

PUBLIC VERSION

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

In the Matter of

Investigation No. 337-TA-710

**CERTAIN PORTABLE DATA AND
MOBILE COMMUNICATIONS
DEVICES AND RELATED SOFTWARE**

**JOINT MOTION TO RESCIND THE LIMITED EXCLUSION ORDER BASED ON
A PATENT LICENSE AND SETTLEMENT AGREEMENT**

Complainants Apple Inc., and its subsidiary NeXT Software, Inc. (collectively “Apple”) and Respondents High Tech Computer Corp., HTC America, Inc., and Exedea, Inc. (collectively, “HTC”) have entered into a Patent License And Settlement Agreement (“Agreement”) that resolves all past and current matters at issue in the Investigation, is fully effective, and has been executed by authorized representatives of Apple and HTC.

On the basis of the Agreement, Apple and HTC have today jointly moved for termination of the Enforcement Proceeding. Apple and HTC now move, pursuant to 19 U.S.C. § 1337(k) Rule 210.76(a) for rescission of the Limited Exclusion Order currently in place in this matter based on changed conditions of fact created by the Agreement. Apple and HTC further request expedited treatment of this motion in view of disruptions of now licensed international trade by Customs and that the Commission accord confidential treatment to the designated portions of the Agreement pursuant to Rules 201.6, 210.5, and 210.72.

As set forth in the accompanying memorandum in support, Apple and HTC have entered into an Agreement that is designed to terminate this Investigation in its entirety without prejudice and to rescind the current Limited Exclusion Order. The Agreement contains Confidential Business Information within the meaning of Rules 201.6, 210.5, and 210.72. Accordingly,

PUBLIC VERSION

pursuant to Rule 210.21(b)(1), a public version of the Agreement is attached as Exhibit A to the public version of this motion. There are no other agreements, written or oral, express or implied between Apple and HTC concerning the subject matter of this Investigation.

Because the public interest and Commission precedent support the termination of a pending investigation and rescission of exclusion orders based on settlements and license agreements, Apple and HTC respectfully request that the Commission rescind the Limited Exclusion Order currently in place in this matter in its entirety based on changed conditions of fact created by the Agreement and accord confidential treatment to the designated portions of the Agreement.

Dated: November 20, 2012

<p>Respectfully submitted,</p> <p><u>S/ Gregory S. Arovas, P.C.</u> Gregory S. Arovas, P.C. Todd M. Friedman KIRKLAND & ELLIS LLP 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900</p> <p>Edward C. Donovan F. Christopher Mizzo D. Sean Trainor KIRKLAND & ELLIS LLP 655 Fifteenth Street, N.W. Washington, D.C. 20005 Telephone: (202) 879-5000 Facsimile: (202) 879-5100</p> <p>Marcus E. Sernel, P.C.</p>	<p>Respectfully submitted,</p> <p><u>S/ Paul F. Brinkman</u> Paul F. Brinkman S. Alex Lasher Patrick A. Fitch Jared W. Newton QUINN EMANUEL URQUHART & SULLIVAN, LLP 1299 Pennsylvania Ave. NW, Suite 825 Washington, DC 20004 Tel.: (202) 538-8000 Fax: (202) 538-8100</p> <p>Amy H. Candido Sean S. Pak Jordan R. Jaffe QUINN EMANUEL URQUHART & SULLIVAN, LLP 50 California Street, 22nd Floor San Francisco, CA 94111 Tel.: (415) 875-6600</p>
--	--

PUBLIC VERSION

<p>KIRKLAND & ELLIS LLP 300 North LaSalle Street Chicago, Illinois 60654 Telephone: (312) 862-2000 Facsimile: (312) 862-2200</p> <p>V. James Adduci II Munford Page Hall, II Jonathan J. Engler Evan H. Langdon ADDUCI, MASTRIANI & SCHAUMBERG, LLP 1133 Connecticut Ave, NW, Twelfth Floor Washington, D.C. 20036 Telephone: (202) 467-6300</p> <p>Counsel for Complainants Apple</p>	<p>Fax: (415) 875-6700</p> <p>Counsel for Respondents HTC</p>
--	---

EXHIBIT A

PUBLIC VERSION

Conformed Execution Copy
Public Version

PATENT LICENSE AND SETTLEMENT AGREEMENT

November 11, 2012 (Taiwan time)

Between

HTC AMERICA, INC., HTC CORPORATION and S3 GRAPHICS CO., LTD

and

APPLE INC.

PUBLIC VERSION

Confidential

PATENT LICENSE AND SETTLEMENT AGREEMENT

THIS PATENT LICENSE AND SETTLEMENT AGREEMENT ("Agreement") is made on the eleventh day of November, 2012 (Taiwan time) ("Effective Date")

BETWEEN

HTC AMERICA, INC., a corporation validly organized and existing under the laws of the State of Washington and having its principal office at 13920 SE Eastgate Way, Suite 400, Bellevue, WA 98005 USA, HTC CORPORATION, a corporation validly organized and existing under the laws of Taiwan and having its principal office at 23 Hsin Hua Rd., Taoyuan 330, TAIWAN, and S3 GRAPHICS CO., LTD., a corporation validly organized and existing under the laws of the Cayman Islands and having its principal office at 2nd Fl., Zephyr House, Mary St., P.O. Box 709, Grand Cayman, Grand Cayman Islands, British West Indies (HTC CORPORATION, collectively with its Affiliates (including HTC AMERICA, INC. and S3 GRAPHICS CO., LTD.) so long as they remain Affiliates of HTC CORPORATION, "HTC"), on the one hand, and

APPLE INC., a corporation validly organized and existing under the laws of the State of California and having its principal office at One Infinite Loop, Cupertino, CA 95014 USA (collectively with its Affiliates so long as they remain Affiliates of APPLE INC., "APPLE"), on the other hand. As used herein, "Party" means APPLE or HTC, and "Parties" means APPLE and HTC collectively.

WHEREAS

- (A) Each Party is willing to grant to the other Party, and the other Party is interested in obtaining, non-exclusive licenses, covenants not to sue, waivers, and releases under certain patents and patent applications of such first Party, all on the terms set forth herein; and
- (B) The Parties are parties to certain worldwide litigation and investigations (the "Litigation"), including those set forth on Exhibit F-1, and other certain worldwide actions, claims, and other proceedings (including certain reexaminations, oppositions, revocation actions, nullity actions, and other similar actions) challenging or objecting to the validity, scope, enforceability or otherwise of or with respect to the other Party's Patents (the "Opposition Proceedings"), including those set forth on Exhibit F-2, and the Parties now desire to settle and dismiss without prejudice the Litigation, terminate the Opposition Proceedings, and enter into this Agreement providing for a full, final, complete and global settlement of the subject matter of the Litigation and Opposition Proceedings, all on the terms and conditions set forth herein.

NOW, THEREFORE and in consideration of the foregoing and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

For the purpose of this Agreement the terms set forth below are defined as follows:

1.1 "Acquirer" means, with respect to a Person after a Change of Control of such Person, any Third Party or group of Third Parties that (a) becomes the beneficial owner of such first Person, (b) merges or consolidates with such first Person, or (c) has a plan or agreement approved to sell or dispose to such other Person all or substantially all of the consolidated assets of such first Person, but in each case under the foregoing (a)-(c) solely as set forth in the definition of Change of Control such that the Third Party or group of Third Parties becomes the beneficial owner of securities representing more than fifty percent (50%) of the voting power with respect to the election of directors or similar managing authority of the first Person.

1.2 "Affiliate" means, with respect to any Person, any other Person that now or hereafter directly or indirectly is controlled by such first Person. For purposes of this definition, "control" means beneficial ownership of

PUBLIC VERSION

Confidential

more than fifty percent (50%) of the voting securities of a Person or, in the case of a Person that does not have such voting securities, ownership interests representing more than fifty percent (50%) of the voting power with respect to the election of directors or similar managing authority of such Person. For the avoidance of doubt, S3 Graphics Co., Ltd. and HTC America, Inc. are Affiliates of HTC Corporation as of the Effective Date for purposes of this Agreement.

1.3 [REDACTED]

1.4 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1.5 "Assert" or "Assertion" means to initiate, pursue, maintain or materially assist in an action of any nature before any legal, judicial, arbitration, administrative, executive or other type of body or tribunal that has or claims to have authority to adjudicate such action in whole or in part. Examples of such body or tribunal include, without limitation, United States State and Federal Courts, the United States International Trade Commission and any foreign counterparts of any of the foregoing. [REDACTED]
[REDACTED]
[REDACTED]

1.6 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1.7 "Change of Control" of a Person means any of the following occurring after the Effective Date in which the beneficial owners of securities representing the right to exercise voting power with respect to the election of directors or similar managing authority of such Person immediately prior to the respective transaction or series of related transactions do not, immediately after the consummation of the respective transaction or series of related transactions, beneficially own more than fifty percent (50%) of the voting power of the surviving or resulting entity (or direct or indirect parent of the surviving or resulting entity) with respect to the election of directors or similar managing authority: (a) any Third Party or group (within the meaning of Sections 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934) of Third Parties (other than such Person, any trustee or other fiduciary holding securities under any employee benefit plan of such Person, or any company owned, directly or indirectly, by the stockholders of such Person in substantially the same proportions as their ownership of the common stock of such Person) becomes the beneficial owner, directly or indirectly, of securities of such Person representing more than fifty percent (50%) of the voting power of such Person's then outstanding securities entitled to vote generally in the election of directors; or (b) the consummation by such Person of a merger or consolidation with any other Third Party or group of Third Parties. As used in this Agreement, a "Change of Control of a Party" means a Change of Control of HTC CORPORATION or APPLE INC. (or any Parent Holding Company under Section 9.6).

1.8 [REDACTED]

1.9 [REDACTED]
[REDACTED]
[REDACTED]

1.10 [REDACTED]
[REDACTED]
[REDACTED]

PUBLIC VERSION

1.11

[REDACTED]

1.12

[REDACTED]

PUBLIC VERSION

[REDACTED]

[REDACTED]

(b) [REDACTED]

(c) [REDACTED]

[REDACTED]

[REDACTED]

(d)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.13 "Design Patent" means a patent claiming a new, original, and ornamental design for an article of manufacture, as set forth in 35 U.S.C. 171 et seq, or as defined in equivalent foreign design patent law. The term Design Patent specifically excludes any and all utility Patents and utility models.

1.14 [REDACTED]

1.15 [REDACTED]

1.16 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.17

[REDACTED]

1.18

[REDACTED]

1.19

[REDACTED]

PUBLIC VERSION

Confidential

[REDACTED]

[REDACTED]

1.20 [REDACTED]

1.21 [REDACTED]

1.22 [REDACTED]

1.23 "Patents" means any and all patents, patent applications and utility models (including all divisionals, continuations, continuations-in-part, reissues, renewals, and re-examinations thereof) that are filed, issued or granted in any and all countries of the world.

1.24 "Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental authority or other entity.

1.25 "Product" means any and all past, present and future products, product lines, services, devices, systems, components, hardware, software, methods, instructions, any combination of the foregoing, or other offerings of any kind or nature.

1.26 [REDACTED]

1.27 "Sold" means sold, transferred, leased, or otherwise provided, and "Sells" and "Sales" shall have correlative meanings.

1.28 "Third Party" means a Person that is neither a Party nor an Affiliate of a Party.

1.29 [REDACTED]

[REDACTED]

2. GRANT OF LICENSES AND COVENANTS FROM HTC TO APPLE

2.1 [REDACTED]

2.2 [REDACTED]

[REDACTED]

3. GRANT OF LICENSES AND COVENANTS FROM APPLE TO HTC

3.1

[REDACTED]

3.2

[REDACTED]

4. RELEASES; DISMISSALS; COVENANTS

4.1

[REDACTED]

[REDACTED]

[REDACTED]

4.2 Dismissals.

(a) Within five (5) business days after the Effective Date, each Party shall (a) dismiss without prejudice (or with prejudice to the extent set forth in the applicable Exhibit F) and/or terminate upon motion all claims and counter-claims in the Litigation against the other Party by filing a stipulation and/or motion substantially in the forms attached hereto as Exhibit E, or in such other form as required for approval by the court or governmental authority in the Litigation to effectuate such dismissal or termination, and (b) take all necessary actions to immediately terminate or otherwise withdraw and refrain from all Opposition Proceedings to the extent permitted. [REDACTED]

(b)

4.3 Full and Complete Settlement.

4.4 Non-Circumvention.

(a)

(a) [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

(b)

[REDACTED]

4.5 Reservation of Rights. Except for the licenses, covenants not to sue, and releases expressly granted in Articles 2-4, neither Party shall acquire any rights, title or interest in or to the Covered Patents of the other Party. All rights not expressly granted by a Party hereunder are reserved by such Party. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges, and shall cause its Affiliates to expressly acknowledge, that nothing contained herein shall be construed or interpreted as a grant, by implication, estoppel or otherwise, of any licenses, covenants not to sue, releases or other rights other than as expressly set forth herein.

5. EXCLUSIONS TO GRANT OF RIGHTS

5.1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.2 Miscellaneous. Nothing contained in this Agreement shall be construed as: (a) a warranty or

representation that any manufacture, sale, use or other disposition of Covered Products will be free from infringement of Third Party Patents or Patent rights, including utility models and design Patents owned by Third Parties; (b) a warranty or representation by either Party as to the validity or scope of any Covered Patent of such Party; (c) [REDACTED]

[REDACTED] The Parties understand and acknowledge that the licenses to Covered Products granted hereunder are intended to cover only the Covered Products of the Parties and are not intended to cover activities that either Party may undertake to otherwise extend such licenses to a Third Party's products (i.e. patent laundering activities).

6. PAYMENTS

6.1 [REDACTED]

6.2 [REDACTED]

6.3 [REDACTED]

6.4 [REDACTED]

[REDACTED]

6.5

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.6

[REDACTED]

6.7

[REDACTED]

(b)

[REDACTED]

7. RELATED ENTITIES

7.1 HTC Corporation represents and warrants to APPLE that, as of the Effective Date, each of HTC America, Inc. and S3 Graphics Co., Ltd. is its Affiliate controlled by (as such term is defined in Section 1.2) HTC Corporation.

8. TERM AND TERMINATION

8.1 Term. This Agreement shall not be binding on the Parties until it has been signed below by all Parties, at which time it shall be deemed effective as of the Effective Date. Upon becoming effective, this Agreement shall remain in full force and effect for ten (10) years after the Effective Date or such earlier termination as set forth below (the "Term").

8.2

[REDACTED]

8.3

[REDACTED]

[REDACTED]

8.4 Termination Upon Mutual Agreement. Other than expiration or termination pursuant to Sections 8.1, 8.2 and 8.3 above or 8.5 below, this Agreement may only be terminated by mutual written agreement of the Parties.

8.5 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Confidential

(iii) [REDACTED]

[REDACTED]

8.6 [REDACTED]

9. ASSIGNMENT; CHANGE OF CONTROL; AFFILIATES

9.1 Assignment. This Agreement shall be binding upon and shall inure to the benefit of each Party, their respective successors and permitted assigns. Notwithstanding the foregoing, neither Party may assign any of its rights or obligations hereunder to a Third Party (including by contract, operation of law or otherwise) without the prior written consent of the other Party, [REDACTED]

[REDACTED]

9.2 Effect of Change of Control. In the event of a Change of Control of a Party, this Agreement shall automatically terminate unless otherwise agreed in writing by the Parties, effective immediately prior to such Change of Control. Subject to the foregoing and Section 9.1 and the consent rights contained herein and if a Party consents to an assignment by way of a Change of Control of the other Party as set forth in Section 9.1, then following such Change of Control [REDACTED]

[REDACTED]

[REDACTED]

9.3

[REDACTED]

9.4

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PUBLIC VERSION

2.

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

9.6 Parent Holding Company. If a Party creates a Parent Holding Company of such Party, such Party shall promptly either (x) assign this Agreement in whole to such Parent Holding Company, which assignment will not require the consent of the other Party, or (y) prior to the consummation of the transaction or series of related transactions creating such Parent Holding Company, cause the entity that will become such Parent Holding Company to agree in writing to the other Party (which agreement will not require the consent of the other Party but with reasonable notice to the other Party) that if such entity owns or at any time thereafter acquires the right to license the other Party as set forth herein to any Patents, or such entity creates or acquires new Affiliates (which are not Affiliates of such Party) that own or at any time thereafter have or acquire the right to license the other Party as set forth herein, any Patents, this Agreement will apply to such Parent Holding Company and such Affiliates along with any and all such Patents in the same manner as if such entity was controlled by the respective Party. For purposes of this Section 9.6, a “Parent Holding Company” of a Party means a legal entity that: (i) is created by, or is an Affiliate of, such Party; (ii) subsequently controls such Party; and (iii) at the time of the transaction as a result of which it controls such Party, is not controlled by any other Person or group of Persons (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) in their capacity as voting securityholders, and does not result in a Change of Control, where “control” has the meaning set forth in Section 1.2.

10. APPLICABLE LAW; DISPUTE RESOLUTION

10.1 Governing Law. This Agreement and all disputes arising under or in connection with this Agreement (except as otherwise set forth in Article 11) shall be construed or resolved (as applicable), and the relationship between the Parties determined, in accordance with the laws of California, without regard to any choice of law or conflict of laws principles.

[illegible]

10.3

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. [REDACTED]

11.1 [REDACTED]

11.2 [REDACTED]

[REDACTED]

12. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. MISCELLANEOUS

13.1 Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and replaces any prior oral or written communications, discussions or agreements between them.

13.2 Representations and Warranties. Each Party represents and warrants to the other Party as of the Effective Date that: (a) it has all requisite corporate power and authority to execute, deliver and perform this Agreement; (b) it owns the Covered Patents of such Party or otherwise has the right to grant the rights and licenses required to be granted to such Covered Patents in this Agreement, and that no other Third Party owns any right to enforce or recover for infringement of such Covered Patents against the other Party; (c) it has not granted any exclusive licenses or other rights under such Covered Patents that would conflict with or prevent such Party from granting the licenses, covenants, waivers, releases and rights granted to the other Party under this Agreement with respect to such Covered Patents; [REDACTED]

PUBLIC VERSION

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Each Party represents and warrants to the other Party as of the Effective Date there are no liens, conveyances, mortgages, assignments, encumbrances or other agreements by which such Party is bound that would prevent such Party's performance of the terms of this Agreement. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

13.3 Disclaimer. Other than as expressly set forth in this Agreement, neither Party makes any representations, extends no warranties of any kind, either express or implied, and assumes no responsibilities whatsoever hereunder with respect to the manufacture, sale, lease, use, importation or disposition of any Product or part thereof by or on behalf of the other Party.

13.4 No Partnership. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee or joint venture relationship between the Parties. Neither Party shall incur any debts or make any commitments for the other. There is no fiduciary duty or special relationship of any kind between the Parties to this Agreement. Each Party expressly disclaims any reliance on any act, word or deed of the other Party in entering into this Agreement.

13.5 Severability. If any portion of this Agreement is found to be invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall continue in force and, if needed, the Parties or an appropriate arbitral body shall substitute suitable provisions having like economic effect and intent.

13.6 Headings. The headings inserted in this Agreement are for reference only and are not intended to form any part of the operative portion of this Agreement, and they shall not be employed in the interpretation or application of this Agreement.

13.7 Amendment and Waiver. This Agreement cannot be modified, terminated or amended in any respect orally or by conduct of the Parties. Any termination, modification, or amendment may be made only by a writing signed by all Parties. No waiver of any provision shall be binding in any event unless executed in writing by the Party making the waiver.

13.8 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered (a) upon receipt if delivered by hand, (b) three (3) business days after being sent by prepaid, internationally-recognized, overnight air courier for international deliveries and one (1) business day after being sent by prepaid, nationally-recognized, overnight air courier for national deliveries, (c) five (5) business days after being sent by registered or certified airmail, return receipt required, postage prepaid, or (d) upon transmittal when transmitted by confirmed telecopy (provided that such notice is followed by notice pursuant to any of (a)-(d) above). All notices shall be addressed as follows:

If to HTC AMERICA, INC.:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

with a copy to:

Confidential

PUBLIC VERSION

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to HTC CORPORATION:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

With a copy to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to S3 GRAPHICS CO., LTD.:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

With a copy to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to APPLE:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[illegible][illegible][illegible]

13.14 Bankruptcy. Without prejudice to either Party's rights specified in Sections 8.3 and other rights or remedies which such Party may have under this Agreement, it is the intent of the Parties and the Parties hereby agree that in the event of any proceeding by or against a Party under any law relating to bankruptcy, insolvency, or reorganization or relief of the debtors, all rights, licenses, privileges, releases, non-assertions and immunities granted under or pursuant to this Agreement shall continue without termination, rejection or avoidance by virtue of or in the context of such proceeding through the end of the Term. In support of the foregoing:

PUBLIC VERSION

Confidential

(a) All rights, licenses, privileges, releases, non-assertions and immunities granted under or pursuant to this Agreement by each Party are, and shall otherwise be deemed to be, for the purposes of Section 365(n) of 11 U.S.C. § 101 (et seq.) (the "US Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101(35A) of the US Bankruptcy Code. The Parties further agree that in the event that any proceeding is instituted by or against a Party under any law relating to bankruptcy, insolvency, or reorganization or relief of the debtors, the provisions of Section 365(n) of the US Bankruptcy Code will apply, and that the other Party shall retain and may fully exercise all of its respective rights and elections under the US Bankruptcy Code. Upon written request from a Party to the other Party or the bankruptcy trustee of the Party's election to proceed under Section 365(n), the other Party or the bankruptcy trustee shall comply in all respects with Section 365(n), including by not interfering with the rights of such Party under this Agreement as provided by Section 365(n).

(b) Each Party hereby grants and conveys to the other Party the licenses, covenants, waivers, and releases, being irrevocable during the Term (subject to Article 8), that are provided in Articles 2, 3, and 4 of the Agreement.

13.15 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto. No other Person shall be entitled to rely on this Agreement or to anticipate the benefits of this Agreement or otherwise assert or be entitled to any rights or licenses as a third party beneficiary hereof.

13.16 Freedom to Do Business. The license grants, releases, and other terms in this Agreement shall not be construed as limiting the rights which the Parties might otherwise have outside the scope of this Agreement, or as contractually restricting the right of either Party to make, have made, use, lease, license, sell, or otherwise dispose of any product or service, including products or services not subject to the licenses or releases herein, and such activities by either Party shall not constitute a breach of this Agreement.

13.17 Construction. The headings of the Articles and Sections in this Agreement are for convenience only and shall not be taken into account when interpreting this Agreement. No rule of strict construction shall be applied against either Party when interpreting this Agreement. As used in this Agreement, unless expressly stated otherwise, the term "including" (or variations thereof) means "including but not limited to". Whenever the consent or approval of a Party is needed under this Agreement, unless expressly stated otherwise, such Party may grant or withhold its consent or approval in its discretion, and whenever a Party may act in its discretion under this Agreement, such Party may act in its sole and absolute discretion. This Agreement, including the Exhibits hereto (which are part of this Agreement), is prepared and executed in the English language only, which language will be controlling in all respects; any translations of this Agreement into any other language is for reference only and will have no legal force or effect.

[Signature Page Follows.]

PUBLIC VERSION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

HTC AMERICA, INC.

Signed by: _____

Name: _____

Title: _____

HTC CORPORATION

Signed by: _____

Name: _____

Title: _____

S3 GRAPHICS CO., LTD.

Signed by: _____

Name: _____

Title: _____

APPLE INC.

Signed by: _____

Name: _____

Title: _____

PUBLIC VERSION

Exhibit Index

- A. [REDACTED]
- B. [REDACTED]
- C. [REDACTED]
- D. [REDACTED]
- E. [REDACTED]
- F. List of Litigation & Oppositions, and Corresponding Dismissals/Terminations
- G. [REDACTED]

PUBLIC VERSION

Exhibit A[illegible]

[REDACTED]

[REDACTED]

1. [REDACTED]

PUBLIC VERSION

Exhibit B

[REDACTED]

[REDACTED]

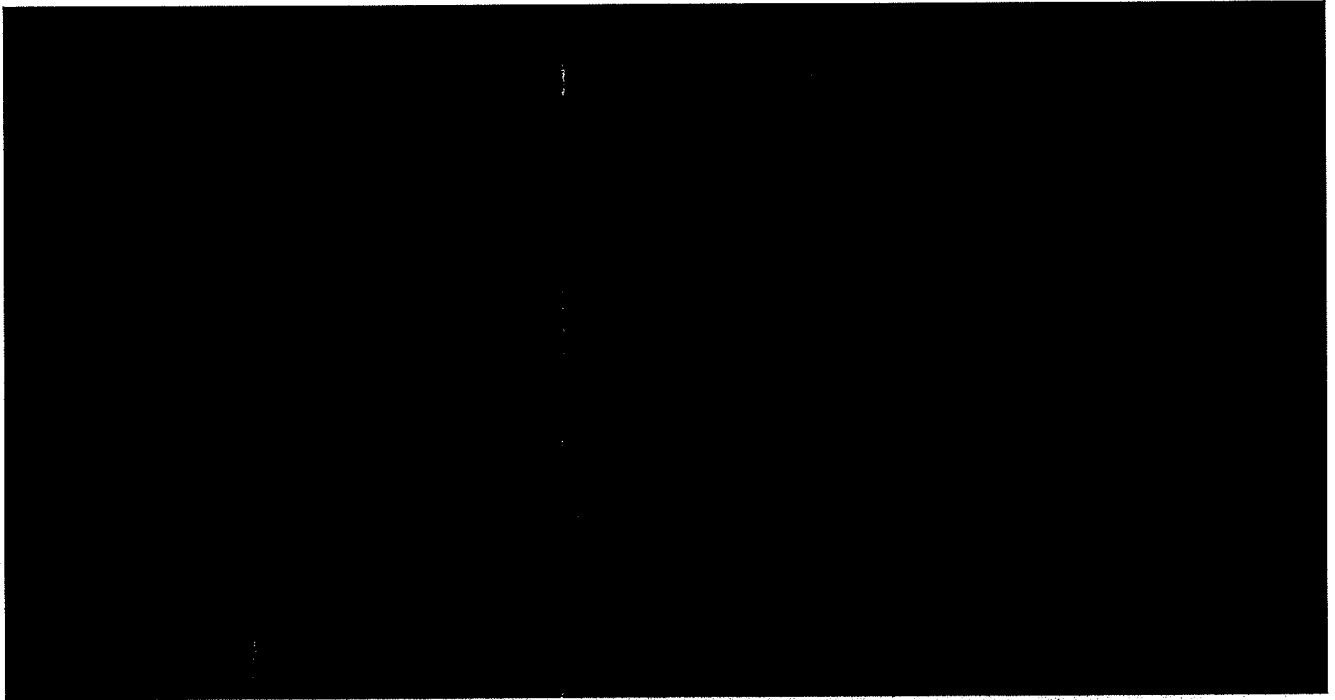
[REDACTED]

[REDACTED]

[REDACTED]

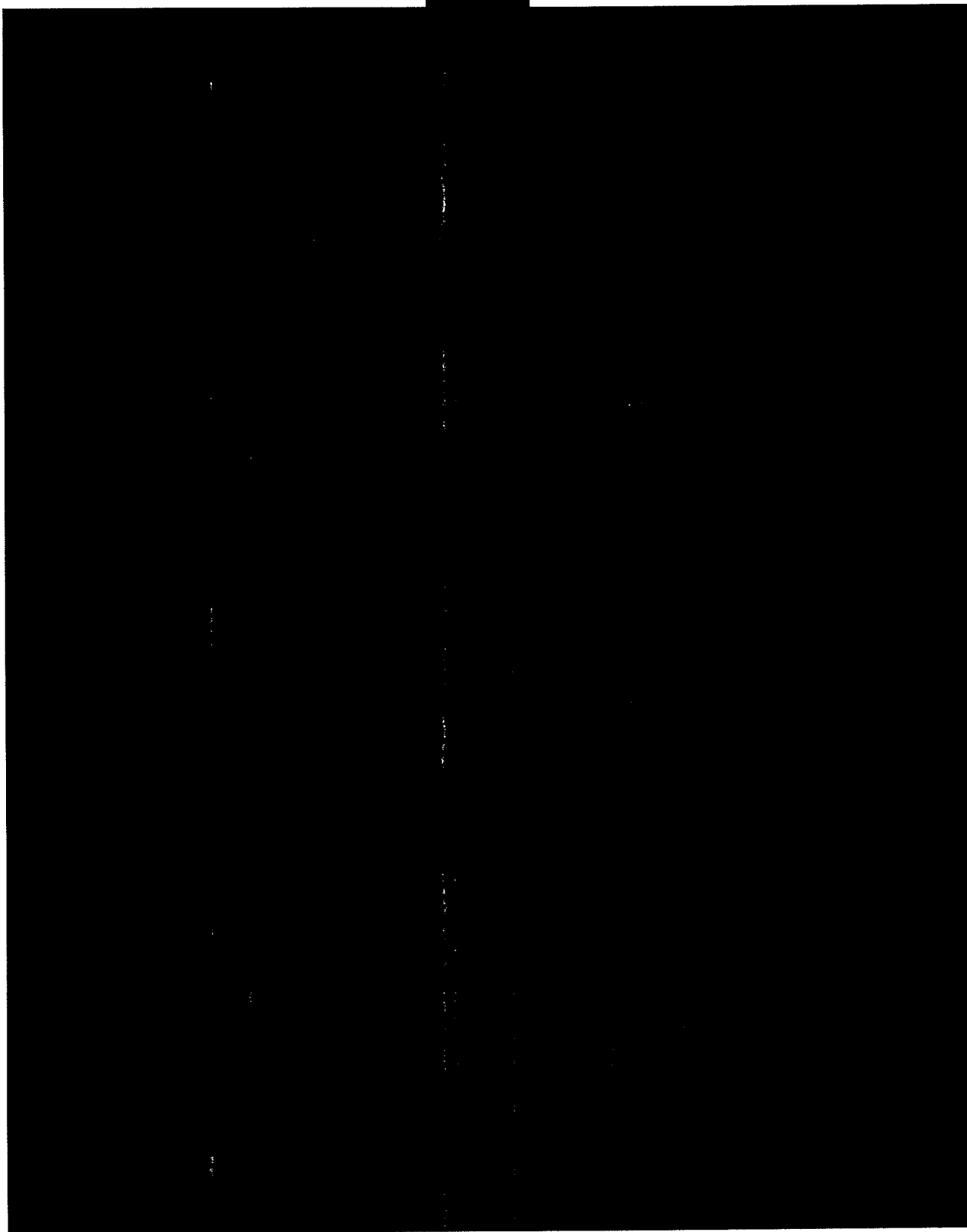
PUBLIC VERSION

Exhibit C



PUBLIC VERSION

Exhibit D



PUBLIC VERSION

Exhibit E
Publicity Statement(s)

HTC AND APPLE SETTLE PATENT DISPUTE

All Patent Litigations Between The Companies Dismissed

TAIPEI and CUPERTINO, California - November 11, 2012 – HTC and Apple have reached a global settlement that includes the dismissal of all current lawsuits and a ten-year license agreement. The license extends to current and future patents held by both parties. The terms of the settlement are confidential.

"HTC is pleased to have resolved its dispute with Apple, so HTC can focus on innovation instead of litigation," said Peter Chou, CEO of HTC.

"We are glad to have reached a settlement with HTC," said Tim Cook, CEO of Apple. "We will continue to stay laser focused on product innovation."

-end-

SEQ_NO	xx	Date of announcement	2012/11/11	Time of announcement	xx:xx:xx
Subject	HTC AND APPLE SETTLE PATENT DISPUTE All Patent Litigations Between The Companies Dismissed				
Date of events	2012/11/11	To which item it meets	article 2 paragraph 49		
Statement	<p>1. Date of occurrence of the event: 2012/11/11</p> <p>2. Company name: HTC Corporation</p> <p>3. Relationship to the Company (please enter "head office" or "affiliate company"): Head Office</p> <p>4. Reciprocal shareholding ratios: N/A</p> <p>5. Cause of occurrence: HTC and Apple have reached a global settlement that includes the dismissal of all current lawsuits and a ten-year license agreement. The license extends to current and future patents held by both parties. The terms of the settlement are confidential.</p> <p>6. Countermeasures: None</p> <p>7. Any other matters that need to be specified: There is no material adverse impact on the financials of the Company.</p>				

PUBLIC VERSION

Exhibit F

List of Litigation & Oppositions, and Corresponding Dismissals/Terminations

[Attached]

PUBLIC VERSION

EXHIBIT F-1

Litigation

HTC Cases

U.S.

- *In the Matter of Certain Personal Data and Mobile Communications Devices and Related Software*, ITC Inv. No. 337-TA-710
- *Apple Inc. v. High Tech Computer Corp. et al.*, Case Nos. 10-166, 10-167, 10-544 (D. Del.)
- *In the Matter of Certain Portable Electronic Devices and Related Software*, ITC Inv. No. 337-TA-797
- *Apple Inc. v. HTC Corp. et al.*, Case No. 11-611 (D. Del.)
- *In the Matter of Certain Electronic Devices with Communication Capabilities, Components Thereof, and Related Software*, ITC Inv. No. 337-TA-808
- *HTC Corporation v. Apple Inc.*, Case No. 11-715 (D. Del.)
- *HTC Corporation v. Apple Inc.*, Case No. 11-785 (D. Del.)
- *Apple Inc. v. HTC Corporation*, Case No. 12-1004 (D. Del.)
- *Apple Inc. v. HTC Corporation*, Case No. 12-1055 (D. Del.)
- *Apple Inc. v. United States International Trade Commission*, Case No. 2012-1125 (Fed. Cir.)
- *HTC Corp., et al., v. United States International Trade Commission*, Case No. 2012-1226 (Fed. Cir.)

Germany

- *Apple Inc. v. HTC Europe Co. Ltd., The Phone House Telecom GmbH, HTC Corporation*, No. 21 O 14039/11
- *Apple Inc. v. HTC Corporation, HTC Europe Co. Ltd., The Phone House Telecom GmbH*, No. 21 O 2017/12
- *Apple Inc. v. HTC Europe Co. Ltd., The Phone House Telecom GmbH, HTC Corporation*, No. 21 O 6997/12
- *Apple Inc. v. HTC Corporation, HTC Europe Co. Ltd., The Phone House Telecom GmbH*, No. 21 O 19210/12
- *Apple Inc. v. HTC Europe Co. Ltd., The Phone House Telecom GmbH*, No. 2 O 235/11
- *Apple Inc. v. HTC Corporation*, No. 2 O 386/11
- *HTC Europe Co. Ltd. v. Apple Inc.*, No. 2 Ni 55/11
- *HTC Europe Co. Ltd. v. Apple Inc.*, No. 2 Ni 58/11
- *HTC Europe Co. Ltd. v. Apple Inc.*, No. 5 Ni 54/11
- *Apple Inc. v. HTC Corporation*, No. 2 O 445/11
- *Apple Inc. v. HTC Germany GmbH*, No. 2 O 446/11
- *Apple Inc. v. HTC Corporation*, 6 U 98/12
- *Apple Inc. v. HTC Germany GmbH*, 6 U 99/12
- *Apple Inc. v. HTC Corporation*, No. 2 O 64/12
- *Apple Inc. v. HTC Germany GmbH*, No. 2 O 66/12
- *Apple Inc. v. HTC Corporation*, No. 7 O 76/12
- *Apple Inc. v. HTC Germany GmbH*, No. 7 O 77/12
- *Apple Inc. v. HTC Corporation*, No. 7 O 134/12
- *Apple Inc. v. HTC Germany GmbH*, No. 7 O 135/12
- *Apple Inc. v. HTC Corporation*, No. 2 O 163/12
- *Apple Inc. v. HTC Germany GmbH*, No. 2 O 164/12
- *HTC Germany GmbH v. Apple Inc.*, No. 2 Ni 23/12 (EP)
- *HTC Germany GmbH v. Apple Inc.*, No. 5 Ni 76/12 (EP)

UK

- *Apple Inc. v. HTC Europe Co. Ltd. and HTC Corporation*, Appeal Nos. 2012/2043 and 2012/2044
- *HTC Europe Co. Ltd. v. Apple Inc.*, No. HC12 C01465

PUBLIC VERSION

- *HTC Europe Co. Ltd. v. Apple Inc.*, Nos. HC12 E02072 and HC12 B02149

S3 Graphics Cases

U.S.

- *In the Matter of Certain Electronic Devices with Image Processing Systems, Components Thereof, and Associated Software*, ITC Inv. No. 337-TA-724, terminated and appealed as *S3 Graphics Co., Ltd. v. United States International Trade Commission*, Case No. 2012-1127 (Fed. Cir.)
- *Apple Inc. v. S3 Graphics Co., Ltd. et al.*, Case No. 5:11-cv-210 (N.D. Cal.)
- *In the Matter of Certain Electronic Devices with Graphics Data Processing Systems, Components Thereof, and Associated Software*, ITC Inv. No. 337-TA-813
- *S3 Graphics Co., Ltd. v. Apple Inc.*, Case No. 11-862 (D. Del.)

Germany

- *S3 Graphics v. Apple Inc. et al.*, No. 2 O 42/12
- *S3 Graphics v. Apple Inc. et al.*, No. 2 O 140/12
- *S3 Graphics v. ComLine*, No. 4b O 35/12
- *S3 Graphics v. ComLine*, No. 4b O 65/12
- *S3 Graphics v. Gravis*, No. 7 O 5342/12
- *S3 Graphics v. Gravis*, No. 7 O 7602/12

PUBLIC VERSION

EXHIBIT F-2

List of Opposition Proceedings

U.S Proceedings

- 7,043,087
- 6,775,417

European Proceedings

- EP 2 126 678
- EP 2 098 948

PUBLIC VERSION

EXHIBIT F-3

Forms of Dismissal

PUBLIC VERSION

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

**Before the Honorable David P. Shaw
Administrative Law Judge**

In the Matter of

**CERTAIN PORTABLE DATA AND
MOBILE COMMUNICATIONS
DEVICES AND RELATED SOFTWARE**

**Investigation No. 337-TA-710
(Enforcement Proceeding)**

**JOINT MOTION TO TERMINATE INVESTIGATION WITHOUT PREJUDICE
AND TO RESCIND THE LIMITED EXCLUSION ORDER BASED ON
A PATENT LICENSE AND SETTLEMENT AGREEMENT**

Complainants Apple Inc., and its subsidiary NeXT Software, Inc. (collectively "Apple") and Respondents High Tech Computer Corp., HTC America, Inc., and Exedea, Inc. (collectively, "HTC") have entered into a Patent License And Settlement Agreement ("Agreement") that resolves all past and current matters at issue in the Investigation, is fully effective, and has been executed by authorized representatives of Apple and HTC. On the basis of the Agreement, Apple and HTC jointly move for (a) termination of the Investigation in its entirety without prejudice pursuant to 19 U.S.C. § 1337(c) and Rule 210.21(b)(1); (b) rescission of the Limited Exclusion Order currently in place in this matter pursuant to 19 U.S.C. § 1337(k) and Rule 210.76(a)(a) based on changed conditions of fact created by the Agreement; (c) expedited issuance of decisions on these requests in view of disruptions of now licensed international trade by Customs; and (d) according confidential treatment to the designated portions of the Agreement pursuant to Rules 201.6, 210.5, and 210.72.

As set forth in the accompanying memorandum in support, Apple and HTC have entered into an Agreement that is designed to terminate this Investigation in its entirety without prejudice

PUBLIC VERSION

and to rescind the current Limited Exclusion Order. The Agreement contains Confidential Business Information within the meaning of Rules 201.6, 210.5, and 210.72. Accordingly, pursuant to Rule 210.21(b)(1), a public version of the Agreement is attached as Exhibit A. There are no other agreements, written or oral, express or implied between Apple and HTC concerning the subject matter of this Investigation.

Because the public interest and Commission precedent support the termination of a pending investigation and rescission of exclusion orders based on settlements and license agreements, Apple and HTC respectfully request that the Administrative Law Judge issue an initial determination to (a) terminate the Investigation in its entirety without prejudice, (b) rescind the Limited Exclusion Order currently in place in this matter in its entirety based on changed conditions of fact created by the Agreement, and (c) accord confidential treatment to the designated portions of the Agreement.

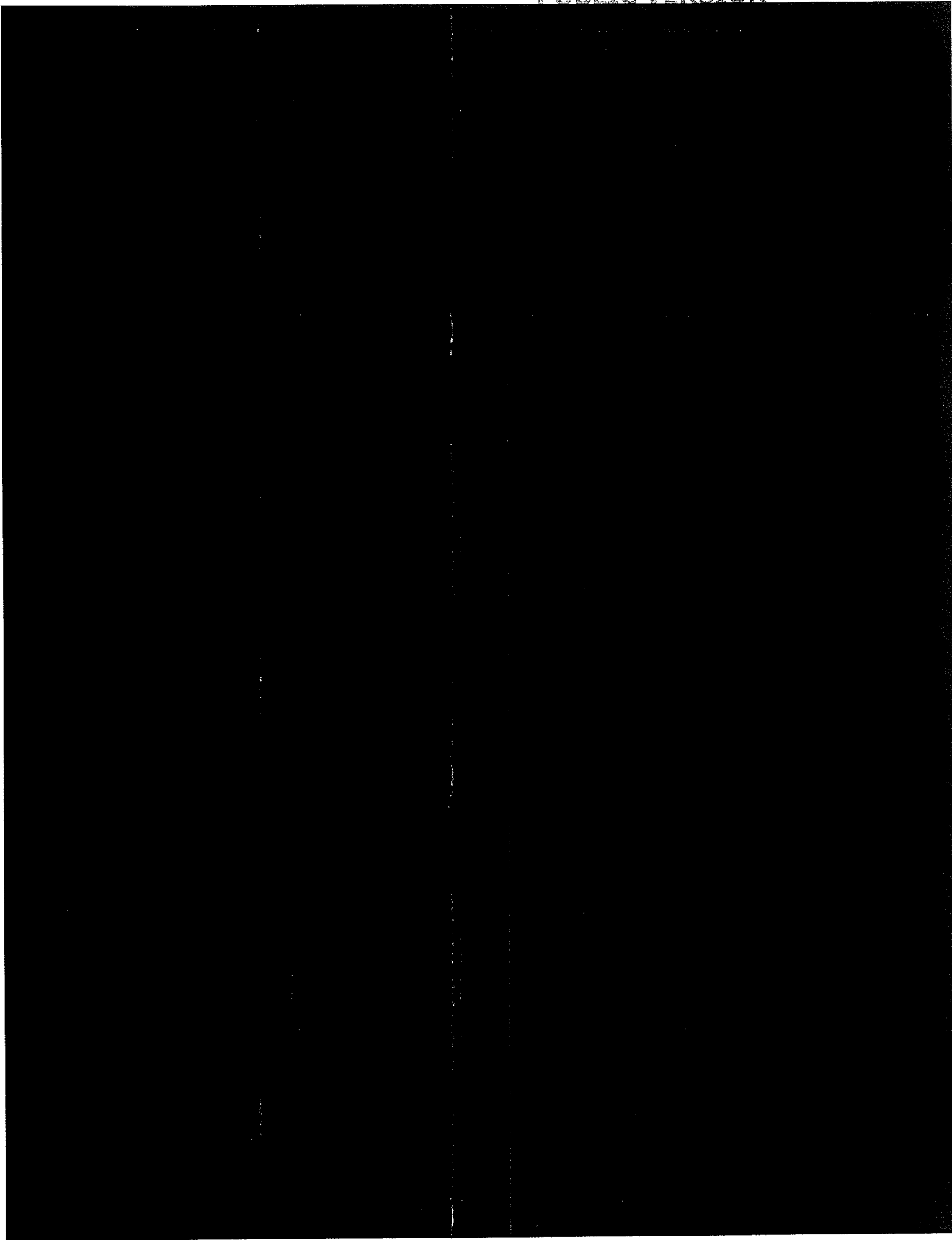
Apple and HTC certify that they conferred with counsel for the Office of Unfair Import Investigations, and they have indicated that [TBD after consultation with the Staff].

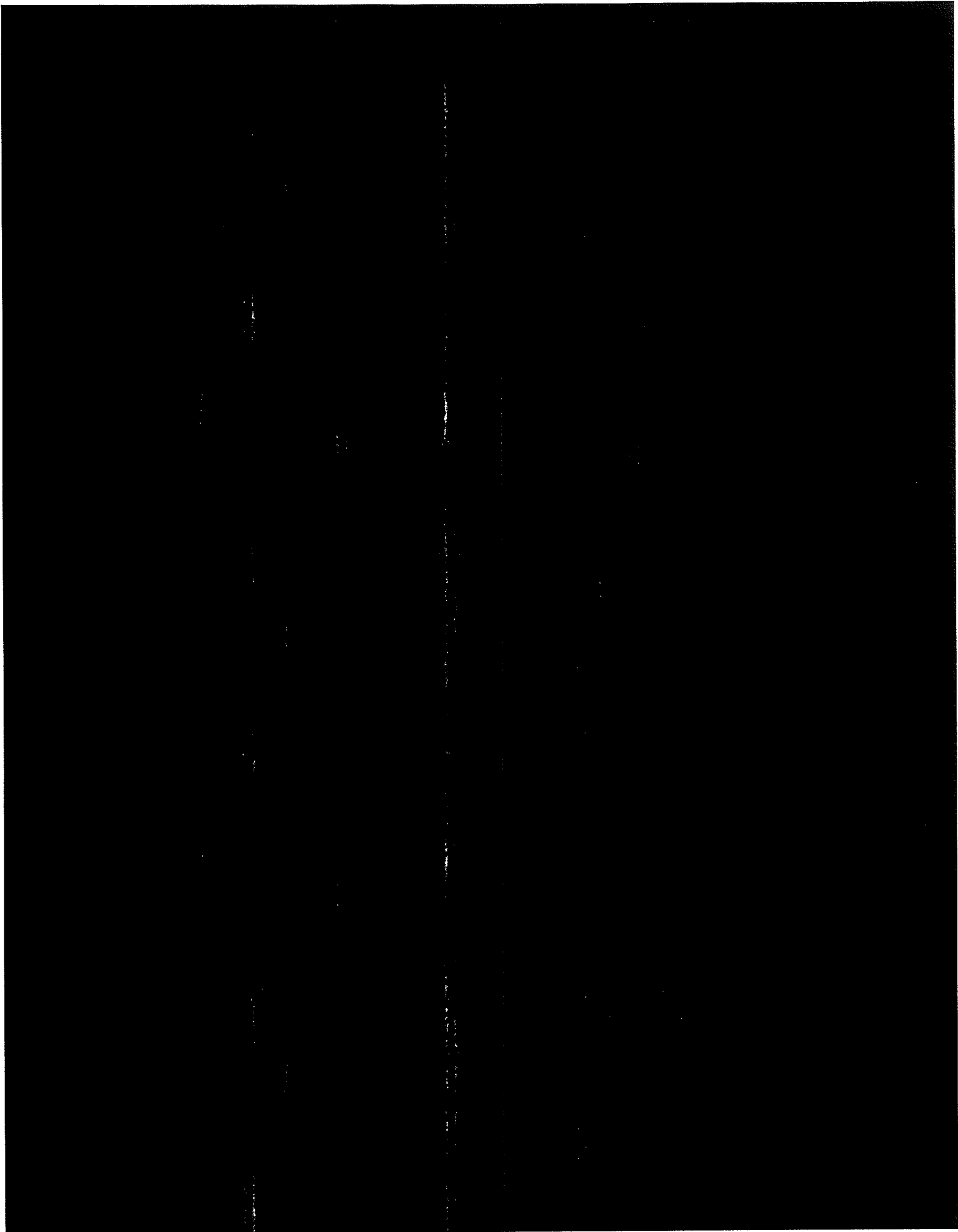
Dated: November __, 2012

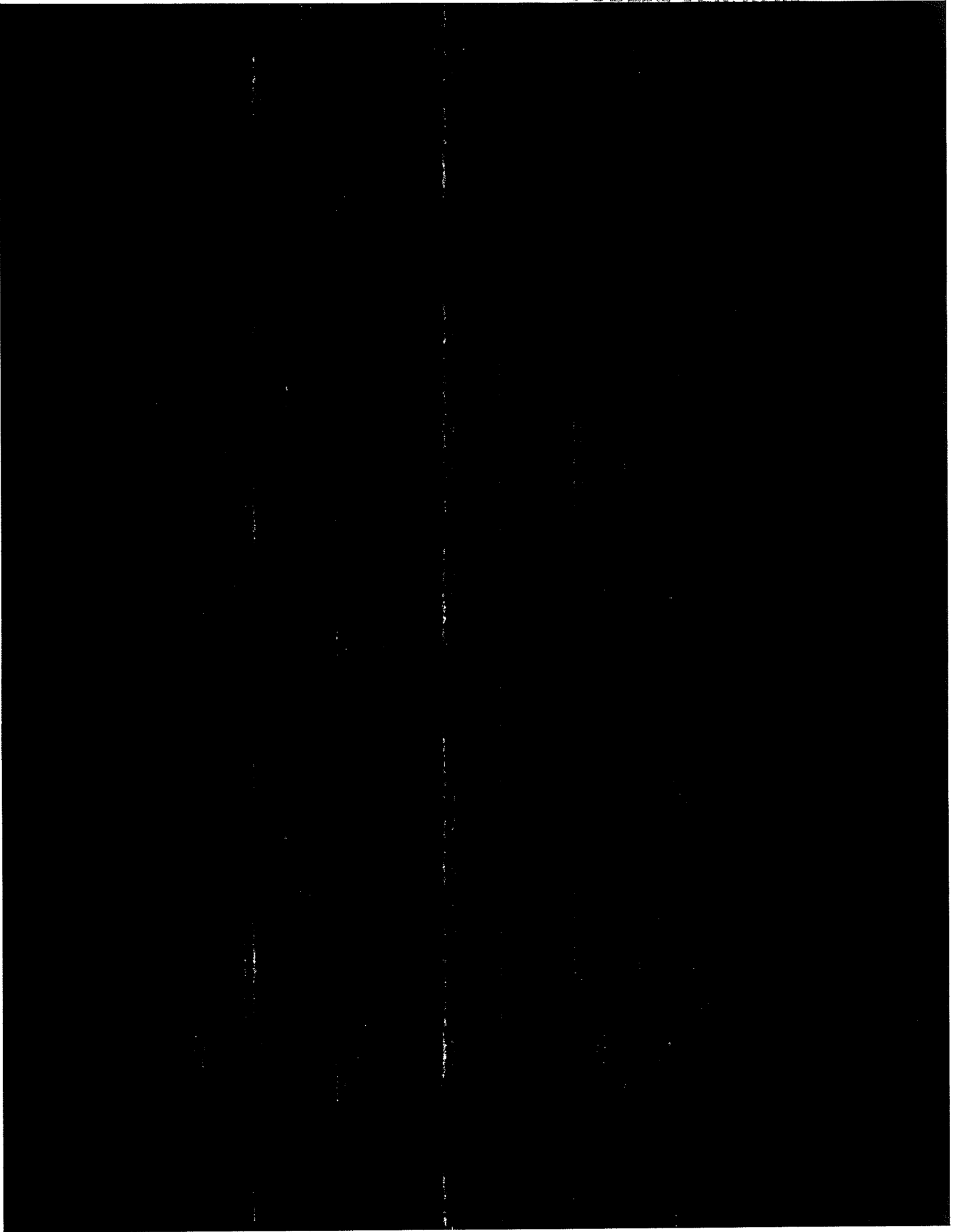
Respectfully submitted, <hr/> Gregory S. Arovas, P.C. Todd M. Friedman KIRKLAND & ELLIS LLP 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900 Edward C. Donovan F. Christopher Mizzo	Respectfully submitted, <hr/> Paul F. Brinkman S. Alex Lasher Patrick A. Fitch Jared W. Newton QUINN EMANUEL URQUHART & SULLIVAN, LLP 1299 Pennsylvania Ave. NW, Suite 825 Washington, DC 20004 Tel.: (202) 538-8000 Fax: (202) 538-8100
---	---

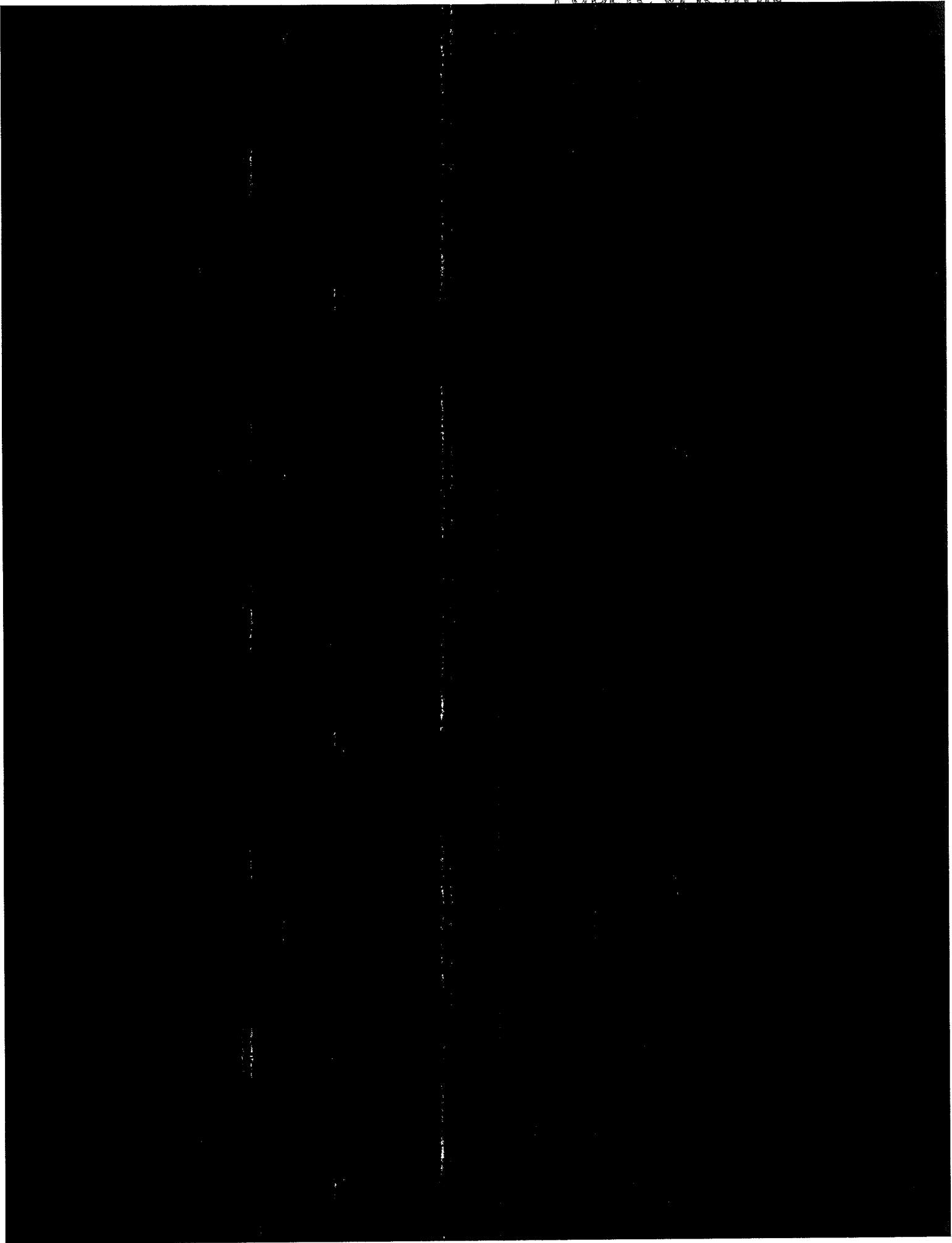
PUBLIC VERSION

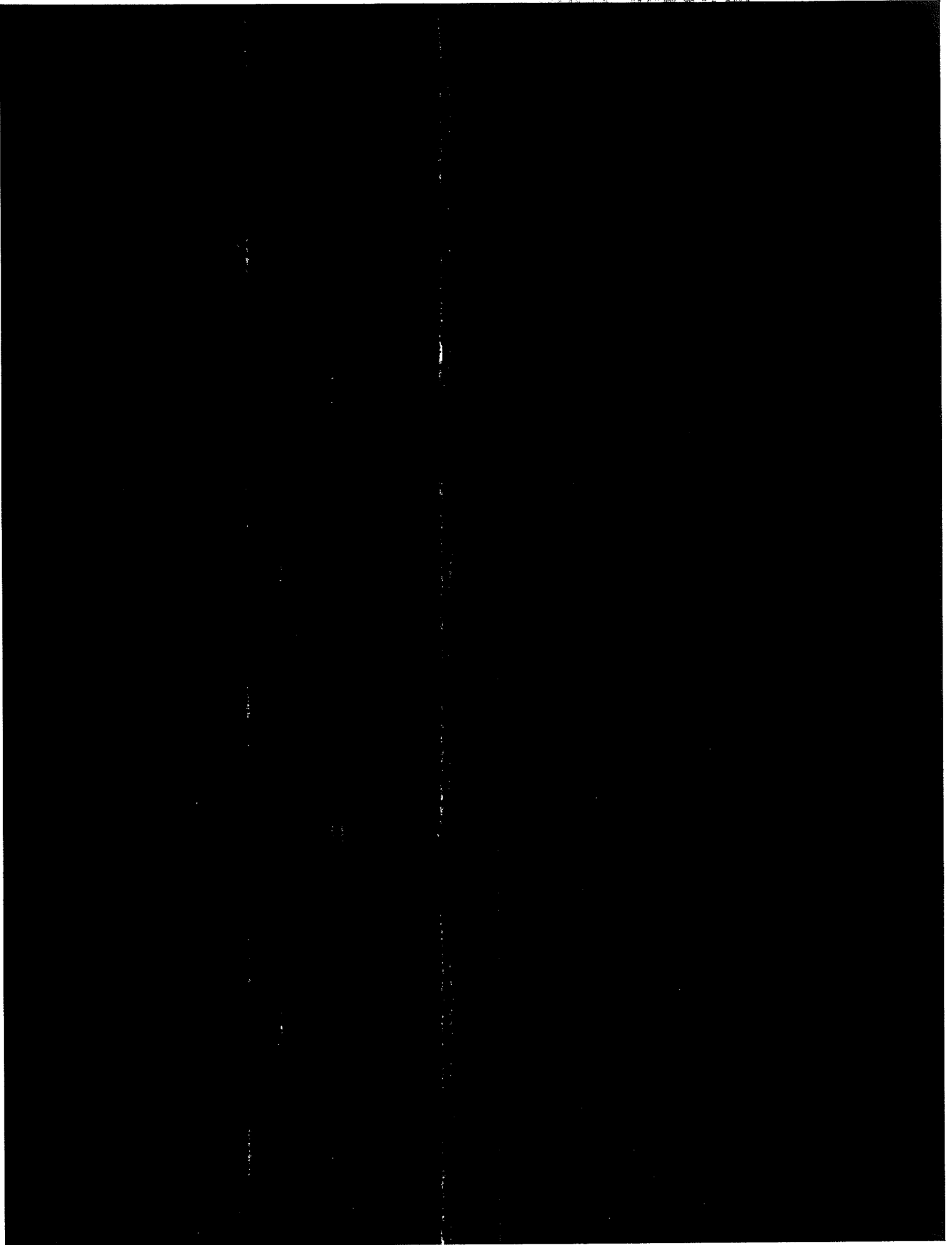
<p>D. Sean Trainor KIRKLAND & ELLIS LLP 655 Fifteenth Street, N.W. Washington, D.C. 20005 Telephone: (202) 879-5000 Facsimile: (202) 879-5100</p> <p>Marcus E. Sernel, P.C. KIRKLAND & ELLIS LLP 300 North LaSalle Street Chicago, Illinois 60654 Telephone: (312) 862-2000 Facsimile: (312) 862-2200</p> <p>V. James Adduci II Munford Page Hall, II Jonathan J. Engler Evan H. Langdon ADDUCI, MASTRIANI & SCHAUMBERG, LLP 1133 Connecticut Ave, NW, Twelfth Floor Washington, D.C. 20036 Telephone: (202) 467-6300</p> <p>Attorneys for Complainants Apple</p>	<p>E-mail: HTC-710-E@quinnemanuel.com</p> <p>Amy H. Candido Sean S. Pak Jordan R. Jaffe QUINN EMANUEL URQUHART & SULLIVAN, LLP 50 California Street, 22nd Floor San Francisco, CA 94111 Tel.: (415) 875-6600 Fax: (415) 875-6700 E-mail: HTC-710-E@quinnemanuel.com</p> <p>Counsel for Respondents HTC</p>
--	--











PUBLIC VERSION

Dated: November __, 2012

Respectfully submitted,

Gregory S. Arovas, P.C.
Todd M. Friedman
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Edward C. Donovan
F. Christopher Mizzo
D. Sean Trainor
KIRKLAND & ELLIS LLP
655 Fifteenth Street, N.W.
Washington, D.C. 20005
Telephone: (202) 879-5000
Facsimile: (202) 879-5100

Marcus E. Sernel, P.C.
KIRKLAND & ELLIS LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

V. James Adduci II
Munford Page Hall, II
Jonathan J. Engler
Evan H. Langdon
ADDUCI, MASTRIANI &
SCHAUMBERG, LLP
1133 Connecticut Ave, NW, Twelfth Floor
Washington, D.C. 20036
Telephone: (202) 467-6300

Attorneys for Complainants Apple

Respectfully submitted,

Paul F. Brinkman
S. Alex Lasher
Patrick A. Fitch
Jared W. Newton
QUINN EMANUEL URQUHART &
SULLIVAN, LLP
1299 Pennsylvania Ave. NW, Suite 825
Washington, DC 20004
Tel.: (202) 538-8000
Fax: (202) 538-8100
E-mail: HTC-710-E@quinnemanuel.com

Amy H. Candido
Sean S. Pak
Jordan R. Jaffe
QUINN EMANUEL URQUHART &
SULLIVAN, LLP
50 California Street, 22nd Floor
San Francisco, CA 94111
Tel.: (415) 875-6600
Fax: (415) 875-6700
E-mail: HTC-710-E@quinnemanuel.com

Counsel for Respondents HTC

PUBLIC VERSION

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

APPLE INC., and NeXT SOFTWARE,
INC., f/k/a NeXT COMPUTER, INC.

Plaintiffs,

v.

HIGH TECH COMPUTER CORP., aka
HTC CORP., HTC (B.V.I.) CORP., HTC
AMERICA, INC., and EXEDEA, INC.,

Defendants

Civil Action No.: 1:10-cv-166-GMS

**STIPULATION REGARDING DISMISSAL OF ENTIRE ACTION
WITHOUT PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs Apple Inc. and NeXT SOFTWARE, INC., f/k/a NeXT COMPUTER, INC. (collectively, "Apple") and Defendants High Tech Computer Corp. aka HTC Corp., HTC (B.V.I.) Corp., HTC America, Inc. and Exedea, Inc. (collectively, "HTC"), pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), that each and every claim and counterclaim between Apple and HTC in the above captioned matter are hereby dismissed WITHOUT PREJUDICE, and that each party shall bear its own costs, expenses and attorneys' fees.

Dated: November __, 2012.

Richard K. Herrmann (I.D. #405)
Mary B. Matterer (I.D. #2696)
MORRIS JAMES LLP
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801
(302) 888-6800
*Attorneys for Plaintiffs Apple Inc. and NeXT
SOFTWARE, INC., f/k/a NeXT COMPUTER,
INC.*

John W. Shaw (#3362)
Karen E. Keller (#4489)
SHAW KELLER LLP
800 Delaware Avenue, 3rd Floor
Wilmington, DE 19801
Telephone: (302) 476-2050
*Attorneys for Defendants High Tech Computer
Corp. aka HTC Corp., HTC (B.V.I.) Corp.,
HTC America, Inc. and Exedea, Inc.*

PUBLIC VERSION

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

APPLE INC.,

Plaintiff,

v.

HIGH TECH COMPUTER CORP., aka
HTC CORP., HTC (B.V.I.) CORP., HTC
AMERICA, INC., and EXEDEA, INC.,

Defendants

Civil Action No.: 1:10-cv-167-GMS

**STIPULATION REGARDING DISMISSAL OF ENTIRE ACTION
WITHOUT PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff Apple Inc. ("Apple") and Defendants High Tech Computer Corp. aka HTC Corp., HTC (B.V.I.) Corp., HTC America, Inc. and Exedea, Inc. (collectively, "HTC"), pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), that each and every claim and counterclaim between Apple and HTC in the above captioned matter are hereby dismissed WITHOUT PREJUDICE, and that each party shall bear its own costs, expenses and attorneys' fees.

Dated: November __, 2012.

Richard K. Herrmann (I.D. #405)
Mary B. Matterer (I.D. #2696)
MORRIS JAMES LLP
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801
(302) 888-6800

Attorneys for Plaintiff Apple Inc.

John W. Shaw (#3362)
Karen E. Keller (#4489)
SHAW KELLER LLP
800 Delaware Avenue, 3rd Floor
Wilmington, DE 19801
Telephone: (302) 476-2050

Attorneys for Defendants High Tech Computer Corp. aka HTC Corp., HTC (B.V.I.) Corp., HTC America, Inc. and Exedea, Inc.

PUBLIC VERSION

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

APPLE INC.,

Plaintiff,

v.

HIGH TECH COMPUTER CORP., aka
HTC CORP., HTC (B.V.I.) CORP., HTC
AMERICA, INC., and EXEDEA, INC.,

Defendants

Civil Action No.: 1:10-cv-544-GMS

**STIPULATION REGARDING DISMISSAL OF ENTIRE ACTION
WITHOUT PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff Apple Inc. ("Apple") and Defendants High Tech Computer Corp. aka HTC Corp., HTC (B.V.I.) Corp., HTC America, Inc. and Exedea, Inc. (collectively, "HTC"), pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), that each and every claim and counterclaim between Apple and HTC in the above captioned matter are hereby dismissed WITHOUT PREJUDICE, and that each party shall bear its own costs, expenses and attorneys' fees.

Dated: November __, 2012.

Richard K. Herrmann (I.D. #405)
Mary B. Matterer (I.D. #2696)
MORRIS JAMES LLP
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801
(302) 888-6800

Attorneys for Plaintiff Apple Inc.

John W. Shaw (#3362)
Karen E. Keller (#4489)
SHAW KELLER LLP
800 Delaware Avenue, 3rd Floor
Wilmington, DE 19801
Telephone: (302) 476-2050

Attorneys for Defendants High Tech Computer Corp. aka HTC Corp., HTC (B.V.I.) Corp., HTC America, Inc. and Exedea, Inc.

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

Before the Honorable E. James Gildea
Administrative Law Judge

In the Matter of

CERTAIN PORTABLE ELECTRONIC
DEVICES AND RELATED SOFTWARE

Investigation No. 337-TA-797

JOINT MOTION TO TERMINATE INVESTIGATION WITHOUT PREJUDICE

Pursuant to 19 C.F.R. § 210.21(b), Complainant Apple Inc. (“Apple”) and Respondents HTC Corp., HTC America, Inc. and Exedea, Inc. (collectively “HTC”) jointly move to terminate Investigation No. 337-TA-797 in its entirety without prejudice on the basis of a settlement agreement between Apple and HTC (collectively “the Private Parties”).

As set forth in the accompanying memorandum in support, Apple and HTC have entered into a certain settlement agreement that includes an agreement to terminate this Investigation in its entirety without prejudice (the “Agreement”). The Agreement contains Confidential Business Information within the meaning of 19 C.F.R. § 201.6. Accordingly, pursuant to § 210.21(b)(1), a non-confidential version of the Agreement is attached as Exhibit A. There are no other agreements, written or oral, express or implied between the parties concerning the subject matter of this Investigation.

Because the public interest and Commission precedent support the termination of a pending investigation based on settlement, the Private Parties respectfully request that the Administrative Law Judge issue an initial determination terminating the above-captioned Investigation without prejudice in accordance with the provisions of 19 U.S.C. § 1337(c) and 19 C.F.R. § 210.21(b).

The Private Parties certify that they conferred with counsel for the Office of Unfair

Import Investigations, and they have indicated that they do not oppose this motion

Dated: November __, 2012

Respectfully submitted,	Respectfully submitted,
<hr/> <p>Mark D. Fowler Aaron Wainscoat Erik Fuehrer Carrie Williamson DLA Piper LLP (US) 2000 University Avenue East Palo Alto, California 94303 Tel: 650-833-2000 Fax: 650-833-2001</p> <p>Tiffany Miller Rob Williams DLA Piper LLP (US) 401 B Street, Suite 1700 San Diego, California 92101 Tel: 619-699-2700 Fax: 619-699-2701</p> <p>David Alberti Elizabeth Day Clayton Thompson Yakov Zolotorev Feinberg, Day, Alberti & Thompson, LLP 401 Florence Street, Suite 200 Palo Alto, CA 94301</p> <p>Attorneys for Complainant Apple Inc.</p>	<hr/> <p>Robert P. Feldman QUINN EMANUEL URQUHART & SULLIVAN, LLP 555 Twin Dolphin Dr., 5th Floor Redwood Shores, California 94065 (650) 801-5000 (650) 801-5100 facsimile</p> <p>Amy H. Candido Sean Pak QUINN EMANUEL URQUHART & SULLIVAN, LLP 50 California Street, 22nd Floor San Francisco, California 94111 (415) 875-6600 (415) 875-6700 facsimile</p> <p>James M. Glass QUINN EMANUEL URQUHART & SULLIVAN, LLP 51 Madison Avenue, 22nd Floor New York, New York 10010 (212) 849-7000 (212) 849-7100 facsimile</p> <p>Paul F. Brinkman S. Alex Lasher QUINN EMANUEL URQUHART & SULLIVAN, LLP 1299 Pennsylvania Ave. NW, Suite 825 Washington, DC 20004 (202) 756-1950</p>

PUBLIC VERSION

PUBLIC VERSION

	(202) 756-1951 facsimile Attorneys for Respondents HTC Corp., HTC America, Inc., and Exedea, Inc.
--	--

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

Before the Honorable E. James Gildea
Administrative Law Judge

In the Matter of

CERTAIN PORTABLE ELECTRONIC
DEVICES AND RELATED SOFTWARE

Investigation No. 337-TA-797

**MEMORANDUM IN SUPPORT OF JOINT MOTION TO TERMINATE
INVESTIGATION**

On November __, 2012, Complainant Apple Inc. ("Apple") and Respondents HTC Corp., HTC America, Inc. and Exedea, Inc. (collectively "HTC") entered into a settlement agreement ("Agreement") which is fully effective and has been executed by authorized representatives of Apple and HTC. The settlement agreement includes an agreement to terminate this Investigation in its entirety without prejudice. Accordingly, Apple and HTC (collectively "the Private Parties") respectfully request that the Administrative Law Judge issue an initial determination terminating this Investigation.

Commission Rule 210.21(b)(1) provides that "[a]n investigation before the Commission may be terminated as to one or more respondents pursuant to section 337(c) of the Tariff Act of 1930 on the basis of a licensing or other settlement agreement." Commission Rule 210.21(b)(1). The terms of the settlement agreement between Apple and HTC are set forth in attached Exhibit A, from which Confidential Business Information within the meaning of 19 C.F.R. § 201.6 has been redacted. An unredacted copy of the Agreement will be filed separately as a confidential document.

The public interest and Commission policy generally favor settlement agreements as they preserve the Commission's and the private parties' time and resources. *See, e.g., Certain Microcomputer Memory Controllers, Components Thereof and Products Containing the Same,*

Inv. No. 337-TA-331, Order No. 28: Initial Determination, 1992 WL 811833, at 2 (Nov. 16, 1992) (“Settlement of litigation usually is considered to be in the public interest.”); *Certain Safety Eyewear and Components Thereof*, Inv. No. 337-TA-433, Order No. 37, at 2 (Nov. 3, 2000); *Certain Integrated Circuit Chipsets and Products Containing Same*, Inv. No. 337-TA-428, Order No. 16 (Pub. Version), at 5 (Aug. 22, 2000); *Certain Synchronous Dynamic Random Access Memory Devices, Microprocessors, and Products Containing Same*, Inv. No. 337-TA-431, Order No. 11 (Pub. Version), at 2 (July 13, 2000). Termination based upon a licensing or other settlement agreement is routinely granted. *Id.* Termination of this Investigation on the basis of the attached settlement agreement poses no threat to the public health and welfare, competitive conditions in the United States economy, the production of competitive articles in the United States, or United States consumers.

Accordingly, the Private Parties respectfully request that the Administrative Law Judge grant their joint motion and issue an initial determination terminating this Investigation in its entirety without prejudice.

Dated: November __, 2012

Respectfully submitted,	Respectfully submitted,
<hr/> Mark D. Fowler Aaron Wainscoat Erik Fuehrer Carrie Williamson DLA Piper LLP (US) 2000 University Avenue East Palo Alto, California 94303 Tel: 650-833-2000 Fax: 650-833-2001 Tiffany Miller Rob Williams	<hr/> Robert P. Feldman QUINN EMANUEL URQUHART & SULLIVAN, LLP 555 Twin Dolphin Dr., 5th Floor Redwood Shores, California 94065 (650) 801-5000 (650) 801-5100 facsimile Amy H. Candido Sean Pak QUINN EMANUEL URQUHART & SULLIVAN, LLP

<p>DLA Piper LLP (US) 401 B Street, Suite 1700 San Diego, California 92101 Tel: 619-699-2700 Fax: 619-699-2701</p> <p>David Alberti Elizabeth Day Clayton Thompson Yakov Zolotorev Feinberg, Day, Alberti & Thompson, LLP 401 Florence Street, Suite 200 Palo Alto, CA 94301</p> <p>Attorneys for Complainant Apple Inc.</p>	<p>50 California Street, 22nd Floor San Francisco, California 94111 (415) 875-6600 (415) 875-6700 facsimile</p> <p>James M. Glass QUINN EMANUEL URQUHART & SULLIVAN, LLP 51 Madison Avenue, 22nd Floor New York, New York 10010 (212) 849-7000 (212) 849-7100 facsimile</p> <p>Paul F. Brinkman S. Alex Lasher QUINN EMANUEL URQUHART & SULLIVAN, LLP 1299 Pennsylvania Ave. NW, Suite 825 Washington, DC 20004 (202) 756-1950 (202) 756-1951 facsimile</p> <p>Attorneys for Respondents HTC Corp., HTC America, Inc., and Exedea, Inc.</p>
--	---

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

APPLE INC.,

Plaintiff,

v.

HTC CORP., HTC (B.V.I.) CORP., HTC
AMERICA, INC., EXEDEA, INC. and HTC
AMERICA HOLDING, INC.,

Defendants

Civil Action No.: 1:11-cv-611-GMS

**STIPULATION REGARDING DISMISSAL OF ENTIRE ACTION
WITHOUT PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff Apple Inc. ("Apple") and Defendants HTC Corp., HTC (B.V.I.) Corp., HTC America, Inc., Exedea, Inc. and HTC America Holding, Inc. (collectively, "HTC"), pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), that each and every claim and counterclaim between Apple and HTC in the above captioned matter are hereby dismissed WITHOUT PREJUDICE, and that each party shall bear its own costs, expenses and attorneys' fees.

Dated: November __, 2012.

Denise S. Kraft (#2778)
Aleine M. Porterfield (#5053)
DLA PIPER LLP (US)
919 North Market Street, Suite 1500
Wilmington, DE 19801-3046
(302) 468-5700

Attorneys for Plaintiff Apple Inc.

John W. Shaw (#3362)
Karen E. Keller (#4489)
SHAW KELLER LLP
800 Delaware Avenue, 3rd Floor
Wilmington, DE 19801
Telephone: (302) 476-2050

*Attorneys for Defendants HTC Corp., HTC
(B.V.I.) Corp., HTC America, Inc., Exedea,
Inc. and HTC America Holding, Inc.*

PUBLIC VERSION

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

Before the Honorable Thomas B. Pender
Administrative Law Judge

In the Matter of

CERTAIN ELECTRONIC DEVICES WITH
COMMUNICATION CAPABILITIES,
COMPONENTS THEREOF, AND
RELATED SOFTWARE

Investigation No. 337-TA-808

JOINT MOTION TO TERMINATE THE INVESTIGATION WITHOUT PREJUDICE

Pursuant to 19 C.F.R. § 210.21(b), Complainant HTC Corp. (“HTC”) and Respondent Apple Inc. (“Apple”) jointly move to terminate Investigation No. 337-TA-808 in its entirety without prejudice on the basis of a settlement agreement between HTC and Apple (collectively “the Private Parties”).

As set forth in the accompanying memorandum in support, HTC and Apple have entered into a PATENT LICENSE AND SETTLEMENT AGREEMENT that includes an agreement to terminate this Investigation in its entirety without prejudice (the “Agreement”). The Agreement contains Confidential Business Information within the meaning of 19 C.F.R. § 201.6. Accordingly, pursuant to § 210.21(b)(1), a non-confidential version of the Agreement is attached as Exhibit A. There are no other agreements, written or oral, express or implied between HTC and Apple concerning the subject matter of this Investigation.

Because the public interest and Commission precedent support the termination of a pending investigation based on settlement, the Private Parties respectfully request that the Administrative Law Judge issue an initial determination terminating the above-captioned

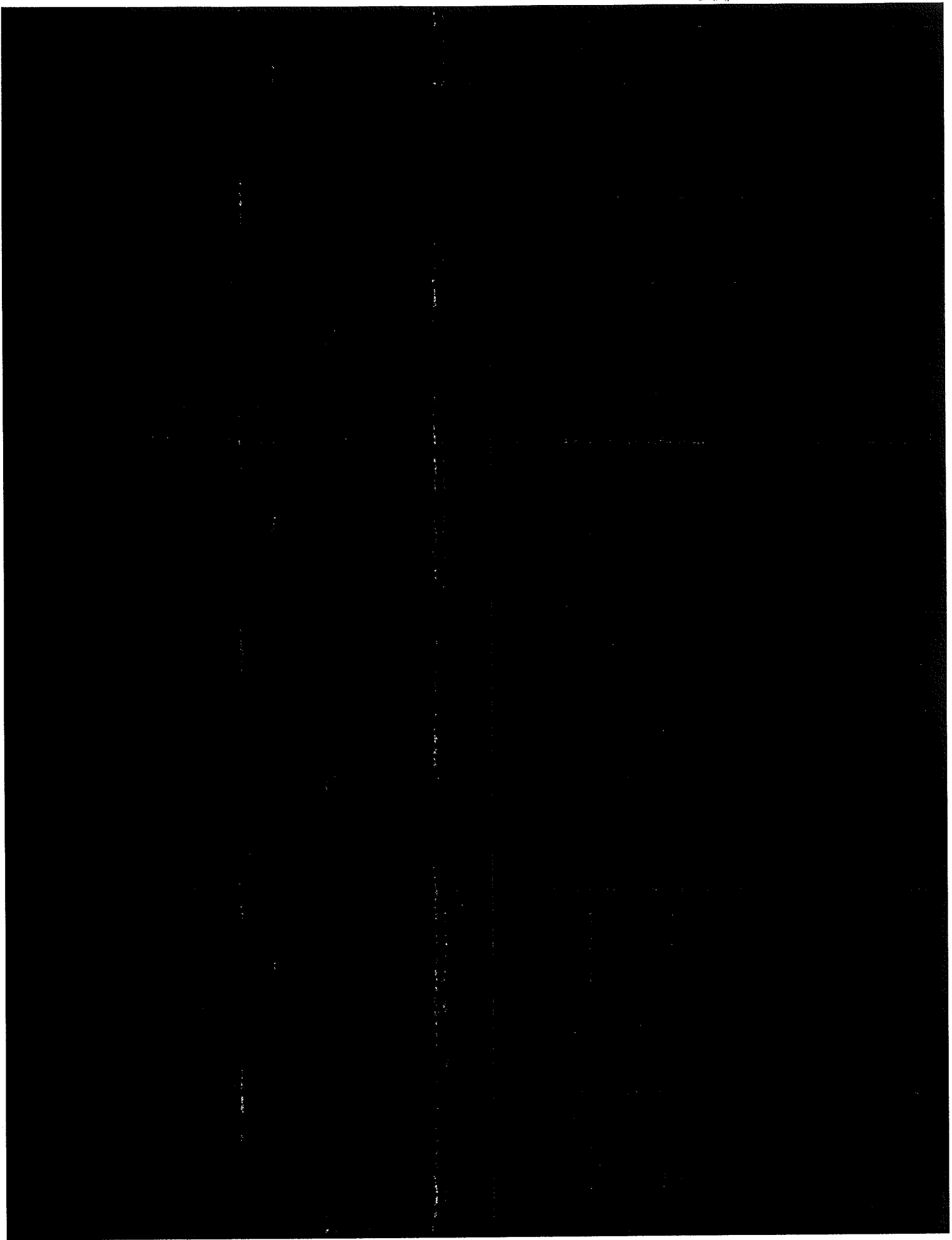
PUBLIC VERSION

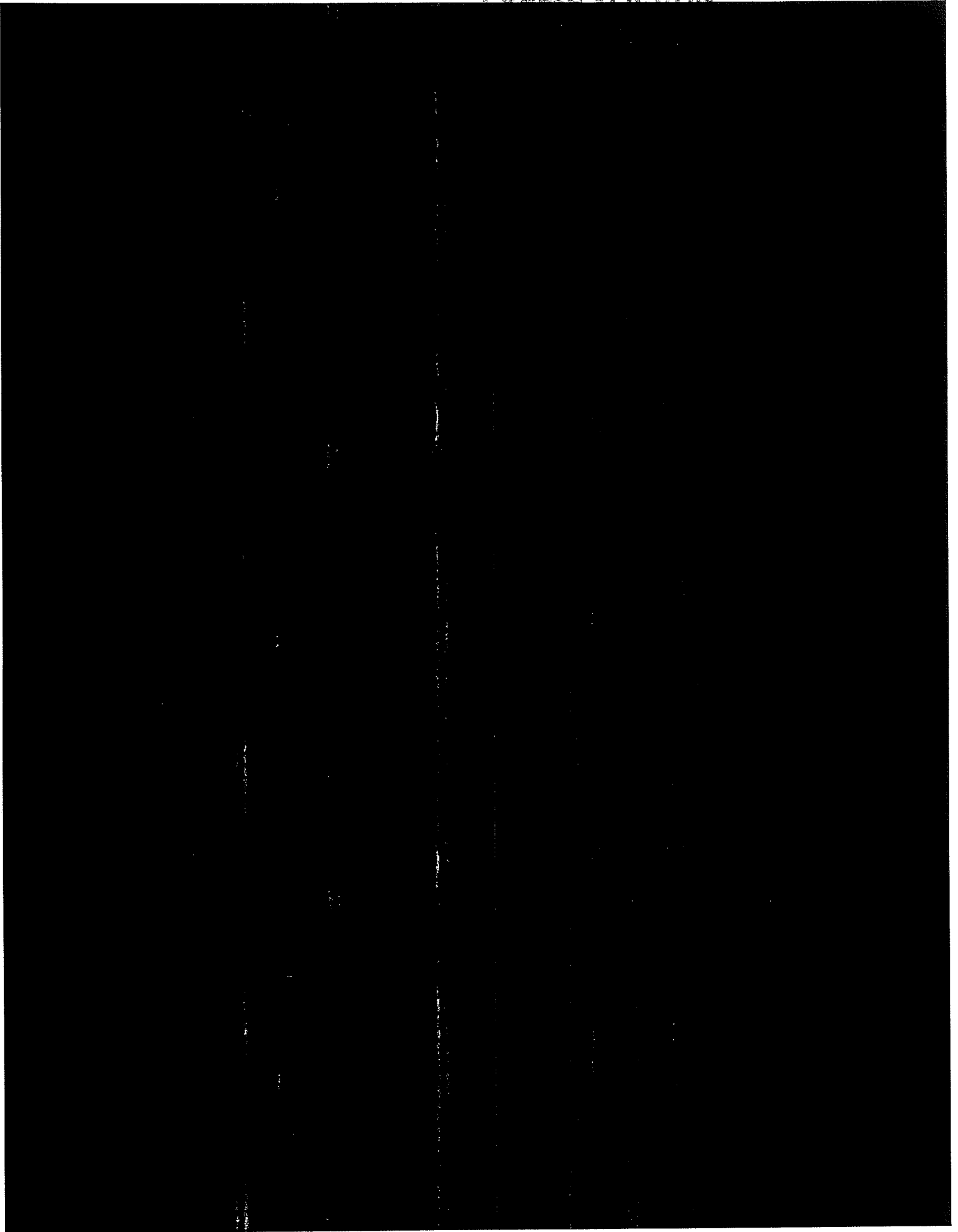
Investigation without prejudice in accordance with the provisions of 19 U.S.C. § 1337(c) and 19 C.F.R. § 210.21(b).

The Private Parties certify that they conferred with counsel for the Office of Unfair Import Investigations, and they have indicated that they do not oppose this motion

Dated: November __, 2012

<p>Respectfully submitted,</p> <hr/> <p>Thomas L. Jarvis Thomas W. Winland Steven M. Anzalone John R. Alison Houtan K. Esfahani Paul C. Goulet FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, LLP 901 New York Avenue, N.W. Washington, D.C. 20001-4413 Telephone: (202) 408-4000 Facsimile: (202) 408-4400</p> <p><i>Counsel for Complainant HTC Corp.</i></p>	<p>Respectfully submitted,</p> <hr/> <p>Michael J. McKeon Joseph Colaianni Ralph A. Phillips Rudhir B. Patel Steven A. Bowers FISH & RICHARDSON P.C. 1425 K Street, N.W., Suite 1100 Washington, D.C. 20005 Telephone: (202) 783-5070 Facsimile: (202) 783-2331</p> <p><i>Counsel for Respondent Apple Inc.</i></p>
---	--





PUBLIC VERSION

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

HTC CORPORATION,

Plaintiff,

v.

APPLE INC.,

Defendant.

C.A. No. 11-715-GMS

**PLAINTIFF HTC CORPORATION'S NOTICE OF DISMISSAL WITHOUT
PREJUDICE PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 41(a)(1)(A)(i)**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), plaintiff HTC Corporation ("HTC") files this notice of dismissal of the above-captioned action without prejudice.

Prior to HTC's filing of this notice of dismissal, defendant Apple, Inc. ("Apple") did not serve either an answer or a motion for summary judgment in the above-captioned action. Rather, Apple elected to stay this action under 28 U.S.C. § 1659. Under these circumstances, HTC is entitled under Rule 41(a)(1)(A)(1) to dismiss the above-captioned action, without prejudice, upon notice and without a court order. *RFR Industries Inc. v. Century Steps Inc.*, 477 F.3d 1348 (Fed. Cir. 2007) (dismissing upon notice: "So long as a plaintiff has not been served with an answer or a motion for summary judgment, the plaintiff need do no more than file a notice of dismissal to dismiss the case.").

PUBLIC VERSION

Dated: November __, 2012

**YOUNG CONAWAY STARGATT & TAYLOR
LLP**

John W. Shaw (#3362)
Karen L. Pascale (#2903)
Karen E. Keller (#4489)
Rodney Square
1000 North King Street
Wilmington, DE 19899-0391
Telephone: (302) 571-6600

Attorneys for Plaintiff HTC Corporation

PUBLIC VERSION

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

HTC CORPORATION,

Plaintiff /Counterclaim-Defendant,

v.

APPLE INC.,

Defendant/Counterclaim-Plaintiff.

C.A. No. 11-785-GMS

STIPULATION REGARDING DISMISSAL OF ENTIRE ACTION

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff/Counterclaim Defendant HTC Corporation ("HTC") and Defendant/Counterclaim Plaintiff Apple Inc. ("Apple") pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), that each and every claim and counterclaim between Apple and HTC in the above captioned matter are hereby dismissed WITH PREJUDICE solely with respect to HTC and WITHOUT PREJUDICE with respect to Apple and to any other person or entity, and that each party shall bear its own costs, expenses and attorneys' fees.

Dated: November __, 2012

Karen L. Pascale (#2903)
James L. Higgins (#5021)
1000 North King Street
Wilmington, DE 19899-0391
Telephone: (302) 571-6600

*Attorneys for Plaintiff/Counterclaim-
Defendant HTC Corporation*

Richard K. Herrmann (I.D. #405)
Mary B. Matterer (I.D. #2696)
MORRIS JAMES LLP
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801
(302) 888-6800
mmatterer@morrisjames.com

*Attorneys for Defendant/Counterclaim-
Plaintiff Apple Inc.*

PUBLIC VERSION

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

APPLE INC.,

Plaintiff,

v.

HTC CORPORATION, HTC AMERICA,
INC., ONE & COMPANY DESIGN, INC.,
and HTC AMERICA INNOVATION, INC.

Defendants

Civil Action No.: 1:12-cv-1004-GMS

**STIPULATION REGARDING DISMISSAL OF ENTIRE ACTION
WITHOUT PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff Apple Inc. ("Apple") and Defendants HTC Corporation, HTC America, Inc., One & Company Design, Inc., and HTC America Innovation, Inc. (collectively, "HTC") (collectively, "HTC"), pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), that each and every claim and counterclaim between Apple and HTC in the above captioned matter are hereby dismissed WITHOUT PREJUDICE, and that each party shall bear its own costs, expenses and attorneys' fees.

Dated: November __, 2012.

Richard K. Herrmann (I.D. #405)
Mary B. Matterer (I.D. #2696)
MORRIS JAMES LLP
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801
(302) 888-6800

Attorneys for Plaintiff Apple Inc.

John W. Shaw (#3362)
Karen E. Keller (#4489)
SHAW KELLER LLP
800 Delaware Avenue, 3rd Floor
Wilmington, DE 19801
Telephone: (302) 476-2050

*Attorneys for Defendants HTC Corporation,
HTC America, Inc., One & Company Design,
Inc. and HTC America Innovation, Inc.*

PUBLIC VERSION

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

APPLE INC.,

Plaintiff,

v.

HTC CORPORATION,

Defendant

Civil Action No.: 1:12-cv-1055-GMS

**STIPULATION REGARDING DISMISSAL OF ENTIRE ACTION
WITHOUT PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff Apple Inc. ("Apple") and Defendant HTC Corporation, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), that each and every claim and counterclaim between Apple and HTC in the above captioned matter are hereby dismissed WITHOUT PREJUDICE, and that each party shall bear its own costs, expenses and attorneys' fees.

Dated: November __, 2012.

Richard K. Herrmann (I.D. #405)
Mary B. Matterer (I.D. #2696)
MORRIS JAMES LLP
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801
(302) 888-6800

Attorneys for Plaintiff Apple Inc.

John W. Shaw (#3362)
Karen E. Keller (#4489)
SHAW KELLER LLP
800 Delaware Avenue, 3rd Floor
Wilmington, DE 19801
Telephone: (302) 476-2050

Attorneys for Defendant HTC Corporation

PUBLIC VERSION

UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT

2012-1125

APPLE INC.,

Appellant,

v.

INTERNATIONAL TRADE COMMISSION,

Appellee,

and

HTC CORPORATION and HTC AMERICA, INC.,

Intervenors.

On appeal from the United States International Trade Commission in
Investigation No. 337-TA-710

UNOPPOSED MOTION TO DISMISS

Marcus E. Sernel, P.C.
KIRKLAND & ELLIS LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Attorneys for Appellant Apple Inc.

PUBLIC VERSION

Apple Inc., the appellant in this appeal, moves to dismiss this appeal pursuant to Fed. R. App. P. 42(b), with each party to bear its own costs on appeal. Both the International Trade Commission and the intervenors, HTC Corporation and HTC America, Inc., have consented to this motion.

Dated: November __, 2012

Respectfully submitted,

Marcus E. Sernel, P.C.
KIRKLAND & ELLIS LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Attorneys for Appellant Apple Inc.

PUBLIC VERSION

UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT

2012-1226

HTC CORPORATION and HTC AMERICA, INC.,

Appellants,

v.

INTERNATIONAL TRADE COMMISSION,

Appellee,

and

APPLE INC.,

Intervenor.

On appeal from the United States International Trade Commission in
Investigation No. 337-TA-710

UNOPPOSED MOTION TO DISMISS

HTC Corporation and HTC America, Inc., appellants in this appeal, move to dismiss this appeal pursuant to Fed. R. App. P. 42(b), with each party to bear its own costs on appeal. Both appellee International Trade Commission and intervenor, Apple Inc., have consented to this motion.

PUBLIC VERSION

Dated: November __, 2012

Respectfully submitted,

(To be inserted by Lead Counsel in
Appeal No. 12-1226)

Landgericht München I
- 21. Zivilkammer -
Lenbachplatz 7
80333 München I

- vorab per Telefax -

Aktenzeichen: 21 O 14039/11

In Sachen

Apple Inc.

(Bardehle Pagenberg, München)

gegen

1. HTC Europe Co. Ltd.
2. The Phone House Telecom GmbH
3. HTC Corporation

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 1 964 022 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht München I
- 21. Zivilkammer -
Lenbachplatz 7
80333 München I

- vorab per Telefax -

Aktenzeichen: 21 O 2017/12

In Sachen

Apple Inc.

(Bardehle Pagenberg, München)

gegen

1. HTC Europe Co. Ltd.
2. The Phone House Telecom GmbH
3. HTC Corporation

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 2 126 678 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht München I
- 21. Zivilkammer -
Lenbachplatz 7
80333 München I

- vorab per Telefax -

Aktenzeichen: 21 O 6997/12

In Sachen

Apple Inc.

(Bardehle Pagenberg, München)

gegen

1. HTC Europe Co. Ltd.
2. The Phone House Telecom GmbH
3. HTC Corporation

(Preu Bohlrig & Partner, Düsseldorf)

wegen Patentverletzung (EP 2 059 868 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht München I
- 21. Zivilkammer -
Lenbachplatz 7
80333 München I

- vorab per Telefax -

Aktenzeichen: 21 O 19210/12

In Sachen

Apple Inc.

(Bardehle Pagenberg, München)

gegen

1. HTC Europe Co. Ltd.
2. The Phone House Telecom GmbH
3. HTC Corporation

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 2 059 868 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht Mannheim
2. Zivilkammer
68149 Mannheim

- vorab per Telefax -

Aktenzeichen: 2 O 235/11

In Sachen

Apple Inc.

(Bardehle Pagenberg, München)

gegen

1. HTC Europe Co. Ltd.
2. The Phone House Telecom GmbH

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 1 168 859 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht Mannheim
2. Zivilkammer
68149 Mannheim

- vorab per Telefax -

Aktenzeichen: 2 O 386/11

In Sachen

Apple Inc.

(Bardehle Pagenberg, München)

gegen

HTC Corporation

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 1 168 859 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

Bundespatentgericht
Cincinnatistraße 64
81549 München

- vorab per Telefax -

Aktenzeichen: 2 Ni 55/11 (EP)

In Sachen

HTC Europe Co. Ltd.

(Müller Hoffmann & Partner)

gegen

Apple Inc.

wegen Nichtigkeit EP 1 964 022 B1

nehmen wir in Erfüllung eines zwischen den Parteien
geschlossenen Vergleichs die Klage zurück. Die Partei-
en werden keine Kostenanträge stellen.

Dr. Achim Müller
Patentanwalt

Bundespatentgericht
Cincinnatistraße 64
81549 München

- vorab per Telefax -

Aktenzeichen: 2 Ni 58/11 (EP)

In Sachen

HTC Europe Co. Ltd.

(Müller Hoffmann & Partner)

gegen

Apple Inc.

wegen Nichtigkeit EP 2 059 868 B1

nehmen wir in Erfüllung eines zwischen den Parteien
geschlossenen Vergleichs die Klage zurück. Die Partei-
en werden keine Kostenanträge stellen.

Dr. Achim Müller
Patentanwalt

Bundespatentgericht
Cincinnatistraße 64
81549 München

- vorab per Telefax -

Aktenzeichen: 5 Ni 54/11 (EP)

In Sachen

HTC Europe Co. Ltd.

(Müller Hoffmann & Partner)

gegen

Apple Inc.

wegen Nichtigkeit EP 1 168 859 B1

nehmen wir in Erfüllung eines zwischen den Parteien
geschlossenen Vergleichs die Klage zurück. Die Partei-
en werden keine Kostenanträge stellen.

Dr. Achim Müller
Patentanwalt

PUBLIC VERSION

Landgericht München I
- 21. Zivilkammer -
Lenbachplatz 7
80333 München I

- vorab per Telefax -

Aktenzeichen: 2 O 445/11

In Sachen

Apple Inc.

(Bardehle Pagenberg, München)

gegen

1. HTC Corporation

(Preu Bohlrig & Partner, Düsseldorf)

wegen Patentverletzung (EP 2 098 948 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht München I
- 21. Zivilkammer -
Lenbachplatz 7
80333 München I

- vorab per Telefax -

Aktenzeichen: 2 O 446/11

In Sachen

Apple Inc.

(Bardehle Pagenberg, München)

gegen

1. HTC Germany GmbH

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 2 098 948 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Oberlandesgericht Karlsruhe
6. Zivilsenat
Hoffstraße 10
76133 Karlsruhe

- vorab per Telefax -

Aktenzeichen: 6 U 98/12

In Sachen

Apple Inc.

(Freshfields Bruckhaus Deringer, München)

g e g e n

HTC Corporation

(Preu Bohligh & Partner, Düsseldorf)

wegen EP 2 098 948

stimmt die Beklagte der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Oberlandesgericht Karlsruhe
6. Zivilsenat
Hoffstraße 10
76133 Karlsruhe

- vorab per Telefax -

Aktenzeichen: 6 U 99/12

In Sachen

Apple Inc.

(Freshfields Bruckhaus Deringer, München)

g e g e n

HTC Germany GmbH

(Preu Bohligh & Partner, Düsseldorf)

wegen EP 2 098 948

stimmt die Beklagte der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht Mannheim
2. Zivilkammer
68149 Mannheim

- vorab per Telefax -

Aktenzeichen: 2 O 64/12

In Sachen

Apple Inc.

(Freshfields, München)

gegen

HTC Corporation

(Preu Böhlig & Partner, Düsseldorf)

wegen Patentverletzung (EP 0 719 487 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht Mannheim
2. Zivilkammer
68149 Mannheim

- vorab per Telefax -

Aktenzeichen: 2 O 66/12

In Sachen

Apple Inc.

(Freshfields, München)

gegen

HTC Germany GmbH

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 0 719 487 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht Mannheim
2. Zivilkammer
68149 Mannheim

- vorab per Telefax -

Aktenzeichen: 7 O 76/12

In Sachen

Apple Inc.

(Freshfields, München)

gegen

HTC Corporation

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 0 769 169 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht Mannheim
2. Zivilkammer
68149 Mannheim

- vorab per Telefax -

Aktenzeichen: 7 O 77/12

In Sachen

Apple Inc.

(Freshfields, München)

gegen

HTC Germany GmbH

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 0 769 169 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Käther
Rechtsanwalt

PUBLIC VERSION

Landgericht Mannheim
2. Zivilkammer
68149 Mannheim

- vorab per Telefax -

Aktenzeichen: 7 O 134/12

In Sachen

Apple Inc.

(Freshfields, München)

gegen

HTC Corporation

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 0 760 131 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht Mannheim
2. Zivilkammer
68149 Mannheim

- vorab per Telefax -

Aktenzeichen: 7 O 135/12

In Sachen

Apple Inc.

(Freshfields, München)

gegen

HTC Germany GmbH

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 0 760 131 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht Mannheim
2. Zivilkammer
68149 Mannheim

- vorab per Telefax -

Aktenzeichen: 2 O 163/12

In Sachen

Apple Inc.

(Freshfields, München)

gegen

HTC Corporation

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 0 664 021 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Landgericht Mannheim
2. Zivilkammer
68149 Mannheim

- vorab per Telefax -

Aktenzeichen: 2 O 164/12

In Sachen

Apple Inc.

(Freshfields, München)

gegen

HTC Germany GmbH

(Preu Bohligh & Partner, Düsseldorf)

wegen Patentverletzung (EP 0 664 021 B1)

stimmen wir der Klagerücknahme zu. Die Parteien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

Bundespatentgericht
Cincinnatistraße 64
81549 München

- vorab per Telefax -

Aktenzeichen: 2 Ni 23/12 (EP)

In Sachen

HTC Germany GmbH
(Gulde Hengelhaupt Ziebig & Schneider)

gegen

Apple Inc.

wegen Nichtigkeit EP 0 769 169 B1

nehmen wir in Erfüllung eines zwischen den Parteien
geschlossenen Vergleichs die Klage zurück. Die Partei-
en werden keine Kostenanträge stellen.

Dr. Sönke Lorenz
Patentanwalt

PUBLIC VERSION

Bundespatentgericht
Cincinnatistraße 64
81549 München

- vorab per Telefax -

Aktenzeichen: 5 Ni 76/12 (EP)

In Sachen

HTC Germany GmbH

(Winter Brandl et. al.)

gegen

Apple Inc.

wegen Nichtigkeit EP 0 719 487 B1

nehmen wir in Erfüllung eines zwischen den Parteien
geschlossenen Vergleichs die Klage zurück. Die Partei-
en werden keine Kostenanträge stellen.

Ronald Roth
Patentanwalt

PUBLIC VERSION

Civil Appeals Office
Room E307
Royal Courts of Justice
Strand
London WC2A 2LL

By Hand and Email:
civilappeals.cmsa@hmcts.gsi.gov.uk

09 November 2012

Dear Sirs

Apple Inc. v HTC Europe Co. Ltd. and HTC Corporation
Appeal Nos. 2012/2043 and 2012/2044 (the *Appeals*)

By this letter the parties jointly notify the Court that they have agreed to dispose of part of the Appeal against the Order of The Hon. Mr Justice Floyd dated July 4, 2012 (the ***Order***). The parties have agreed that:

- (i) Apple Inc. will not pursue the elements of the Appeal relating to HTC's infringement of the EP 2 098 948 patent; and
- (ii) HTC Europe Co. Ltd. and HTC Corporation will not pursue the matters raised in its respondent's notice.

The parties have further agreed that, to the extent that costs have already been accrued in relation to these elements of the Appeal, the parties shall bear their own costs. There shall be no further order as to costs with respect to these elements of the Appeal.

Yours faithfully

[]
Solicitors for the Appellant

[]
Solicitors for the Respondent

LONDON
65 Fleet Street
London EC4Y 1HS

T+ 44 20 7936 4000

Direct T+ 44 20 7832 7100

F+ 44 20 7832 7001

Direct F+ 44 20 7108 7100

LDE No 23

E [christopher.forsyth@](mailto:christopher.forsyth@freshfields.com)

freshfields.com

W freshfields.com

DOC ID LON23044666/4+

OUR REF CF/JJSW/MS/KW

YOUR REF A3/2012/2044

CLIENT MATTER NO PMF-507481

Application notice

For help in completing this form please read the notes for guidance form N244 Notes.

PUBLIC VERSION

In the HIGH COURT OF JUSTICE CHANCERY DIVISION PATENTS COURT	
Claim nos.	HC12 C01465
Warrant no. (if applicable)	
Claimant / Part 20 Defendant's name (including ref.)	HTC EUROPE CO. LTD (REF: HTC1.10/SA)
Defendant / Part 20 Claimant's name (including ref.)	APPLE INC (REF: CF/JJSW/MS/KW)
Date	2012

1. What is your name or, if you are a solicitor, the name of your firm?

Powell Gilbert LLP

2. Are you a ☒ Claimant ☐ Defendant ☒ Solicitor
☐ Other (please specify) _____

If you are a solicitor whom do you represent?

HTC Europe Co. Ltd

3. What order are you asking the court to make and why?

An Order that there shall be no order as to costs

4. Have you attached a draft of the order you are applying for? ☒ Yes ☐ No
5. How do you want to have this application dealt with? ☐ at a hearing ☒ without a hearing
☐ at a telephone hearing
6. How long do you think the hearing will last? Hours Minutes
Is this time estimate agreed by all parties? ☐ Yes ☐ No

7. Give details of any fixed trial date or period

See overleaf

8. What level of Judge does your hearing need?

High Court Judge

9. Who should be served with this application?

Defendant / Part 20 Claimant

10. What information will you be relying on, in support of your application?

- ☐ the attached witness statement
- ☐ the statement of case
- ☒ the evidence set out in the box below

PUBLIC VERSION

If necessary, please continue on a separate sheet.

The parties have agreed terms on which these proceedings be settled and the parties have served and filed Notices of Discontinuance in relation to the claims and Part 20 claims. The attached draft Order has been agreed and signed by the solicitors for the parties.

The trial of HC12 C01465 is listed to be heard in a trial window commencing on 19 November 2012 with an estimated length of 4 days.

Statement of Truth

The applicant believes that the facts stated in this section are true.

Signed _____ Dated _____ 2012
Applicant's Solicitor

Full name Alex Wilson

Name of applicant's solicitor's firm Powell Gilbert LLP

Position or office held Partner
(if signing on behalf of firm or company)

11. Signature and address details

Signed _____ Dated _____
Applicant's Solicitor

Position or office held Partner
(if signing on behalf of firm or company)

Applicant's address to which documents about this application should be sent

Powell Gilbert LLP 85 Fleet Street London									
Postcode		E	C	4	Y	1	A	E	

If applicable	
Phone no.	020 3040 8000
Fax no.	020 3040 8001
DX no.	DX 358 London/Chancery Lane
Ref no.	HTC1.10/SA

E-mail address	NOT FOR SERVICE OF DOCUMENTS
----------------	------------------------------

Court Staff cannot give legal advice. If you need information or advice on a legal problem you can contact Community Legal Service Direct on 0845 345 4 345 or www.clsdirect.org.uk, or a Citizens Advice Bureau. Details of your local offices and contact numbers are available via their website www.citizensadvice.org.uk

Paying the court fee

A court fee is payable depending on the type of application you are making. For example:

- To apply for judgment to be set aside
- To apply to vary a judgment or suspend enforcement
- To apply for a summons or order for a witness to attend
- To apply by consent, or without service of the application notice, for a judgment or order.

No fee is payable for an application by consent for an adjournment of a hearing if it is received by the court at least 14 days before the date of the hearing.

What if I cannot afford the fee?

If you show that a payment of a court fee would involve undue hardship to you, you may be eligible for a fee concession.

For further information, or to apply for a fee concession, ask court staff for a copy of the combined booklet and form EX160A - Court fees - Do I have to pay them? This is also available from any county court office, or a copy of the leaflet can be downloaded from our website www.hmcourts-service.gov.uk

Completing the form

Question 3

Set out what order you are applying for and why; e.g. to adjourn the hearing because..., to set aside a judgment against me because... etc.

Question 5

Most applications will require a hearing and you will be expected to attend. The court will allocate a hearing date and time for the application. Please indicate in a covering letter any dates that you are unavailable within the next six weeks.

The court will only deal with the application 'without a hearing' in the following circumstances.

- Where all the parties agree to the terms of the order being asked for;
- Where all the parties agree that the court should deal with the application without a hearing, or
- Where the court does not consider that a hearing would be appropriate.

Telephone hearings are only available in applications where at least one of the parties involved in the case is legally represented. Not all applications will be suitable for a telephone hearing and the court may refuse your request.

Question 6

If you do not know how long the hearing will take do not guess but leave these boxes blank.

Question 7

If your case has already been allocated a hearing date or trial period please insert details of those dates in the box.

Question 8

If your case is being heard in the High Court or a District Registry please indicate whether it is to be dealt with by a Master, District Judge or Judge.

Question 9

Please indicate in the box provided who you want the court to send a copy of the application to.

Question 10

In this section please set out the information you want the court to take account of in support of the application you are making.

If you wish to rely on:

- **a witness statement**, tick the first box and attach the statement to the application notice. A witness statement form is available on request from the court office.
- **a statement of case**, tick the second box if you intend to rely on your particulars of claim or defence in support of your application.
- **written evidence** on this form, tick the third box and enter details in the space provided. You must also complete the statement of truth. Proceedings for contempt of court may be brought against a person who signs a statement of truth without an honest belief in its truth.

Question 11

The application must be signed and include your current address and contact details. If you agree that the court and the other parties may communicate with you by Document Exchange, telephone, facsimile or email, complete the details

Before returning your form to the court

Have you:

- signed the form on page 2,
- enclosed the correct fee or an application for fee concession,
- made sufficient copies of your application and supporting documentation. You will need to submit one copy for each party to be served and one copy for the court.

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
PATENTS COURT

BEFORE MR JUSTICE

DATED THIS DAY OF 2012

BETWEEN:

HTC EUROPE CO. LTD
Claimant / Part 20 Defendant

- and -

APPLE INC.
Defendant / Part 20 Claimant

Draft CONSENT ORDER

UPON the Claimant / Part 20 Defendant and Defendant / Part 20 Claimant reaching agreement in relation to the settlement of the Claim and Counterclaim brought by the Claimant and Part 20 Claimant herein.

AND UPON the Claimant / Part 20 Defendant and Defendant / Part 20 Claimant agreeing that the Claim and Counterclaim be discontinued and the Claimant and Part 20 Claimant each serving and filing Notices of Discontinuance in relation to the Claim and Counterclaim pursuant to the agreement to settle these proceedings, without prejudice to either party's right to bring further claims, counterclaims and/or defences in relation to the subject matter of these proceedings or otherwise

AND UPON the Claimant / Part 20 Defendant and Defendant / Part 20 Claimant by their respective Solicitors having agreed in writing to this Order and to there being no order as to costs

PUBLIC VERSION

IT IS BY CONSENT ORDERED THAT:

1. Permission is granted to discontinue on the terms set out herein; and
2. There be no order for costs.

Dated 2012

Signed

Powell Gilbert LLP
on behalf of the Claimant / Part 20 Defendant

Signed

Freshfields Bruckhaus Deringer LLP
on behalf of the Defendant / Part 20 Claimant

PUBLIC VERSION

HC12 C01465

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
PATENTS COURT

BEFORE MR JUSTICE

DATED THIS DAY OF 2012

BETWEEN:

HTC EUROPE CO. LTD

Claimant / Part 20 Defendant

- and -

APPLE INC.

Defendant / Part 20 Claimant

Draft CONSENT ORDER

The Court has sent sealed copied of this Order to:

Claimant's Solicitor

Powell Gilbert LLP
85 Fleet Street
London
EC4Y 1AE

Defendant's Solicitor

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London
EC4Y 1HS

This Order was drafted/sealed by (Tel:) to whom all enquiries regarding this Order should be made between the hours 9.00 am - 4.30 pm. When corresponding with the Court please address forms or letters to The Court Manager, Chancery Chambers The Rolls Building, Royal Courts of Justice, 7 Rolls Buildings, Fetter Lane, London, EC4A 1 NL (DX. 160040 Strand 4) and quote the case number.

Notice of discontinuance

Note: Where another party must consent to the proceedings being discontinued, a copy of their consent must be attached to, and served with, this form.

In the HIGH COURT OF JUSTICE CHANCERY DIVISION PATENTS COURT

Claim No.	HC 12 C01465
Claimant & Part 20 Defendant (including ref.)	HTC EUROPE CO. LTD (REF: HTC1.10/SA)
Defendant & Part 20 Claimant (including ref.)	APPLE INC. (REF: CF/JJSW/MS/KW)

To the court

The Claimant & Part 20 Defendant

(tick only one box)

☒ discontinues all of this claim.

☐ discontinues that part of this claim (counterclaim) relating to: *(specify which part)*

PUBLIC VERSION

against the Defendant and Part 20 Claimant

(..... *(enter name of Judge)* granted permission for the Claimant to discontinue all of this claim by order dated

I certify that I have served a copy of this notice on every other party to the proceedings

Signed

(Claimant and Part 20 Defendant's solicitor)

**Position or
office held**

(if signing on behalf of firm or company)

Date

The court office at

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

N279 - w3 Notice of discontinuance (6.99)

Printed on behalf of The Court Service

This form is reproduced from <http://hmctsformfinder.justice.gov.uk/HMCTSFormFinder.do> and is subject to Crown copyright protection. Contains public sector information licensed under the Open Government Licence v1.01030854

Notice of discontinuance

Note: Where another party must consent to the proceedings being discontinued, a copy of their consent must be attached to, and served with, this form.

**In the HIGH COURT OF JUSTICE
CHANCERY DIVISION
PATENTS COURT**

Claim No.	HC 12 C01465
Claimant & Part 20 Defendant (including ref.)	HTC EUROPE CO. LTD (REF: HTC1.10/SA)
Defendant & Part 20 Claimant (including ref.)	APPLE INC (REF: CF/JJSW/MS/KW)

To the court

The Defendant & Part 20 Claimant

(tick only one box)

☒ discontinues all of this counterclaim.

☐ discontinues that part of this claim (counterclaim) relating to: *(specify which part)*

PUBLIC VERSION

against the Claimant and Part 20 Defendant

(..... *(enter name of Judge)* granted permission for the defendant to
discontinue all of this counterclaim by order dated

I certify that I have served a copy of this notice on every other party to the proceedings

Signed

(Defendant and Part 20 Claimant's solicitor)

**Position or
office held**

Partner, Freshfields Bruckhaus
Deringer LLP

(if signing on behalf of firm or company)

Date

The court office at

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

N279 - w3 Notice of discontinuance (6.99)

Printed on behalf of The Court Service

This form is reproduced from <http://hmctsformfinder.justice.gov.uk/HMCTSFormFinder.do> and is subject to Crown copyright protection. Contains public sector information licensed under the Open Government Licence v1.0

Application notice

For help in completing this form please read the notes for guidance form N244 Notes.

PUBLIC VERSION

In the HIGH COURT OF JUSTICE CHANCERY DIVISION PATENTS COURT	
Claim nos.	HC12 E02072 HC12 B02149
Warrant no. (if applicable)	
Claimant / Part 20 Defendant's name (including ref.)	HTC EUROPE CO. LTD (REF: HTC1.12/AW)
Defendant / Part 20 Claimant's name (including ref.)	APPLE INC (REF: CF/JJSW/MS/KW)
Date	2012

1. What is your name or, if you are a solicitor, the name of your firm?

Powell Gilbert LLP

2. Are you a ☒ Claimant ☐ Defendant ☒ Solicitor
☐ Other (please specify)

If you are a solicitor whom do you represent?

HTC Europe Co. Ltd

3. What order are you asking the court to make and why?

An Order that there shall be no order as to costs

4. Have you attached a draft of the order you are applying for? ☒ Yes ☐ No
5. How do you want to have this application dealt with? ☐ at a hearing ☒ without a hearing
☐ at a telephone hearing
6. How long do you think the hearing will last? Hours Minutes
Is this time estimate agreed by all parties? ☐ Yes ☐ No

7. Give details of any fixed trial date or period

See overleaf

8. What level of Judge does your hearing need?

High Court Judge

9. Who should be served with this application?

Defendant / Part 20 Claimant

10. What information will you be relying on, in support of your application?

- ☐ the attached witness statement
☐ the statement of case
☒ the evidence set out in the box below

PUBLIC VERSION

If necessary, please continue on a separate sheet.

The parties have agreed terms on which these proceedings be settled and the parties have served and filed Notices of Discontinuance in relation to the claims and Part 20 claims. The attached draft Order has been agreed and signed by the solicitors for the parties.

The trials of HC12 E02072 and HC12 B02149 were ordered to be heard together by the order of Mr Justice Floyd dated 6 July 2012. The trial of these actions was listed to be heard in a trial window commencing on 4 November 2013 with an estimated length of 20 days.

Statement of Truth

The applicant believes that the facts stated in this section are true.

Signed _____ Dated _____ 2012
Applicant's Solicitor

Full name Alex Wilson

Name of applicant's solicitor's firm Powell Gilbert LLP

Position or office held Partner
(if signing on behalf of firm or company)

11. Signature and address details

Signed _____ Dated _____
Applicant's Solicitor

Position or office held Partner
(if signing on behalf of firm or company)

Applicant's address to which documents about this application should be sent

Powell Gilbert LLP 85 Fleet Street London									
Postcode		E	C	4	Y	1	A	E	

If applicable	
Phone no.	020 3040 8000
Fax no.	020 3040 8001
DX no.	DX 358 London/Chancery Lane
Ref no.	HTC1.12/AW

E-mail address	NOT FOR SERVICE OF DOCUMENTS
----------------	------------------------------

Court Staff cannot give legal advice. If you need information or advice on a legal problem you can contact Community Legal Service Direct on 0845 345 4 345 or www.clsdirect.org.uk, or a Citizens Advice Bureau. Details of your local offices and contact numbers are available via their website www.citizensadvice.org.uk

Paying the court fee

A court fee is payable depending on the type of application you are making. For example:

- To apply for judgment to be set aside
- To apply to vary a judgment or suspend enforcement
- To apply for a summons or order for a witness to attend
- To apply by consent, or without service of the application notice, for a judgment or order.

No fee is payable for an application by consent for an adjournment of a hearing if it is received by the court at least 14 days before the date of the hearing.

What if I cannot afford the fee?

If you show that a payment of a court fee would involve undue hardship to you, you may be eligible for a fee concession.

For further information, or to apply for a fee concession, ask court staff for a copy of the combined booklet and form EX160A - Court fees - Do I have to pay them? This is also available from any county court office, or a copy of the leaflet can be downloaded from our website www.hmcourts-service.gov.uk

Completing the form

Question 3

Set out what order you are applying for and why; e.g. to adjourn the hearing because..., to set aside a judgment against me because... etc.

Question 5

Most applications will require a hearing and you will be expected to attend. The court will allocate a hearing date and time for the application. Please indicate in a covering letter any dates that you are unavailable within the next six weeks.

The court will only deal with the application 'without a hearing' in the following circumstances.

- Where all the parties agree to the terms of the order being asked for;
- Where all the parties agree that the court should deal with the application without a hearing, or
- Where the court does not consider that a hearing would be appropriate.

Telephone hearings are only available in applications where at least one of the parties involved in the case is legally represented. Not all applications will be suitable for a telephone hearing and the court may refuse your request.

Question 6

If you do not know how long the hearing will take do not guess but leave these boxes blank.

Question 7

If your case has already been allocated a hearing date or trial period please insert details of those dates in the box.

Question 8

If your case is being heard in the High Court or a District Registry please indicate whether it is to be dealt with by a Master, District Judge or Judge.

Question 9

Please indicate in the box provided who you want the court to send a copy of the application to.

Question 10

In this section please set out the information you want the court to take account of in support of the application you are making.

If you wish to rely on:

- **a witness statement**, tick the first box and attach the statement to the application notice. A witness statement form is available on request from the court office.
- **a statement of case**, tick the second box if you intend to rely on your particulars of claim or defence in support of your application.
- **written evidence** on this form, tick the third box and enter details in the space provided. You must also complete the statement of truth. Proceedings for contempt of court may be brought against a person who signs a statement of truth without an honest belief in its truth.

Question 11

The application must be signed and include your current address and contact details. If you agree that the court and the other parties may communicate with you by Document Exchange, telephone, facsimile or email, complete the details

Before returning your form to the court

Have you:

- signed the form on page 2,
- enclosed the correct fee or an application for fee concession,
- made sufficient copies of your application and supporting documentation. You will need to submit one copy for each party to be served and one copy for the court.

PUBLIC VERSION

HC12 E02072
HC12 B02149

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
PATENTS COURT

BEFORE MR JUSTICE

DATED THIS DAY OF 2012

BETWEEN:

HTC EUROPE CO. LTD

Claimant / Part 20 Defendant

- and -

APPLE INC.

Defendant / Part 20 Claimant

Draft CONSENT ORDER

UPON the Claimant / Part 20 Defendant and Defendant / Part 20 Claimant reaching agreement in relation to the settlement of the Claims and Counterclaims brought by the Claimant and Part 20 Claimant herein.

AND UPON the Claimant / Part 20 Defendant and Defendant / Part 20 Claimant agreeing that the Claims and Counterclaims be discontinued and the Claimant and Part 20 Claimant each serving and filing Notices of Discontinuance in relation to the Claims and Counterclaims pursuant to the agreement to settle these proceedings, without prejudice to either party's right to bring further claims, counterclaims and/or defences in relation to the subject matter of these proceedings or otherwise

AND UPON the Claimant / Part 20 Defendant and Defendant / Part 20 Claimant by their respective Solicitors having agreed in writing to this Order and to there being no order as to costs

PUBLIC VERSION

IT IS BY CONSENT ORDERED THAT:

1. Permission is granted to discontinue on the terms set out herein; and
2. There be no order for costs.

Dated

2012

Signed

Powell Gilbert LLP
on behalf of the Claimant / Part 20 Defendant

Signed

Freshfields Bruckhaus Deringer LLP
on behalf of the Defendant / Part 20 Claimant

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
PATENTS COURT

BEFORE MR JUSTICE

PUBLIC VERSION

DATED THIS DAY OF 2012

BETWEEN:

HTC EUROPE CO. LTD

Claimant / Part 20 Defendant

- and -

APPLE INC.

Defendant / Part 20 Claimant

Draft CONSENT ORDER

The Court has sent sealed copied of this Order to:

Claimant's Solicitor

Powell Gilbert LLP
85 Fleet Street
London
EC4Y 1AE

Defendant's Solicitor

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London
EC4Y 1HS

This Order was drafted/sealed by (Tel:) to whom all enquiries regarding this Order should be made between the hours 9.00 am - 4.30 pm. When corresponding with the Court please address forms or letters to The Court Manager, Chancery Chambers The Rolls Building, Royal Courts of Justice, 7 Rolls Buildings, Fetter Lane, London, EC4A 1 NL (DX. 160040 Strand 4) and quote the case number.

Notice of discontinuance

Note: Where another party must consent to the proceedings being discontinued, a copy of their consent must be attached to, and served with, this form.

In the HIGH COURT OF JUSTICE CHANCERY DIVISION PATENTS COURT

Claim Nos.	HC12 B02149 HC12 E02072
Claimant & Part 20 Defendant (including ref.)	HTC EUROPE CO. LTD (REF: HTC1.12/AW)
Defendant & Part 20 Claimant (including ref.)	APPLE INC. (REF: CF/JJSW/MS/KW)

To the court

The Claimant & Part 20 Defendant

(tick only one box)

☒ discontinues all of these claims.

☐ discontinues that part of this claim (counterclaim) relating to: (specify which part)

PUBLIC VERSION

against the Defendant and Part 20 Claimant

(..... (enter name of Judge) granted permission for the Claimant to
discontinue all of these claims by order dated

I certify that I have served a copy of this notice on every other party to the proceedings

Signed

(Claimant and Part 20 Defendant's solicitor)

**Position or
office held**

Partner, Powell Gilbert LLP

(if signing on behalf of firm or company)

Date

The court office at

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

N279 - w3 Notice of discontinuance (6.99)

Printed on behalf of The Court Service

This form is reproduced from <http://hmctsformfinder.justice.gov.uk/HMCTS/FormFinder.do> and is subject to Crown copyright protection. Contains public sector information licensed under the Open Government Licence v1.01030856

Notice of discontinuance

Note: Where another party must consent to the proceedings being discontinued, a copy of their consent must be attached to, and served with, this form.

In the HIGH COURT OF JUSTICE CHANCERY DIVISION PATENTS COURT	
Claim No.	HC12 B02149 HC12 E02072
Claimant & Part 20 Defendant (including ref.)	HTC EUROPE CO. LTD (REF: HTC1.12/AW)
Defendant & Part 20 Claimant (including ref.)	APPLE INC (REF: CF/JJSW/MS/KW)

To the court

The Defendant & Part 20 Claimant

(tick only one box)

☒ discontinues all of these counterclaims.

☐ discontinues that part of this claim (counterclaim) relating to: (specify which part)

PUBLIC VERSION

against the Claimant and Part 20 Defendant

(..... (enter name of Judge) granted permission for the defendant to
discontinue all of this counterclaim by order dated

I certify that I have served a copy of this notice on every other party to the proceedings

Signed

--

(Defendant and Part 20 Claimant's solicitor)

**Position or
office held**

Partner, Freshfields Bruckhaus Deringer LLP
--

(if signing on behalf of firm or company)

Date

--

The court office at

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

N279 - w3 Notice of discontinuance (6.99)

Printed on behalf of The Court Service

This form is reproduced from <http://hmctsformfinder.justice.gov.uk/HMCTSFormfinder.do> and is subject to Crown copyright protection. Contains public sector information licensed under the Open Government Licence v1.0

PUBLIC VERSION

UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT

2012-1127

S3 GRAPHICS CO., LTD. and S3 GRAPHICS, INC.,

Appellants,

v.

INTERNATIONAL TRADE COMMISSION,

Appellee,

and

APPLE INC.,

Intervenor.

On appeal from the United States International Trade Commission in
Investigation No. 337-TA-724

UNOPPOSED MOTION TO DISMISS

S3 Graphics Co., Ltd., appellant in this appeal, moves to dismiss this appeal pursuant to Fed. R. App. P. 42(b), with each party to bear its own costs on appeal. Both appellee International Trade Commission and intervenor Apple Inc. have consented to this motion.

PUBLIC VERSION

Dated:

Respectfully submitted,

Donald R. Dunner
Allen M. Sokal
Molly R. Silfen
FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP
901 New York Avenue, NW
Washington, DC 20001
(202) 408-4000

Louis L. Campbell
FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP
3300 Hillview Avenue
Palo Alto, CA 94304-1203
(650) 849-6600

*Attorneys for S3 Graphic Co. Ltd. and S3
Graphics, Inc.*

PUBLIC VERSION

CHRIS R. OTTENWELLER (STATE BAR NO. 73649)
cottenweller@orrick.com
BAS DE BLANK (STATE BAR NO. 191487)
basdeblank@orrick.com
DENISE M. MINGRONE (STATE BAR NO. 135224)
dmingrone@orrick.com
JESSE CHENG (STATE BAR NO. 259909)
jcheng@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
Menlo Park, California 94025
Telephone: +1-650-614-7400
Facsimile: +1-650-614-7401

Attorneys for Plaintiff
APPLE INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

APPLE INC., a California corporation,

Plaintiff,

v.

S3 GRAPHICS CO., LTD., a Cayman Islands
corporation, and S3 GRAPHICS, INC., a
Delaware corporation,

Defendants.

CASE NO. CV-11-00210 EJD

**STIPULATION AND ORDER FOR
DISMISSAL OF ENTIRE ACTION
WITHOUT PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff and
Counterclaim Defendant Apple Inc. ("Apple") and Defendants and Counterclaim Plaintiffs S3
Graphics Co., Ltd. and S3 Graphics, Inc. (collectively, "S3G"), pursuant to Federal Rule of Civil
Procedure 41(a)(1)(A)(ii), that each and every claim and counterclaim between Apple and S3G in
the above captioned matter are hereby dismissed WITHOUT PREJUDICE, and that each party

1 shall bear its own costs, expenses and attorneys' fees.

PUBLIC VERSION

2 IT IS SO STIPULATED.

3		
4	Dated: November __, 2012	Dated: November __, 2012
5	ORRICK, HERRINGTON & SUTCLIFFE LLP	FINNEGAN, HENDERSON, FARABOW,
6		GARRETT & DUNNER, L.L.P.
7		
8	By _____	By _____
9	Bas de Blank	Scott R. Mosko
10	Attorneys for Plaintiff APPLE INC.	Attorneys for Defendants S3 GRAPHICS
11		CO., LTD., and S3 GRAPHICS, INC.

12
13 **ORDER**

14 IT IS HEREBY ORDERED THAT this action is hereby dismissed without prejudice in
15 its entirety.

16 PURSUANT TO STIPULATION, IT IS SO ORDERED.

17
18
19 DATED: _____

20 Hon. Edward J. Davila
United States District Court Judge

PUBLIC VERSION

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

Before the Honorable E. James Gildea
Administrative Law Judge

In the Matter of

CERTAIN ELECTRONIC DEVICES WITH
GRAPHICS DATA PROCESSING
SYSTEMS, COMPONENTS THEREOF,
AND ASSOCIATED SOFTWARE

Investigation No. 337-TA-813

JOINT MOTION TO TERMINATE THE INVESTIGATION WITHOUT PREJUDICE

Pursuant to 19 C.F.R. § 210.21(b), Complainants S3 Graphics Co., Ltd. and S3 Graphics, Inc. (collectively, "S3G") and Respondent Apple Inc. ("Apple") jointly move to terminate Investigation No. 337-TA-813 in its entirety without prejudice on the basis of a settlement agreement between S3G and Apple (collectively "the Private Parties").

As set forth in the accompanying memorandum in support, S3G and Apple have entered into a PATENT LICENSE AND SETTLEMENT AGREEMENT that includes an agreement to terminate this Investigation in its entirety (the "Agreement"). The Agreement contains Confidential Business Information within the meaning of 19 C.F.R. § 201.6. Accordingly, pursuant to § 210.21(b)(1), a non-confidential version of the Agreement is attached as Exhibit A. There are no other agreements, written or oral, express or implied between S3G and Apple concerning the subject matter of this Investigation.

Because the public interest and Commission precedent support the termination of a pending investigation based on settlement, the Private Parties respectfully request that the Administrative Law Judge issue an initial determination terminating the above-captioned

PUBLIC VERSION

Investigation without prejudice in accordance with the provisions of 19 U.S.C. § 1337(c) and 19 C.F.R. § 210.21(b).

The Private Parties certify that they conferred with counsel for the Office of Unfair Import Investigations, and they have indicated that they do not oppose this motion

Dated: November __, 2012

PUBLIC VERSION

Respectfully submitted,

Thomas L. Jarvis
Steven M. Anzalone
John R. Alison
Paul C. Goulet
**FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP**
901 New York Avenue, N.W.
Washington, D.C. 20001-4413
Telephone: (202) 408-4000
Facsimile: (202) 408-4400

*Counsel for Complainants
S3 Graphics Co., Ltd. and S3 Graphics, Inc.*

Respectfully submitted,

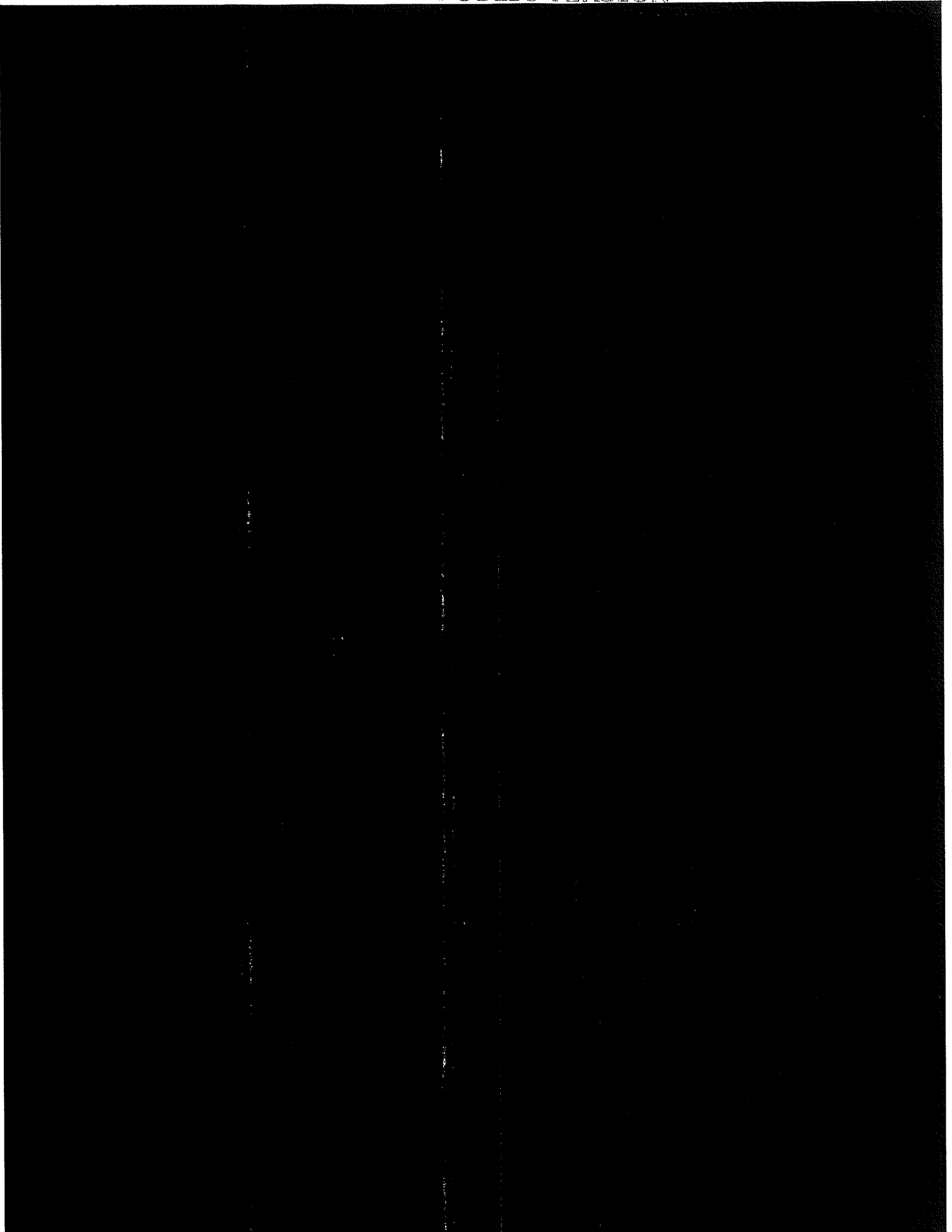
Tom M. Schaumberg
Jonathan J. Engler
Adduci, Mastriani & Schaumberg, L.L.P.
1133 Connecticut Avenue, NW, Twelfth Floor
Washington, DC 20036
Telephone: (202) 467-6300
Facsimile: (202) 466-2006

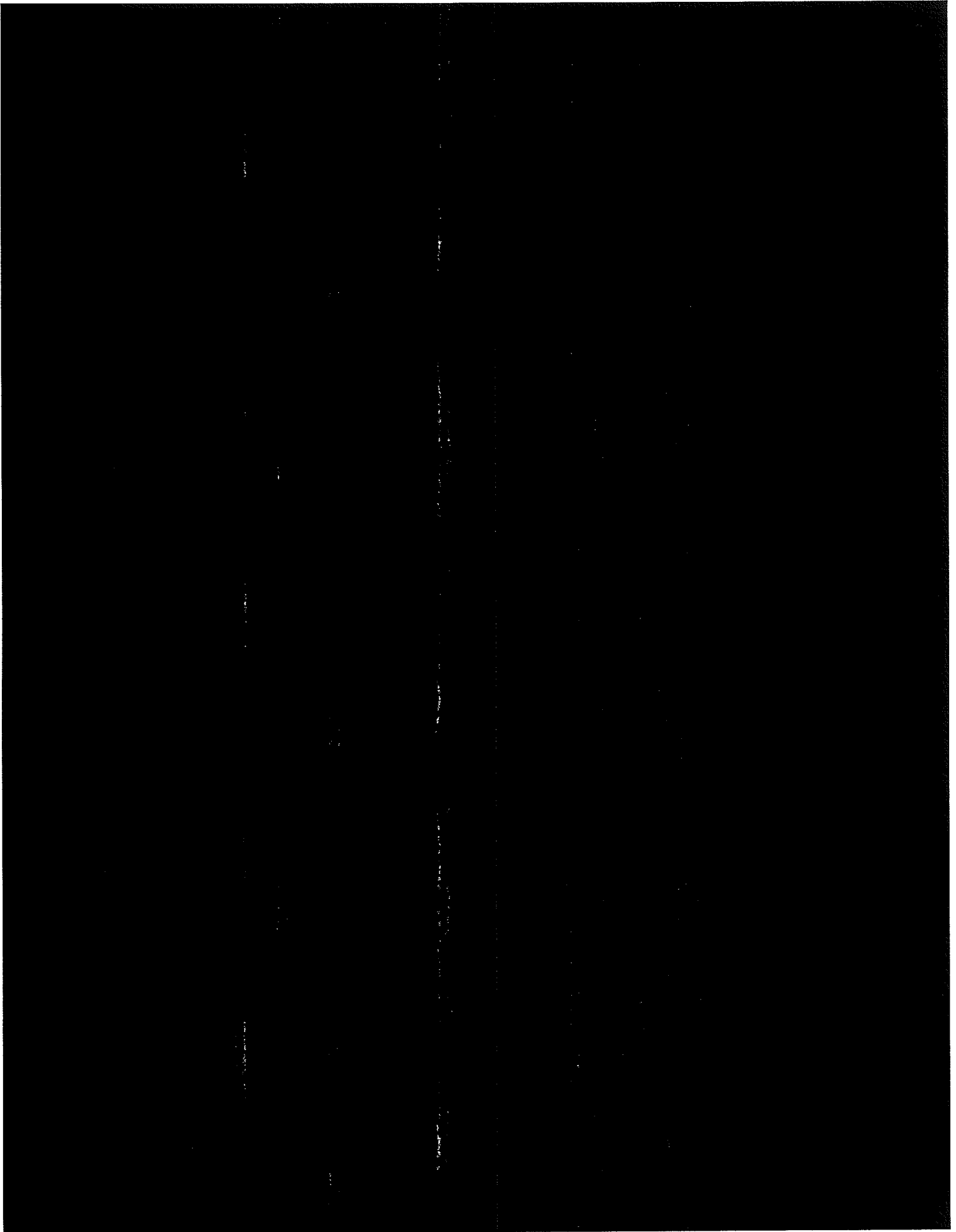
George Riley
O'Melveny & Myers LLP
Two Embarcadero Center, 28th Floor
San Francisco, CA 94111
Telephone: (415) 984-8700
Facsimile: (415) 984-8701

John C. Kappos
O'Melveny & Myers LLP
610 Newport Center Drive, 17th Floor
Newport Beach, CA 92660
Telephone: (949) 823-6900
Facsimile: (949) 823-6994

Ryan K. Yagura
Nicholas J. Whilt
Neil L. Yang
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90071
Telephone: (213) 430-6000
Facsimile: (213) 430-6407

Counsel for Respondent Apple Inc.





PUBLIC VERSION

Dated: November __, 2012

<p>Respectfully submitted,</p> <hr/> <p>Thomas L. Jarvis Steven M. Anzalone John R. Alison Paul C. Goulet FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, LLP 901 New York Avenue, N.W. Washington, D.C. 20001-4413 Telephone: (202) 408-4000 Facsimile: (202) 408-4400</p> <p><i>Counsel for Complainants S3 Graphics Co., Ltd. and S3 Graphics, Inc.</i></p>	<p>Respectfully submitted,</p> <hr/> <p>Tom M. Schaumberg Jonathan J. Engler Adduci, Mastriani & Schaumberg, L.L.P. 1133 Connecticut Avenue, NW, Twelfth Floor Washington, DC 20036 Telephone: (202) 467-6300 Facsimile: (202) 466-2006</p> <p>George Riley O'Melveny & Myers LLP Two Embarcadero Center, 28th Floor San Francisco, CA 94111 Telephone: (415) 984-8700 Facsimile: (415) 984-8701</p> <p>John C. Kappos O'Melveny & Myers LLP 610 Newport Center Drive, 17th Floor Newport Beach, CA 92660 Telephone: (949) 823-6900 Facsimile: (949) 823-6994</p> <p>Ryan K. Yagura Nicholas J. Whilt Neil L. Yang O'Melveny & Myers LLP 400 South Hope Street Los Angeles, CA 90071 Telephone: (213) 430-6000 Facsimile: (213) 430-6407</p> <p><i>Counsel for Respondent Apple Inc.</i></p>
---	--

PUBLIC VERSION

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

S3 GRAPHICS Co., Ltd.,

Plaintiff,

v.

APPLE INC.,

Defendant.

C.A. No. 11-862-RGA

**PLAINTIFF S3 GRAPHICS CO., LTD.'S NOTICE OF DISMISSAL WITHOUT
PREJUDICE PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 41(a)(1)(A)(i)**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), plaintiff S3 Graphics Co., Ltd. ("S3G") files this notice of dismissal of the above-captioned action without prejudice.

Prior to S3G's filing of this notice of dismissal, defendant Apple, Inc. ("Apple") did not serve either an answer or a motion for summary judgment in the above-captioned action. Rather, Apple elected to stay this action under 28 U.S.C. § 1659. Under these circumstances, S3G is entitled under Rule 41(a)(1)(A)(1) to dismiss the above-captioned action, without prejudice, upon notice and without a court order. *RFR Industries Inc. v. Century Steps Inc.*, 477 F.3d 1348 (Fed. Cir. 2007) (dismissing upon notice: "So long as a plaintiff has not been served with an answer or a motion for summary judgment, the plaintiff need do no more than file a notice of dismissal to dismiss the case.").

PUBLIC VERSION

Dated: November __, 2012

**YOUNG CONAWAY STARGATT & TAYLOR
LLP**

Karen L. Pascale (#2903)

Rodney Square

1000 North King Street

Wilmington, DE 19899-0391

Telephone: (302) 571-6600

Attorneys for Plaintiff S3 Graphics Co., Ltd.

Landgericht Mannheim
2. Zivilkammer
68149 Mannheim

- vorab per Telefax -

Aktenzeichen: 2 O 42/12

In Sachen

S3 Graphics Co. Ltd.

(Preu Bohligh & Partner)

g e g e n

1. Apple Inc.
2. Apple Sales International
3. Apple Retail Germany GmbH
4. iTunes S.A.R.L.
5. Apple GmbH

(Freshfields Bruckhaus Deringer LLP)

wegen Patentverletzung EP 1 034 505

nimmt die Klägerin die Klage in Erfüllung eines zwischen
den Parteien geschlossenen Vergleichs zurück. Die Par-
teien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

Landgericht Mannheim
2. Zivilkammer
68149 Mannheim

- vorab per Telefax -

Aktenzeichen: 2 O 140/12

In Sachen

S3 Graphics Co. Ltd.

(Preu Bohligh & Partner)

g e g e n

1. Apple Inc.
2. Apple Sales International
3. Apple Retail Germany GmbH
4. iTunes S.A.R.L.
5. Apple GmbH

(Freshfields Bruckhaus Deringer LLP)

wegen Patentverletzung EP 1 066 600

nimmt die Klägerin die Klage in Erfüllung eines zwischen
den Parteien geschlossenen Vergleichs zurück. Die Par-
teien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

Landgericht Düsseldorf
4b. Zivilkammer
Werdenener Straße 1
40227 Düsseldorf

- vorab per Telefax -

Aktenzeichen: 4b O 35/12

In Sachen

S3 Graphics Co. Ltd.

(Preu Bohligh & Partner)

g e g e n

ComLine GmbH

(Freshfields Bruckhaus Deringer LLP)

wegen Patentverletzung EP 1 034 505

nimmt die Klägerin die Klage in Erfüllung eines zwischen
den Parteien geschlossenen Vergleichs zurück. Die Par-
teien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

Landgericht Düsseldorf
4b. Zivilkammer
Werdener Straße 1
40227 Düsseldorf

- vorab per Telefax -

Aktenzeichen: 4b O 65/12

In Sachen

S3 Graphics Co. Ltd.

(Preu Bohligh & Partner)

g e g e n

ComLine GmbH

(Freshfields Bruckhaus Deringer LLP)

wegen Patentverletzung EP 1 066 600

nimmt die Klägerin die Klage in Erfüllung eines zwischen
den Parteien geschlossenen Vergleichs zurück. Die Par-
teien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

Landgericht München I
7. Zivilkammer
Lenbachplatz 7
80316 München

- vorab per Telefax -

Aktenzeichen: 7 O 5342/12

In Sachen

S3 Graphics Co. Ltd.

(Preu Bohligh & Partner)

g e g e n

GRAVIS Computervertriebsgesellschaft mbH

(Freshfields Bruckhaus Deringer LLP)

wegen Patentverletzung EP 1 034 505

nimmt die Klägerin die Klage in Erfüllung eines zwischen
den Parteien geschlossenen Vergleichs zurück. Die Par-
teien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

Landgericht München I
7. Zivilkammer
Lenbachplatz 7
80316 München

- vorab per Telefax -

Aktenzeichen: 7 O 7602/12

In Sachen

S3 Graphics Co. Ltd.

(Preu Bohlrig & Partner)

g e g e n

GRAVIS Computervertriebsgesellschaft mbH

(Freshfields Bruckhaus Deringer LLP)

wegen Patentverletzung EP 1 066 600

nimmt die Klägerin die Klage in Erfüllung eines zwischen
den Parteien geschlossenen Vergleichs zurück. Die Par-
teien werden keine Kostenanträge stellen.

Dr. Peter Kather
Rechtsanwalt

PUBLIC VERSION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re <i>Inter Partes</i> Reexamination of:	:	
	:	Control No. 95/000,584
U.S. Patent No. 7,043,087	:	
	:	Confirmation No. 2651
Filed: November 5, 2010	:	
	:	Art Unit: 3992
	:	
For: Image Processing System	:	Examiner: Tran, Henry N.
	:	

THIRD PARTY REQUESTOR'S STATEMENT OF NON-PARTICIPATION IN *INTER PARTES* REEXAMINATION

Mail Stop *Inter Partes* Reexamination
ATTN: Central Reexamination Unit
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Third Party Requester hereby provides notice that it will no longer participate in the above-captioned *Inter Partes* Reexamination.

Respectfully submitted,

NOVAK DRUCE + QUIGG LLP
1000 Louisiana Street
53rd Floor
Houston, Texas 77002
Ph: 713-571-3400
Fax: 713-456-2836

Novak Druce + Quigg LLP
Donald J. Quigg
Reg. No. 16,030
Tracy W. Druce
Reg. No. 35,493
James P. Murphy
Reg No. 55,474

PUBLIC VERSION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re <i>Inter Partes</i> Reexamination of:	:	
	:	Control No. 95/000,585
U.S. Patent No. 6,775,417	:	
	:	Confirmation No. 7356
Filed: November 5, 2010	:	
	:	Art Unit: 3992
	:	
For: Fixed-rate block-based image compression with inferred pixel values	:	Examiner: Tran, Henry N.
	:	
	:	

THIRD PARTY REQUESTOR'S STATEMENT OF NON-PARTICIPATION IN *INTER PARTES* REEXAMINATION

Mail Stop *Inter Partes* Reexamination
ATTN: Central Reexamination Unit
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Third Party Requester hereby provides notice that it will no longer participate in the
above-captioned *Inter Partes* Reexamination.

Respectfully submitted,

NOVAK DRUCE + QUIGG LLP
1000 Louisiana Street
53rd Floor
Houston, Texas 77002
Ph: 713-571-3400
Fax: 713-456-2836

Novak Druce + Quigg LLP
Donald J. Quigg
Reg. No. 16,030
Tracy W. Druce
Reg. No. 35,493
James P. Murphy
Reg No. 55,474

PUBLIC VERSION

MÜLLER HOFFMANN & PARTNER

European Patent Office
Erhardtstr. 27
80298 München

DATE

Application Number: 08 713 567.9
EP 2 126 678 B1

Our Ref: 63696

On behalf of the opponent HTC Europe Co. Ltd., No. 23, Wellington Street,
Slough, Berkshire, SL11YP, United Kingdom, we herewith withdraw the
opposition filed against European patent EP 2 126 678 B1.

Representative

WAGNER & GEYER

PUBLIC VERSION

European Patent Office
Erhardtstr. 27
80298 München

DATE

Application Number: 09154313.2 – 2224
EP 2 098 948 B1

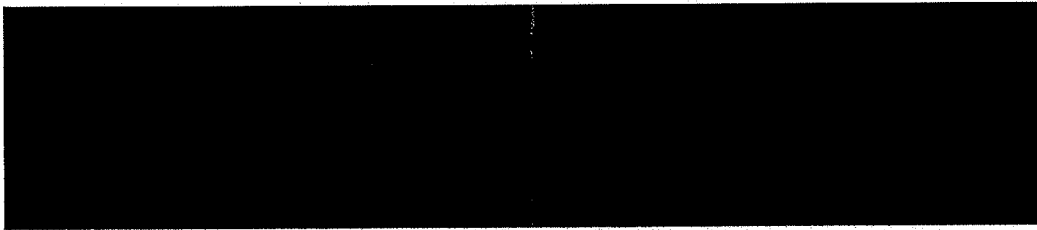
Our Ref: HTC-30665

On behalf of the opponent HTC Corporation, No. 23, Xinghua Road,
Taoyuan City, Taoyuan County 330, Taiwan (Republic of China) we herewith
withdraw the intervention filed in the opposition against European patent EP
2 098 948 B1.

Representative

PUBLIC VERSION

Exhibit G



PUBLIC VERSION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

HTC AMERICA, INC.

Signed by: _____

Name: _____

Title: _____

HTC CORPORATION

Signed by: _____

Name: _____

Title: _____

S3 GRAPHICS CO., LTD.

Signed by: _____

Name: _____

Title: _____

APPLE INC.

Signed by:  _____

Name: Tim Cook

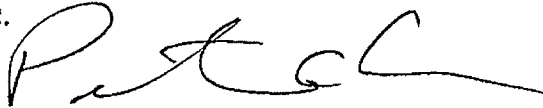
Title: Chief Executive Officer

PUBLIC VERSION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

HTC AMERICA, INC.

Signed by:

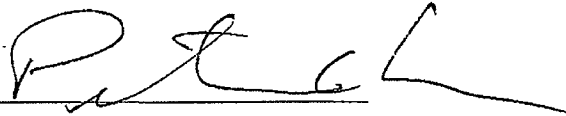


Name: Peter Chou

Title: Director

HTC CORPORATION

Signed by:

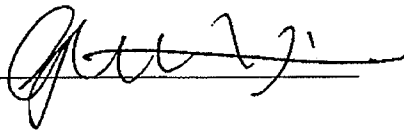


Name: Peter Chou

Title: Chief Executive Officer

S3 GRAPHICS CO., LTD.

Signed by:



Name: Grace Lei

Title: Director

APPLE INC.

Signed by: _____

Name: _____

Title: _____



Certain Portable Data and Mobile Communications Devices and Related Software
Inv. No. 337-TA-710

CERTIFICATE OF SERVICE

I, Jon Tap, hereby certify that on this 20th day of November, 2012, copies of the foregoing document were served upon the following parties as indicated:

The Honorable Lisa R. Barton Acting Secretary U.S. International Trade Commission 500 E Street, SW Washington, D.C. 20436	<input type="checkbox"/> Via First Class Mail <input checked="" type="checkbox"/> Via Hand Delivery (8 copies) <input type="checkbox"/> Via Overnight Courier <input type="checkbox"/> Via Electronic Mail <input checked="" type="checkbox"/> Via EDIS
The Honorable David P. Shaw Administrative Law Judge U.S. International Trade Commission 500 E Street, SW Washington, D.C. 20436 Email: pyong.yoon@usitc.gov	<input type="checkbox"/> Via First Class Mail <input checked="" type="checkbox"/> Via Hand Delivery (2 copies) <input type="checkbox"/> Via Overnight Courier <input checked="" type="checkbox"/> Via Electronic Mail
Mareesa Frederick Office of Unfair Import Investigations U.S. International Trade Commission 500 E Street, SW Washington, D.C. 20436 Email: mareesa.frederick@usitc.gov	<input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Overnight Courier <input checked="" type="checkbox"/> Via Electronic Mail

Counsel for Apple Inc.

F. Christopher Mizzo Kirkland & Ellis LLP 655 Fifteenth Street, NW Washington, D.C. 20005 Email: 710-Kirkland-Apple- Enforcement@kirkland.com Jonathan Engler Adduci, Mastriani & Schaumberg, LLP 1133 Connecticut Avenue, NW Washington, D.C. 20036 Email: Apple-4@adduci.com, engler@adduci.com	<input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Overnight Courier <input checked="" type="checkbox"/> Via Electronic Mail
--	--

/s/ Jon Tap
Jon Tap