

**From:** Edward Runyan <[edward@neustel.com](mailto:edward@neustel.com)>  
**Sent:** Thursday, June 14, 2018 4:19 PM  
**To:** Steven R. Daniels <[SDaniels@dickinson-wright.com](mailto:SDaniels@dickinson-wright.com)>; Trials <[Trials@USPTO.GOV](mailto:Trials@USPTO.GOV)>  
**Cc:** Shannon Cartwright <[scartwright@neustel.com](mailto:scartwright@neustel.com)>; Michael Neustel <[michael@neustel.com](mailto:michael@neustel.com)>  
**Subject:** RE: IPR2017-01909/01911 Barco v. T-Rex

Dear Mr. Kellogg:

On behalf of Barco, I also confirm that there are no other written or oral agreements or understandings, including any collateral agreements, between the parties, including but not limited to licenses, covenants not to sue, confidentiality agreements, payment agreements, or other agreements of any kind, that are made in connection with, or in contemplation of, the termination of the proceedings.

I will make one correction to Mr. Daniels' statement: I, Edward Runyan, not Mr. Neustel, am lead counsel for Barco, and I made the filings to terminate the proceedings on Barco's behalf.

Regards,

Edward K. Runyan  
Partner

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**From:** Steven R. Daniels [<mailto:SDaniels@dickinson-wright.com>]  
**Sent:** Thursday, June 14, 2018 3:08 PM  
**To:** Trials

**Cc:** Edward Runyan

**Subject:** RE: IPR2017-01909/01911 Barco v. T-Rex

Dear Mr. Kellogg:

Thank you for your response. The settlement agreement related to these IPRs and the copending District Court litigation was submitted by Mr. Neustel along with the motions to dismiss, as indicated in the document filing notice pasted below. I can confirm on behalf of the patent owner, T-Rex Property AB, Ltd, that there are no other written or oral agreements or understandings, including any collateral agreements, between them, including but not limited to licenses, covenants not to sue, confidentiality agreements, payment agreements, or other agreements of any kind, that are made in connection with, or in contemplation of, the termination of the proceedings. The District Court lawsuit has been dismissed with prejudice in accordance with the terms of the settlement agreement on file with the board.

By this email, I request that Mr. Neustel also confirm that there are no other applicable agreements of any kind other than the settlement agreement that has been filed.

Please let me know if you have any questions or require any additional information.

Steven R. Daniels

**From:** <[PTABE2E\\_System@uspto.gov](mailto:PTABE2E_System@uspto.gov)>

**Date:** June 5, 2018 at 12:06:05 PM CDT

**To:** <[edward@neustel.com](mailto:edward@neustel.com)>, <[michael@neustel.com](mailto:michael@neustel.com)>, <[sdaniels@farneydaniels.com](mailto:sdaniels@farneydaniels.com)>, <[tsingh@farneydaniels.com](mailto:tsingh@farneydaniels.com)>

**Subject:** IPR2017-01911: Document(s) Filed - Barco, Inc. v. T-Rex Property AB



UNITED STATES PATENT AND TRADEMARK OFFICE  
PATENT TRIAL AND APPEAL BOARD

Document Filing Notice

**AIA Review No.:** IPR2017-01911

**Petitioner:** Barco, Inc. et al. of Duluth, GA

**Patent Owner:** T-Rex Property AB

**Patent No.:** 7382334

**Submitted Date:** 06/05/2018

**Submitted By:** Edward Runyan, [edward@neustel.com](mailto:edward@neustel.com)

The following document(s) has/have been filed.

**Document(s) List**

No.	Document No.	Document Type	Document Name	Filing Party	Availability
1	10	Other	Joint Request to Treat Settlement as Business Confidential	Petitioner	Available for everyone.
2	11	Exhibit List	Barco's Revised Exhibit List	Petitioner	Available for everyone.
3	1007	Exhibit	Confidential Settlement Agreement	Petitioner	Available to filing party and board.

Questions regarding this receipt should be directed to the Patent Trial and Appeal Board at 571-272-7822 or e-mail to [Trials@uspto.gov](mailto:Trials@uspto.gov).

This e-mail is computer-generated. Do not reply to this e-mail because the e-mail box is not monitored.

*For docketing purposes of patent & trademark matters only*, please add the appropriate email of [dwpatents@dickinsonwright.com](mailto:dwpatents@dickinsonwright.com) or [dwtrademarks@dickinsonwright.com](mailto:dwtrademarks@dickinsonwright.com) to any emails being sent to our office. Thank you.

**Steven R. Daniels** Member

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**From:** Trials <[Trials@USPTO.GOV](mailto:Trials@USPTO.GOV)>

**Sent:** Thursday, June 14, 2018 1:07 PM

**To:** Trials <[Trials@USPTO.GOV](mailto:Trials@USPTO.GOV)>; Steven R. Daniels <[SDaniels@dickinsonwright.com](mailto:SDaniels@dickinsonwright.com)>

**Cc:** [edward@neustel.com](mailto:edward@neustel.com)

**Subject:** RE: IPR2017-01909/01911 Barco v. T-Rex

Counsel,

The Board has reviewed the joint motions to dismiss filed in these proceedings.

The parties are reminded that any agreement or understanding between the patent owner and the petitioner, including any collateral agreements referred to in such agreement or understanding, made in connection with, or in contemplation of, the termination of the proceedings shall be in writing, and a true copy of that agreement or understanding shall be filed in the Office. 35 U.S.C. § 317(b).

In order to ensure compliance with 35 U.S.C. § 317(b), and based on the facts of these proceedings, the parties are required to certify in writing that there are no other written or oral agreements or understandings, including any collateral agreements, between them, including but not limited to licenses, covenants not to sue, confidentiality agreements, payment agreements, or other agreements of any kind, that are made in connection with, or in contemplation of, the termination of the proceedings.

To the extent that there are other agreements as outlined immediately above, the parties shall file such agreements and may request that any such agreement be treated as business confidential information and be kept separate from the files of the involved patent. 37 C.F.R. § 42.74(c).

Regards,

Andrew Kellogg,  
Supervisory Paralegal  
Patent Trial and Appeal Board  
USPTO  
[andrew.kellogg@uspto.gov](mailto:andrew.kellogg@uspto.gov)  
Direct: 571-272-5366

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