. The relevant statutory provision on termination provides that an *inter partes* review “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.” 35 U.S.C. § 317(a).

Termination is appropriate as the Director has not yet “decided the merits of the proceeding.” Consolidated Trial Practice Guide, 86. Petitioner filed its petition for *inter partes* review on October 8, 2025. The proceeding is in its early stages; trial has not been instituted.

Termination further promotes the Congressional goal of establishing a more efficient patent system by limiting unnecessary and counterproductive costs. *See* Changes to Implement Inter Partes Review Proceedings, Post-Grant Review Proceedings, and Transitional Program for Covered Business Method Patents, 77 Fed. Reg. 48,680 (Aug. 14, 2012). Permitting termination as to all parties provides certainty and fosters an environment that promotes resolutions, creating a timely, cost-effective alternative to litigation.

As noted above, the Parties have reached an Agreement that fully resolves their dispute concerning the '247 Patent, including the district court litigation and requesting termination of this *inter partes* review. The Director will conserve resources if he terminates this *inter partes* review now because termination will obviate the need for further proceedings such as an institution decision, briefing, depositions, and a hearing. Accordingly, under 35 U.S.C. § 317(a), the Parties respectfully submit that the proceeding should be terminated upon this joint request.

Additionally, the Parties respectfully submit that the concurrent request to treat the Parties' Agreement as confidential business information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c) should be granted.

Respectfully submitted,

Date: December 2, 2025

/Patrick Colsher/

Patrick Colsher

Lead Counsel for Patent Owner

Registration No. 74,955

/Matthew J. Brigham/

Matthew J. Brigham

Lead Counsel for Petitioners

Registration No. 44,047

**PATENT OWNER'S EXHIBIT LIST**

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| Ex. 2001 | [ <i>Confidential</i> ] Agreement |
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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing was served via email on December 2, 2025, upon the following counsel of record for Petitioner:

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