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23 Attorneys for Defendant  
24 PATRIOT SCIENTIFIC CORPORATION

25 **UNITED STATES DISTRICT COURT**  
26 **NORTHERN DISTRICT OF CALIFORNIA**

27 TECHNOLOGY PROPERTIES LIMITED  
LLC, PHOENIX DIGITAL SOLUTIONS  
LLC, and PATRIOT SCIENTIFIC  
CORPORATION,

Plaintiffs,

vs.

KYOCERA COMMUNICATIONS, INC.,

Defendants.

DAVID C. DOYLE, SBN 70690  
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M. ANDREW WOODMANSEE, SBN 201780  
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Attorneys for Defendants Kyocera Corporation  
and Kyocera Communications, Inc.

Case No. 12-cv-03860-YGR

**JOINT MOTION TO DISMISS**

1 Please take notice that, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i),  
2 Plaintiffs Technology Properties Limited LLC (“TPL”), Phoenix Digital Solutions LLC (“PDS”),  
3 and Patriot Scientific Corporation (“PTSC”) voluntarily dismiss Defendants Kyocera  
4 Corporation and Kyocera Communications, Inc. (“Kyocera”) with prejudice, the Defendants  
5 having served neither an answer nor a motion for summary judgment.

6 Provided, however, that this dismissal shall for no purpose be deemed to affect the rights  
7 of TPL and/or its affiliates with respect to products other than Licensed Products.

8 The parties have entered into an MMP Portfolio License Agreement and Release (the  
9 “Agreement”). Until the later of (i) the termination of ITC Investigation No. 337-TA-853 as to  
10 Kyocera Respondents, and there having been entered no exclusion order as a result of the ITC  
11 Investigation that applies to any of products of the Kyocera Respondents, and (ii) the dismissal  
12 of the District Court Action with prejudice, (A) the Court will retain jurisdiction for the purpose  
13 of facilitating and enforcing the terms and conditions of the Agreement; (B) the parties hereby  
14 consent to the exclusive jurisdiction and venue of the Court for such purpose; and (C) in the  
15 event of the breach of, or a dispute relating to, the Agreement, the Court will retain the exclusive  
16 jurisdiction to facilitate and enforce the terms and conditions of the Agreement, and to provide  
17 any other legal or equitable relief it deems necessary or appropriate.

18 Dated: August 30, 2013

Respectfully submitted,

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15 **UNITED STATES DISTRICT COURT**

16 **NORTHERN DISTRICT OF CALIFORNIA**

17 TECHNOLOGY PROPERTIES LIMITED  
18 LLC, PHOENIX DIGITAL SOLUTIONS  
19 LLC, and PATRIOT SCIENTIFIC  
CORPORATION,

20 Plaintiffs,

21 vs.

22 KYOCERA COMMUNICATIONS, INC.,

23 Defendants.

Case No. 12-cv-03860-YGR

**[PROPOSED] ORDER ON JOINT  
MOTION TO DISMISS**

1 Having reviewed Joint Motion to Dismiss, and in light of the MMP Portfolio License  
2 Agreement and Release between the parties (the “Agreement”), and good cause appearing  
3 therefor,

4 IT IS HEREBY ORDERED THAT the claims for relief asserted against Defendants are  
5 dismissed with prejudice, pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure.

6 IT IS FURTHER ORDERED that, until the later of (i) the termination of United States  
7 International Trade Commission (“ITC”) Investigation No. 337-TA-853 as to Kyocera  
8 Respondents (as defined in the Agreement), and there having been entered no exclusion order as  
9 a result of the ITC Investigation that applies to any of products of the Kyocera Respondents, and  
10 (ii) the dismissal of this Action with prejudice, (A) the parties agree that this Court will retain  
11 jurisdiction for the purpose of facilitating and enforcing the terms and conditions of the  
12 Agreement; (B) the parties hereby consent to the exclusive jurisdiction and venue of the Court  
13 for such purpose; and (C) in the event of the breach of, or a dispute relating to, the Agreement,  
14 the Court will retain the exclusive jurisdiction to facilitate and enforce the terms and conditions  
15 of the Agreement, and to provide any other legal or equitable relief it deems necessary or  
16 appropriate.

17 Date: September \_\_\_\_, 2013

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18 Honorable Yvonne Gonzalez Rogers  
19 United States Magistrate Judge  
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