

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SONY INTERACTIVE ENTERTAINMENT LLC,
Petitioner,

v.

AX WIRELESS, LLC,
Patent Owner.

Case IPR2025-00960
Patent 10,917,272

**JOINT REQUEST THAT SETTLEMENT AGREEMENT BE TREATED AS
BUSINESS CONFIDENTIAL INFORMATION AND KEPT SEPARATE
UNDER 35 U.S.C. § 317(b) and 37 C.F.R. § 42.72(c)**

Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), Petitioner, Sony Interactive Entertainment LLC, and Patent Owner, AX Wireless, LLC, jointly request to treat as business confidential information, and to keep separate from the file of the involved patent, the true and complete copy of the confidential Settlement and Patent License Agreements (Confidential Exhibit 1048), between the parties as referenced in the Joint Motion to Terminate Proceeding pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74, filed concurrently herewith.

35 U.S.C. § 317(b) provides that:

At the request of a party to the proceeding, the agreement or understanding shall be treated as business confidential information, shall be kept separate from the file of the involved patents, and shall be made available only to Federal Government agencies on written request, or to any person on a showing of good cause.

Likewise, 37 C.F.R. § 42.74(c) provides that:

A party to a settlement may request that the settlement be treated as business confidential information and be kept separate from the files of an involved patent or application. The request must be filed with the settlement. If a timely request is filed, the settlement shall only be available:

(1) To a Government agency on written request to the Board; or

(2) To any other person upon written request to the Board to make the settlement agreement available, along with the fee specified in § 42.15(d) and on a showing of good cause.

The present request, which is being filed contemporaneously with the Settlement and Patent License Agreements, is timely and in accordance with the foregoing authority. Also, the terms require the Parties to treat the Settlement and Patent License Agreements as confidential information and limit the Parties' ability to share the Settlement and Patent License Agreements or to disclose their contents with third parties. *See* Exhibit 1048. Moreover, the Settlement and Patent License Agreements do not contain any information material to patentability. Therefore, the Parties request that the Settlement and Patent License Agreements (Confidential Exhibit 1048) (i) be treated as business confidential information, (ii) be maintained separate from the publicly available file of the involved patent, and (iii) shall be made available only to Federal Government agencies on written request, or to persons showing good cause on written request, pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). The Parties also respectfully request that the Board notify the Parties upon receipt of a written request for disclosure of the Settlement and Patent License Agreements.

Respectfully submitted,

Date: October 9, 2025

/Jeremy J. Monaldo/
Jeremy J. Monaldo, Reg. No. 58,680
Counsel for Petitioner

Date: October 9, 2025

/Jason M. Shapiro/
Jason M. Shapiro, Reg. No. 35,354
Counsel for Patent Owner

CERTIFICATE OF SERVICE

Pursuant to 37 CFR § 42.6(e)(4), the undersigned certifies that on October 9, 2025, a complete and entire copy of this Joint Request to File Settlement Agreement as Business Confidential Information Under 35 U.S.C. § 317 was provided via email to the Patent Owner by serving the correspondence email addresses of record as follows:

Jason M. Shapiro
Christopher May
Brian Matross
Chiara M. Carni
Devlin Law Firm LLC
jshapiro@devlinlawfirm.com
cmay@devlinlawfirm.com
bmatross@devlinlawfirm.com
ccarni@devlinlawfirm.com
dlflitparas@devlinlawfirm.com

/Anastasia Renard/
Anastasia Renard
Fish & Richardson P.C.
3200 RBC Plaza
60 South Sixth Street
Minneapolis, MN 55402
renard@fr.com