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September 17, 2013

Lisa R. Barton
Acting Secretary
United States International Trade Commission
500 E Street, S.W.
Washington, DC 20436

**Re: *Certain Wireless Consumer Electronics Devices and Components Thereof,*
Inv. No. 337-TA-853**

Dear Secretary Barton:

Enclosed please find the **Joint Motion to Terminate the Investigation With Respect to Respondent Amazon.com, Inc. (Public Version)** e-filed today in the above-referenced investigation.

Respectfully submitted,

James C. Otteson

Enclosures

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

**Before the Honorable E. James Gildea
Administrative Law Judge**

In the Matter of

Certain WIRELESS CONSUMER
ELECTRONICS DEVICES AND
COMPONENTS THEREOF

Investigation No. 337-TA-853

**JOINT MOTION TO TERMINATE THE INVESTIGATION WITH RESPECT TO
RESPONDENT AMAZON.COM, INC.**

Pursuant to Commission Rule 19 C.F.R. § 210.21(b), Complainants Technology Properties Limited LLC, Phoenix Digital Solutions LLC and Patriot Scientific Corporation (collectively, “Complainants”) and Respondent AMAZON.COM, INC. (“AMAZON”) hereby move to terminate this investigation with respect to AMAZON on the basis of the attached MMP Portfolio License Agreement.

For the reasons set forth in the Memorandum of Points and Authorities submitted herewith, the moving parties respectfully request that the motion be granted and that the investigation be terminated as to AMAZON only.

Pursuant to Ground Rule 2.2, counsel for TPL has notified all other parties regarding the substance of this motion prior to its filing. Staff has indicated that it will take a position on the motion after it is filed. Respondents have indicated that they do not oppose the motion.

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before the Honorable E. James Gildea
Administrative Law Judge

In the Matter of

Certain WIRELESS CONSUMER
ELECTRONICS DEVICES AND
COMPONENTS THEREOF

Investigation No. 337-TA-853

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF JOINT MOTION
TO TERMINATE THE INVESTIGATION WITH RESPECT TO RESPONDENT
AMAZON.COM, INC.**

Pursuant to Commission Rule 19 C.F.R. § 210.21 (b), Complainants Technology Properties Limited LLC, Phoenix Digital Solutions LLC and Patriot Scientific Corporation (collectively, “Complainants”) and Respondent AMAZON.COM, INC. (collectively, “AMAZON”) have moved to terminate this investigation with respect to AMAZON, on the basis of the attached proposed MMP Portfolio License Agreement. The parties request that this Joint Motion be granted.

The attached MMP Portfolio License Agreement has been executed by the parties. There are no other agreements, written or oral, express or implied between the parties concerning the subject matter of this investigation.

Settlement agreements are generally within the public interest. *See, e.g., Certain Synchronous Dynamic Random Access Memory Devices, Microprocessors, and Products Containing Same*, Inv. No. 337-TA-431, Order No. 11 at 2 (July 12, 2000). Termination based on a settlement agreement is routinely granted. *See, e.g., Certain Safety Eyewear and Components Thereof*, Inv. No. 337-TA-433, Order No. 37 at 2 (Nov. 3, 2000). The parties

respectfully submit that the attached Settlement Agreement will not have any adverse effect on the public health and welfare or competitive conditions in the United States.

For the reasons set forth above, the parties respectfully request that the joint motion to terminate with respect to AMAZON be granted pursuant to 19 C.F.R. 210.21(b).

Dated: September 17, 2013

Respectfully submitted,

By: /s/ James C. Otteson

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Counsel for Respondents Amazon.com, Inc.

MMP PORTFOLIO LICENSE AGREEMENT

between

PHOENIX DIGITAL SOLUTIONS

and

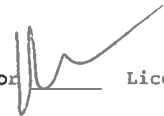
AMAZON.COM, INC.

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LICENSE AGREEMENT

This Agreement is entered into by and between PHOENIX DIGITAL SOLUTIONS LLC, a Delaware limited liability company having its principal place of business for purposes hereof at 701 Palomar Airport Road, Suite 170, Carlsbad, CA 92011-1045 (hereinafter sometimes "Licensor") and **AMAZON.COM, INC.**, a Delaware corporation with its principal place of business at 410 Terry Avenue North, Seattle, Washington 98109, USA (hereinafter sometimes "Licensee").

RECITALS

Licensor has the exclusive right to license and otherwise commercialize a portfolio of patents known as the MMP Portfolio ("Licensed Patents"); and,

Licensor and Licensee are parties to a lawsuit captioned *Technologies Properties Limited LLC, Phoenix Digital Solutions LLC, and Patriot Scientific Corporation v. AMAZON.COM, INC.*, 4:12-CV-03861-DMR (NDCA), and an International Trade Commission Investigation On Certain Computers and Computer Peripheral Devices and Components Thereof and Products Containing the Same, 337-TA-853 (the "Investigation") (collectively, "the Litigations"); and

Licensor and Licensee wish to enter into an agreement giving Licensee the license to practice the inventions covered by the MMP Portfolio for certain applications and fields of use.

NOW THEREFORE, for and in consideration of the following covenants, the parties agree as follows:

1. DEFINITIONS

1.1. "Licensee" means **AMAZON.COM, INC.** as well as any entity (i) over which **AMAZON.COM, INC.** directly or indirectly has Control, or (ii) acquires control as an After-Acquired Entity. Any entity that no longer qualifies as being under the Control of **AMAZON.COM, INC.** shall retain all of its rights hereunder, but only with respect to the products or services of that entity, and those under development, at the time it no longer qualifies as being under such Control.

"Control" means (i) ownership or control of greater than fifty percent (50%) of the equity securities representing the right to vote for the election of directors or other managing authority of such entity, or (ii) the ability of an entity to direct the policies and management that guide the ongoing activities of another entity; including specifically, the ability of a party hereto to direct the management of an entity to comply with the terms of this Agreement, where such entity claims to benefit from this Agreement by virtue

of its relationship to such party.

"After-Acquired Entity" means, an entity (a) that would otherwise have qualified as a "Licensee" entity on the effective date of this Agreement if it had been under the Control of AMAZON.COM, INC., and (b) either (i) the annual sales of microprocessor-based products of such entity is less than \$250 million, or (ii) for which a "Supplement" has been paid by AMAZON.COM, INC. and received by Licensor.

"Supplement" means an additional, lump sum payment, calculated based on the amount paid hereunder multiplied by the proportion of the After-Acquired Entity's microprocessor-based product sales to Licensee's microprocessor-based product sales.

Within sixty days following the acquisition by Licensee of any entity for which the payment of a Supplement would be required and receipt by Licensee of a demand from Licensor for a supplemental payment, the parties shall pursue for such entity a license under the Licensed Patents via the conduct of a good faith negotiation.

- 1.2. "Licensed Patents" means the patents and applications scheduled at Addendum B entitled "Schedule of Licensed Patents," together with the subject matter of any other patent or application issued or pending which (i) is a continuation, divisional, continuation in part, reissue, or reexamination of any of the scheduled patents or applications, and/or (ii) shares a priority date with any of the scheduled patents or applications.
- 1.3. "Make" or "Made" means the assembly, manufacture, or having manufactured by or for Licensee or by Licensee's contractors, including the purchase or manufacture of components, under Licensee's authorization or permission, where Licensee furnishes any of the design, specifications, working drawings, and the like.
- 1.4. "Sell" or "Sold" means to sell, supply, offer for sale, import, rent, lease or otherwise distribute in exchange for money or other form of compensation or consideration.
- 1.5. "Implementation" means an integrated circuit, printed circuit board, processing module, or other such subassembly containing a microprocessor.
- 1.6. "Licensed Product" means any past, present or future System of Licensee Made, used, Sold or under development by or for Licensee bearing a Licensee Brand.
 - 1.6.1. "System" means a complete, ready-to-use, final end user market product that contains an Implementation and additional components.

1.6.2. "Licensee Brand" means a brand (indicating primary origin, and not merely a source of manufacture or licensed technology) currently owned and controlled, or subsequently originated and owned or controlled, by Licensee.

1.7. "Releases" means the grant by Licensor on behalf of itself and its successors, assigns, licensors and related companies, including those it Controls, of a release and absolute discharge of Licensee, and each of Licensee's affiliates, customers, suppliers, manufacturers, employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, of and from any and all past, present and future claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever, arising out of the practice of Licensed Patents by Licensed Products, whether such claims are known or unknown, suspected or unsuspected, and any and all rights that may exist under Section 1542 of the California Civil Code ("Section 1542") within the scope of the release are expressly waived. Notwithstanding the facts that the Release is not a general release and that no general releases are granted herein, Licensor expressly acknowledges that it has read Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor.

2. GRANT OF LICENSE AND RELEASE

2.1. Upon payment by Licensee and receipt by Licensor of the entirety of the Purchase Price which becomes due and payable, subject to the terms of this Agreement, Licensor hereby:

2.1.1. Grants to Licensee an indivisible, worldwide, non-exclusive license under the Licensed Patents in order to Make, use and Sell Licensed Products; and

2.1.2. Releases all Licensed Products under the Licensed Patents.

2.2. In recognition that Licensee sells third-party products through its online or physical stores, Licensor covenants not to sue Licensee for patent infringement under any Licensed Patent for selling third-party products that are not Licensed Products through such stores; provided that this covenant (i) shall for no purpose of whatsoever kind or nature be deemed to be a license, and (ii) does not prevent Licensor from suing Licensee's suppliers for infringement of the Licensed Patents by such third-party products.

3. PAYMENT

3.1. The Purchase Price for this MMP Portfolio License Agreement shall be [REDACTED], as set forth below. Payments by Licensee to Licensor shall be made as follows:

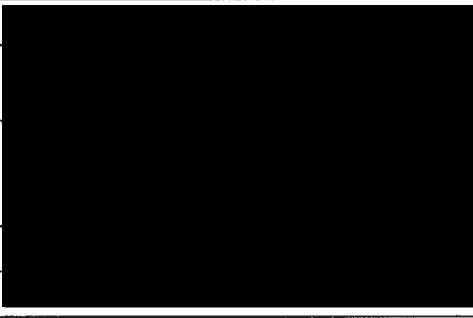
3.1.1. A first payment of [REDACTED] ("First Payment"), shall be due and payable on September 13, 2013; and

3.1.2. In the event any Licensee's product is found to infringe a Licensed Patent in the Initial Determination of the Investigation (a "Finding"), a second payment of [REDACTED]

("Second Payment") shall be due and payable not later than 5 business days following a Finding.

If an Initial Determination issues with respect to Licensee's products, without any of Licensee's products being found to infringe a Licensed Patent, then the Second Payment shall be waived, and the "entirety of the Purchase Price due and payable" as set forth in Section 2.1 shall be deemed to have been paid and the rights set forth in Sections 2.1 and 2.2 shall be deemed to have been irrevocably granted as of the date such Initial Determination issues.

3.2. Payment Instructions. The gross amount of all payments due Licensor hereunder shall be paid in US dollars on or before the due date in "same day" funds by wire transfer to the following account:

Beneficiary Name	
Beneficiary Account #	
Bank Name	
ABA #	
Swift Code	

All payments are non-refundable. Excess payments (as applicable) may be applied to the next payment due. Interest is due on all late payments (greater than 90 days) and will be calculated at the lower of (a) 1.5% per month, or (b) the maximum legal rate, until paid.

4. CONFIDENTIALITY

4.1. Neither party hereto shall disclose the terms of this Agreement to any third party, without the prior written consent of the other party. This obligation is subject to the following exceptions: (a) disclosure by the parties and their affiliates if required by government or court order, provided that the disclosing party first gives the other party prior written notice in order to enable that party to seek a protective order or motion to quash (or other equivalent protection), such permissible disclosure limited to the terms legally required to be disclosed; (b) disclosure by the parties and their affiliates if otherwise required by law or any applicable securities exchange rules or regulations, such permissible disclosure limited to the terms legally required to be disclosed, provided (i) with regard to any required disclosure of entry into this Agreement on SEC Form 8-K or Form 10-K pursuant to federal securities laws, with an opportunity for the other party to review the proposed disclosure in advance to the extent reasonably practicable, and (ii) the disclosing party shall use its commercially reasonable best efforts to seek confidential treatment under applicable securities regulations to the extent disclosure of this Agreement is otherwise required by such regulations; (c) the parties and their affiliates may disclose this Agreement or its contents to the extent reasonably necessary, on a confidential basis, to its accountants, attorneys, and financial and intellectual property advisors; and (d) disclosure in connection with a potential merger, acquisition, reorganization, or sale of substantially all assets of one of one or more of Licensee's businesses.

5. REPRESENTATIONS AND WARRANTIES

5.1. Licensor represents and warrants that: (i) Licensor has the right to grant the rights set forth in Sections 2.1 and 2.2, and will have the right to grant such rights on the dates when: (a) a Second Payment is paid; and (b) an Initial Determination issues even if none of Licensee's products is found to infringe a Licensed Patent; (ii) it has not entered and shall not enter into any agreement that would impair or conflict with its obligations hereunder; and (iii) performance by it of this Agreement does not and will not conflict with or result in a breach of any agreement, rule, regulation or court order to which it is bound.

5.2. Licensor makes no representation or warranty regarding the validity or enforceability of any of the Licensed Patents and shall for no purpose have any liability with respect to the refund or return of any royalties or fees paid hereunder or in conjunction herewith,

subject to section 3.2, nor shall Licensor have any obligation hereunder to proceed with the prosecution of any pending patent application.

6. TERM AND TERMINATION

- 6.1. The term of this Agreement shall extend through the latest expiration date of any Licensed Patent issued any place in the world.
- 6.2. Failure to pay or perform any obligation hereunder within the time prescribed shall constitute an event of default. Failure to cure any default within thirty days after receipt of written notice describing the non-performance (ten business days with respect to non-payment of funds) shall entitle the party giving such notice to rescind this Agreement.

7. NOTICES

- 7.1. Notices required under this Agreement shall be in written English and shall be deemed to be duly given and received when delivered in person, or by facsimile transmission and confirmed by Federal Express or certified mail, postage prepaid, to the respective party at the following address:

TO LICENSOR	TO LICENSEE
c/o MMP Compliance Department Alliicense Limited LLC 20883 Stevens Creek Boulevard Suite 100 Cupertino, CA 95014	AMAZON.COM, INC. Attention: General Counsel 410 Terry Avenue North Seattle, Washington 98109 USA
Tel: +1-408-446-4222 Fax: +1-408-446-5444	

- 7.2. Either party may change its designated notice address by giving the other party written notice.



8. DISPUTE RESOLUTION

- 8.1. Within 15 days after written notice of the dispute, the parties shall meet and exercise their best efforts to resolve any dispute under the Agreement. If unresolved, then in the event of a legal or administrative proceeding, the cost of translating into English all discoverable materials, and of providing contemporaneous translation of all live testimony shall be borne by the party submitting any such materials or testimony in any language other than English.
- 8.2. All performances due hereunder by Licensee and Licensor shall continue unabated throughout the entire process in accordance with the terms hereof until a final adjudication in accordance with the terms hereof has been made from which no appeal or review can be undertaken.

9. GENERAL

- 9.1. Time is of the essence under this Agreement that represents the final understanding between the parties and supersedes all prior agreements between them regarding the Licensed Patents. The parties shall execute and deliver all such further instruments, and do all such other acts as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.
- 9.2. No right is granted to transfer, sub-license, or grant any rights under this Agreement to any third party (other than as provided for in this Section 9). This Agreement shall not be transferred by Licensee by assignment, merger or other means, whether expressly or by operation of law, without a "Transfer" in accordance with this Agreement.

A Transfer shall be effective only to the extent that it is made in conjunction with a merger, reorganization or disposition of Licensee's business involving Licensed Products ("Transferred Business"), and Licensee: (i) divests itself of all rights hereunder incident to the Transferred Business; and (iii) remains responsible for and assures the performance of all of Licensee's obligations hereunder by such transferee, but only until such time as transferee enters into its own corresponding license agreement with Licensor under the Licensed Patents (hereafter, "Corresponding Agreement").

Any purported transfer shall be cancelable on 30 days written notice by Licensor in the event such transferee fails to enter into a Corresponding Agreement within 90 days of any such transfer.

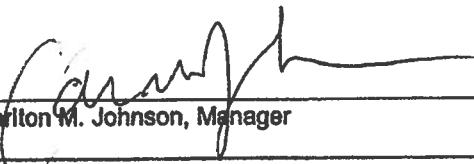

The rights, licenses, and immunities of any such

transferee (or of any successor in interest to the ownership or control of such transferee) shall be limited to the Licensee's level of business plus organic growth (not via acquisitions) and Licensed Products (and those under development) as of the effective date of the transfer, and shall for no purpose be deemed to extend to any further or other activities of such transferee or affiliate.

- 9.3. All rights and privileges arising in connection herewith shall for all purposes be deemed to be subject to the terms and provisions hereof, and the faithful performance thereof.
- 9.4. This Agreement together with its Addenda represent the entire agreement between the parties with respect to the subject matter thereof, and may be modified only by a written instrument signed by all parties and/or their successors and assigns.
- 9.5. Within five (5) court days following either (i) the receipt by Licensor of the Second Payment of the Purchase Price, or (ii) an Initial Determination issues with respect to Licensee's products, without any of Licensee's products being found to infringe a Licensed Patent, the Parties shall cause their respective counsel to execute and file a joint motion to terminate the ITC investigation (and accompanying memorandum of points and authorities in support thereof) in the forms substantially as set forth in Addendum C2; and Licensor shall cause its counsel to execute and file the motion substantially in the form set forth in Addendum C1 dismissing with prejudice all claims between the Parties in the Northern District of California Action.
- 9.6. All rights, licenses and releases granted hereunder are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties hereto agree that Licensee shall retain and may fully exercise all their rights and elections under the Bankruptcy Code. The parties further agree that, in the event that any proceeding shall be instituted by or against Licensor or its licensors seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking an entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or it shall take any action to authorize any of the foregoing actions,

Licensee shall have the right to retain and enforce their rights under this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the dates indicated below (the "Effective Date").

LICENSOR Phoenix Digital Solutions LLC	LICENSEE AMAZON.COM, INC.
 Carlton M. Johnson, Manager	 Signatory
Date: <u>September 5</u> , 2013	Date: <u>September 5</u> 2013

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ADDENDUM A
SCHEDULE OF AFFILIATES

[INTENTIONALLY OMITTED]

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ADDENDUM B
SCHEDULE OF LICENSED PATENTS

Country	Patent #	Filing	App #	Issue	Title
US	5,440,749	03-Aug-89	07/389,334	08-Aug-95	High Performance, Low Cost Microprocessor with Combination Stack and Register Architecture
US	5,530,890	07-Jun-95	08/480,206	25-Jun-96	High Performance, Low Cost Microprocessor
US	5,530,890 C1	16-Jan-09	90/009,388	01-Mar-11	High Performance, Low Cost Microprocessor
US	5,659,703	07-Jun-95	08/482,185	19-Aug-97	Microprocessor System With Hierarchical Stack And Method Of Operation
US	5,809,336	07-Jun-95	08/484,918	15-Sep-98	High Performance Microprocessor Having Variable Speed System Clock
US	6,598,148 C1	21-Sep-06	90/008,227	06-Sep-11	High Performance Microprocessor Having Variable Speed System Clock
US	6,598,148 C1	29-May-09	90/010,562	06-Sep-11	High Performance Microprocessor Having Variable Speed System Clock
US	5,809,336 C1	19-Oct-06	90/008,306	15-Dec-09	High Performance Microprocessor Having Variable Speed System Clock
US	5,809,336 C1	17-Nov-06	90/008,237	15-Dec-09	High Performance Microprocessor Having Variable Speed System Clock
US	5,809,336 C1	30-Jan-07	90/008,474	15-Dec-09	High Performance Microprocessor Having Variable Speed System Clock
US	5,809,336 C2	24-Aug-09	90/009,457	23-Nov-10	High Performance Microprocessor Having Variable Speed System Clock
US	5,784,584	07-Jun-95	08/484,935	21-Jul-98	High Performance Microprocessor Using Instructions That Operate Within Instruction Groups
US	5,784,584 C1	15-Nov-06	90/008,225	21-Jul-09	High Performance Microprocessor Using Instructions That Operate Within Instruction Groups
US	5,784,584 C1	19-Oct-06	90/008,299	21-Jul-09	High Performance Microprocessor Using Instructions That Operate Within Instruction Groups
US	5,604,915	07-Jun-95	08/485,031	18-Feb-97	Data Processing System Having Load Dependent Bus Timing
US	5,440,749 C1	31-Mar-08	90/009,034	07-Jun-11	High Performance, Low Cost Microprocessor Architecture
US	5,440,749 C1	16-Jan-09	90/009,389	07-Jun-11	High Performance, Low Cost Microprocessor Architecture
US	5,440,749 C1	30-Apr-09	90/010,520	07-Jun-11	High Performance, Low Cost Microprocessor Architecture
IR	0870226	04-Oct-96	96934069.4	21-May-03	RISC Microprocessor Architecture
JP	JP 3739797	04-Oct-96	1996-515848	11-Nov-05	RISC Microprocessor Architecture
JP	3955305	22-Aug-05	2005-240441	11-May-07	RISC Microprocessor Architecture
JP	4859616	10-Oct-06	2006-276681	11-Nov-11	RISC Microprocessor Architecture
UK	0870226	04-Oct-96	96934069.4	21-May-03	RISC Microprocessor Architecture
JP	NUMBER INCORRECT	12-Nov-08	2008-290229		RISC Microprocessor Architecture
JP	NUMBER INCORRECT	15-Jun-09	2009-141967		RISC Microprocessor Architecture
US		31-Oct-07	11/981,278		Using Breakpoints for Debugging in a RISC Microprocessor Architecture
US	6,598,148	29-Jul-98	09/124,623	22-Jul-03	High Performance Microprocessor Having Variable Speed System Clock
DE	DE 69033568.7	02-Aug-90	97200767.8	14-Jun-00	High Performance, Low Cost Microprocessor
EPO	EP 0786730	14-Mar-97	97200767.8	14-Jun-00	High Performance, Low Cost Microprocessor
FR	0786730	02-Aug-90	97200767.8	14-Jun-00	High Performance, Low Cost Microprocessor
IT	0786730	02-Aug-90	97200767.8	14-Jun-00	High Performance, Low Cost Microprocessor
JP	JP 2966085	02-Aug-90	02-511130	25-Oct-99	High Performance, Low Cost Microprocessor
NL	0786730	02-Aug-90	97200767.8	14-Jun-00	High Performance, Low Cost Microprocessor
UK	0786730	02-Aug-90	97200767.8	14-Jun-00	High Performance, Low Cost Microprocessor

ALD

US		06-Oct-95	60/005,408		RISC Microprocessor Architecture
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Initials for Licensor  Licensee 

ADDENDUM C

MOTION TO DISMISS AND MOTION TO TERMINATE

C1 - MOTION TO DISMISS

DISMISSAL WITH PREJUDICE

Please take notice that, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), Plaintiff Technology Properties Limited LLC voluntarily dismisses Defendant **AMAZON.COM, INC.** ("**AMAZON**") with prejudice, the Defendant having served neither an answer nor a motion for summary judgment.

ORDER

Having considered Plaintiff Technology Properties Limited LLC, Phoenix Digital Solutions LLC, and Patriot Scientific Corporation's ("Plaintiff") Notice of Voluntary Dismissal the Court finds that good cause exists for granting the notice. The Notice of Voluntary Dismissal is **GRANTED**. All claims asserted by Plaintiff against Defendant **AMAZON** are hereby dismissed with prejudice. Each party will bear its own costs and attorneys' fees.

C2 - MOTION TO TERMINATE

JOINT MOTION TO TERMINATE THE INVESTIGATION WITH RESPECT TO RESPONDENT **AMAZON.COM, INC.**

Pursuant to Commission Rule 19 C.F.R. § 210.21(b), Complainant Technology Properties Limited LLC ("**TPL**") and Respondent **AMAZON.COM, INC.** ("**AMAZON**") hereby move to terminate this investigation with respect to **AMAZON** on the basis of the attached MMP Portfolio License Agreement.

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MOTION TO TERMINATE THE INVESTIGATION WITH RESPECT TO
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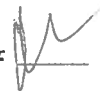
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For the reasons set forth above, the parties respectfully request that the joint motion to terminate with respect to AMAZON be granted pursuant to 19 C.F.R. 210.21(b).

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

Before the Honorable E. James Gildea
Administrative Law Judge

In the Matter of

**CERTAIN WIRELESS CONSUMER
ELECTRONICS DEVICES AND
COMPONENTS THEREOF**

Investigation No. 337-TA-853

CERTIFICATE OF SERVICE

I, Tracey Nero, hereby certify that on September 17, 2013, a copy of the foregoing document was served upon each of the following parties or their counsel in the manner indicated:

1. Joint Motion to Terminate the Investigation With Respect to Respondent Amazon.com, Inc. – **Public Version**

<i>Acting Secretary</i>	
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/s/ Tracey Nero
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