

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

RAVIN CROSSBOWS, LLC,
Petitioner,

v.

PRECISION SHOOTING EQUIPMENT, INC.,
Patent Owner.

Case IPR2017-01640
Patent 8,240,299 B2

Before BARRY L. GROSSMAN, BART A. GERSTENBLITH, and
SCOTT C. MOORE, *Administrative Patent Judges*.

GROSSMAN, *Administrative Patent Judge*.

DECISION

Granting Joint Motion to Terminate Proceeding

35 U.S.C. § 317(a); 37 C.F.R. § 42.72

Granting Joint Request to Treat Settlement Agreement
as Business Confidential Information

35 U.S.C. § 317(b); 37 C.F.R. § 42.74(c)

Granting Joint Motion to Expunge

37 C.F.R. § 42.7(a)

Pursuant to our e-mail authorizations on October 13, 2017, November 7, 2017, and November 20, 2017, Petitioner, Ravin Crossbows, LLC, and Patent Owner, Precision Shooting Equipment, Inc., filed a corrected Joint Motion to Terminate Proceeding (Paper 10, “Joint Motion to Terminate”) and a Joint Motion to File Settlement Agreement as Confidential Business Information (Paper 13, “Joint Motion re Business Confidential”). Pursuant to 37 C.F.R. § 42.74(b), the parties also filed what they represent is a true copy of their written settlement agreement (Paper 11, “Settlement Agreement”). The Settlement Agreement is also referred to as “Exhibit R1019.” *See* Joint Motion to Terminate, 4–5. There is no Exhibit R1019 in the record of this proceeding. Accordingly, we refer to Paper 11 as the Settlement Agreement. The Parties also filed a Joint Motion to Expunge the originally filed documents (Papers 7, 8, and 9), which refer in error to a related proceeding.

In this proceeding, a Petition for *Inter Partes* Review of U.S. Patent No. 8,240,299 B2 (“the ’299 patent”) was filed on June 19, 2017 (“the Petition”). *See* Papers 1, 5. We have *not* rendered a decision on institution in this proceeding.

In the Joint Motion to Terminate, the parties indicate that they have reached an agreement regarding all of their disputes involving the ’299 patent. Joint Motion to Terminate, 3–5. The parties’ settlement includes dismissing a related district court proceeding between the parties involving the ’299 patent. *Id.* at 2–3. The parties certify that the Settlement Agreement constitutes the entire understanding and agreement between the parties, and that there are no other collateral agreements or understandings

made in connection with, or in contemplation of, terminating this *inter partes* review. *Id.* at 4–5.

Under 35 U.S.C. § 317(a), “[a]n *inter partes* review instituted under this chapter shall be terminated with respect to any petitioner upon the joint request of the petitioner and patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed.” The parties indicate that termination as to both parties is appropriate here. As the parties note, we have not rendered a Final Written Decision on the merits. Joint Motion to Terminate, 4. Furthermore, we have not issued a decision on institution in this proceeding. In view of the circumstances presented in this proceeding, we agree that termination is appropriate. Indeed, there are strong public policy reasons to favor settlement between the parties to a proceeding. *Office Patent Trial Practice Guide*, 77 Fed. Reg. 48,756, 48,768 (Aug. 14, 2012). Accordingly, we determine that it is appropriate to terminate this proceeding without rendering a final written decision. *See* 37 C.F.R. § 42.72.

Accordingly, it is:

ORDERED that the Joint Motion to Expunge Paper Nos. 7, 8 and 9 (Paper 12) is *granted*;

FURTHER ORDERED that the Joint Motion (Paper 13) that the Settlement Agreement (Paper 11) be treated as business confidential information and kept separate from the file of U.S. Patent No. 8,240,299 B2, under the provisions of 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), is *granted*; and

FURTHER ORDERED that the Joint Motion to Terminate Proceeding (Paper 10) is *granted*, and this proceeding is hereby *terminated*.

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