

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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UNIKEY TECHNOLOGIES, INC.,  
Petitioner

v.

ASSA ABLOY AB  
Patent Owner

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Cases<sup>1</sup>  
IPR2015-01440 (7,706,778)  
IPR2015-01441 (8,150,374)

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Before RAMA G. ELLURU, BEVERLY M. BUNTING, and  
CHRISTOPHER G. PAULRAJ, *Administrative Patent Judges*.

BUNTING, *Administrative Patent Judge*.

JUDGMENT  
Termination of Proceedings  
35 U.S.C. § 317(a) and 37 C.F.R. § 42.72

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<sup>1</sup> This Order addresses issues that are identical in both cases. We exercise our discretion to issue one Order to be filed in each case. The parties are not authorized to use this style heading for any subsequent papers.

IPR2015-01440 (7,706,778)

IPR2015-01441 (8,150,374)

On October 1, 2015, UniKey Technologies, Inc. and ASSA ABLOY AB (collectively referred to as “the parties”) filed a joint motion to terminate each of these proceedings pursuant to a settlement agreement. Paper 7.<sup>2</sup> The parties also filed true copies of their written settlement agreement, made in connection with the termination of these proceedings, in accordance with 35 U.S.C. § 317(b) and 37 C.F.R. § 42.72. Ex. 1007. Additionally, the parties submitted joint requests to have their settlement agreement treated as confidential business information under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). Paper 8.

The parties submit that termination is appropriate because the parties have settled their dispute and have reached agreement to terminate both of these *inter partes* reviews. Paper 7 at 3. The parties represent that the settlement agreement ends all patent disputes between the parties, including their pending district court litigation, which was dismissed without prejudice. *Id.*

The Parties are reminded that the Board is not a party to the settlement, and may identify independently any question of patentability. 37 C.F.R. § 42.74(a). Generally, however, the Board expects that a proceeding will terminate after the filing of a settlement agreement. *See, e.g., Office Patent Trial Practice Guide*, 77 Fed. Reg. 48756, 48768 (Aug. 14, 2012). These proceedings are still in the preliminary stages, and the Board has not issued yet a decision to institute an *inter partes* review.

Under the circumstances, based on the record before us, we determine that it is appropriate to terminate each of these proceedings with respect to

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<sup>2</sup> Paper and exhibit numbers refer to IPR2015-01440.

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both Petitioner and Patent Owner, at this early juncture, to promote efficiency and minimize unnecessary costs. Based on the facts, it is appropriate to enter judgement terminating these proceedings without rendering a final written decision and treat the settlement agreement as business confidential information. *See* 35 U.S.C. § 317(a); 37 C.F.R. §§ 42.72 and 42.74(c).

### ORDER

In consideration of the foregoing, it is

ORDERED that the parties' joint request that the settlement agreement (Exhibit 1007) be treated as business confidential information under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), to be kept separate from the patent file, is GRANTED;

FURTHER ORDERED that the joint motions to terminate IPR2015-01440 and IPR2015-01441 is GRANTED; and

FURTHER ORDERED that these proceedings are TERMINATED.

IPR2015-01440 (7,706,778)

IPR2015-01441 (8,150,374)

For PETITIONER:

Steven Bauer

Joseph Capraro

Gerald Worth

PROSKAUER ROSE LLP

[PTABMattersBoston@proskauer.com](mailto:PTABMattersBoston@proskauer.com)

[jcapraro@proskauer.com](mailto:jcapraro@proskauer.com)

[gworth@proskauer.com](mailto:gworth@proskauer.com)

For PATENT OWNER:

Benjamin Deming

RUTAN & TUCKER, LLP

[bdeming@rutan.com](mailto:bdeming@rutan.com)