UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SIG SAUER INC.,
Petitioner,

v.

TRUE VELOCITY, INC.,
Patent Owner.

Case No. IPR2025-00861
U.S. Patent No. 8,561,543

JOINT MOTION TO TERMINATE PROCEEDING PURSUANT TO 35 U.S.C. § 317 AND 37 C.F.R. § 42.72

LISTING OF EXHIBITS

Exhibit	Description
1001	U.S. Patent No. 8,561,543 ("the '543 Patent")
1002	Prosecution History of U.S. Patent No. 8,561,543 ("Prosecution History")
1003	Declaration of John Nixon ("Nixon Decl.")
1004	U.S. Patent No. 3,099,958 ("Daubenspeck")
1005	U.S. Patent Application No. 2007/0261587 ("Chung")
1006	George C. Nonte, Jr., Handloading for Handgunners (1978) ("Nonte")
1007	U.S. Patent No. 3,977,326 ("Anderson")
1008	International PCT Application No. WO 2008091245 ("Dittrich")
1009	International PCT Application No. WO 0034732A1 ("KayClough")
1010	Declaration of Dr. Sylvia D. Hall-Ellis
1011	Definition of cannelure: https://www.merriamwebster.com/dictionary/cannelure
1012	Curriculum Vitae of John Nixon
1013	*Intentionally left blank*
1014	*Intentionally left blank*
1015	*Intentionally left blank*
1016	*Intentionally left blank*
1017	Settlement Agreement (**CONFIDENTIAL**)

STATEMENT OF PRECISE RELIEF REQUESTED

Pursuant to 35 U.S.C. § 317 and 37 C.F.R. § 42.72, and the Board's authorization provided on September 29, 2025, Petitioner Sig Sauer Inc. and Patent Owner True Velocity, Inc. (collectively, the "Parties") hereby provide notice that they have reached a settlement agreement and jointly request termination of the *inter partes* review of U.S. Patent No. 8,561,543 (the "'543 Patent"), Case No. IPR2025-00861, with the United States Patent and Trademark Office.

I. TERMINATION IS APPROPRIATE

The basis for this Joint Motion is the settlement of all disputes between the Parties, including lawsuits and nullity proceedings in the United States and Europe. The settlement agreement, executed on September 15, 2025, called upon the parties to dismiss all pending litigation without prejudice, including this proceeding, IPR2025-00861. (Ex. 1017).

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 proceedings before the request for termination is filed. 35 U.S.C. § 317(a). Further, "no estoppel under section 315(e) shall attach to the petitioner, or to the real party in interest or privy of the petitioner." *Id*. No other petitioners remain in this inter partes review, and no Final Written Decision on the

merits has been entered. For at least these reasons, termination of the *inter partes* review is proper under 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72(a).

II. LEGAL STANDARD

35 U.S.C. § 317(a) provides that "[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 the patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed." 37 C.F.R. § 42.72 similarly provides that "[t]he Board may terminate a trial without rendering a final written decision, where appropriate . . . pursuant to a joint request under 35 U.S.C. § 317(a)." The Trial Practice Guide also observes that "[t]here are strong public policy reasons to favor settlement between the parties to a proceeding" and that 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." 77 Fed. Reg. 48,756, 48,768 (Aug. 14, 2012).

III. AGREEMENT IN WRITING SUBMITTED TO THE BOARD

Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(b), a true and correct **confidential** copy of the Parties' Settlement Agreement is being submitted as Exhibit 1017. The Settlement Agreement is in writing and constitutes the Parties' entire understanding and agreement. The Parties certify that there are no collateral agreements or understandings made in connection with, or in contemplation of, the

termination of this inter partes review. Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), in separate paper filed concurrently herewith, the Parties jointly request that the Settlement Agreement be treated as business confidential information and be kept separate from the underlying patent file.

IV. CONCLUSION

Termination of the proceeding is a just and fair resolution. The Parties agree that neither Petitioner nor Patent Owner will be prejudiced by the termination of this proceeding. Last, the Parties will benefit from preserving resources that would otherwise be expended if this motion were denied. For at least the foregoing reasons, the Parties respectfully request that the Board terminate *Inter Partes* Review No. IPR2025-00861.

Respectfully submitted,

PRINCE LOBEL TYE LLP

Dated: September 30, 2025

/ Steven R. Daniels /
Steven R. Daniels, Registration No. 45,345
Attorney for Petitioner
SIG Sauer Inc.

BURDICK PATENTS, P.A.

Dated: September 30, 2025

/ Sean D. Burdick /
Sean D. Burdick, Registration No. 51,513
Attorney for Patent Owner
True Velocity, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 30, 2025 true and correct copies of the foregoing JOINT MOTION TO TERMINATE PROCEEDING PURSUANT TO 35 U.S.C. § 317 AND 37 C.F.R. § 42.72 , including Exhibit 1017, were served in their entireties on the following parties via email, as previously consented to by patent owner's counsel, to:

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PRINCE LOBEL TYE LLP

Dated: September 30, 2025

/ Steven R. Daniels /
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