UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ATOSSA THERAPEUTICS, INC.,
Petitioner,

v.

JINA PHARMACEUTICALS, INC.,
Patent Owner

Case PGR2026-00015
Patent 12,245,997

PETITIONER'S AND PATENT OWNER'S JOINT MOTION TO TERMINATE PURSUANT TO 35 U.S.C. § 327

I. STATEMENT OF RELIEF REQUESTED

Pursuant to 35 U.S.C. § 327(a) and 37 C.F.R. § 42.72, Petitioner Atossa Therapeutics, Inc. ("Atossa") and Patent Owner Jina Pharmaceuticals, Inc. ("Jina") jointly request termination of Atossa from PGR2026-00015 concerning U.S. Patent No. 12,245,997 ("the '997 patent"). In addition, the parties request that this proceeding be terminated in its entirety.

Atossa and Jina notified the Board of their settlement on April 13, 2026, and received authorization to file this joint motion to terminate on April 13, 2026.

II. STATEMENT OF FACTS

In support of the Motion to Terminate Proceeding, Atossa and Jina state as follows:

Atossa filed a petition for post-grant review on December 10, 2025, and Jina filed a request for discretionary denial on February 12, 2026, an amended request for discretionary denial on March 9, 2026, and a preliminary response on March 26, 2026. Atossa filed an opposition to Jina's amended request for discretionary denial on March 26, 2026.

Atossa and Jina have settled their dispute relating to the '997 patent and related patents, and have agreed to move to terminate this post-grant review.

The parties' Settlement Agreement has been made in writing, and a true and correct copy will be concurrently filed with this Office as business confidential

information pursuant to 35 U.S.C. § 327(b) as Exhibit 1012. There are no collateral agreements. Because the Settlement Agreement is confidential, Petitioner and Patent Owner respectfully request that it be treated as business confidential information, be kept separate from the underlying patent file, and be made available only as provided in 35 U.S.C. § 327(b) and 37 C.F.R. § 42.74(c), and have filed herewith a separate paper setting forth this request.

III. RELATED LITIGATION

There are no pending district court litigations involving the '997 patent. There are no other PTAB proceedings involving the '997 patent.

IV. ARGUMENT

The statutory provision on a settlement relating to post-grant review provides that a post-grant 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. § 327(a). Because the Board has not decided the merits of this proceeding, and because Atossa and Jina have jointly requested termination, the Board should terminate Atossa under § 327(a).

Atossa and Jina request that this proceeding be terminated in its entirety. Section 327(a) further provides that, "[i]f no petitioner remains in the post-grant review, the Office may terminate the review or proceed to final written decision

under section 328(a)." *Id.* This proceeding was recently instituted, and termination would save additional expenditure or resources by the Board, as well as by the parties, and would further the purpose of post-grant proceedings to provide an efficient and less costly alternative forum for patent disputes (including by encouraging settlement). The Board has routinely terminated proceedings at the request of settling parties in cases that have progressed much further than the present proceeding. *See, e.g.*, *Ascend Performance Materials Operations LLC v. Samsung SDI Co., LTD*, IPR2020-00349, Pap. 64, 2-5 (Mar. 3, 2022) (granting motion to terminate filed after issuance of final written decision and prior to the issuance of a new final written decision on remand from the Director); *Twitter Inc. v. Blackberry Ltd.*, IPR2019-01511, Pap. 9, 2 (Jan. 10, 2020) (granting pre-institution motion to terminate proceeding, explaining that "[t]his proceeding is in a preliminary stage. We have not entered a decision on whether to institute trial. Under the circumstances presented here, we determine that it is appropriate to terminate this preliminary proceeding with respect to both Petitioner and Patent Owner."); *Taiwan Semiconductor Mfg. Co. Ltd. v. Godo Kaisha IP Bridge 1*, IPR2017-01862, Pap. 39 (Jan. 24, 2019) (granting termination of proceeding in view of settlement two months after oral argument); *Petroleum Geo-Services Inc. v. WesternGeco LLC*, IPR2016-00407, Pap. 29 at 2, 3-4 (July 5, 2017) (terminating proceeding where parties notified the Board of settlement less than a week before the statutory deadline for a

final written decision); *Lam Research Corp. v. Flamm*, IPR2015-01764, Pap. 27, 4, 6 (Dec. 15, 2016) (granting full termination of proceeding after oral argument despite "extremely advanced nature" of proceeding, when "substantial resources—both on the part of the Board, as well as the parties—have been invested in this matter"); *Volusion, Inc. v. Versata Software, Inc.*, CBM2013-00018, Pap. 52, 2-3 (June 17, 2014) (granting motion to terminate instituted proceeding in its entirety after final oral hearing).

Indeed, the Board has stated an *expectation* that proceedings such as this will be terminated after the filing of a settlement agreement: "There are strong public policy reasons to favor settlement between the parties to a 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, at 86 (Nov. 2019) (emphasis added).

For at least the reasons noted above, the Board's expectation that such proceedings should be terminated is proper and well justified here.

V. CONCLUSION

For the foregoing reasons, Atossa and Jina respectfully request that the Board terminate Atossa, and grant this joint motion to terminate PGR2026-00015 in its entirety.

Dated: April 14, 2026

Respectfully submitted by:

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of PETITIONER'S AND PATENT OWNER'S JOINT MOTION TO TERMINATE PURSUANT TO 35 U.S.C. § 327 has been served in its entirety by causing the aforementioned document to be electronically mailed to the following attorneys of record for the Petitioner listed below:

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Dated: April 14, 2026

Respectfully submitted,

By: /s/*Sayem Osman*
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