

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

**CERTAIN WIRELESS DEVICES WITH 3G
AND/OR 4G CAPABILITIES AND
COMPONENTS THEREOF**

Inv. 337-TA-868

**ORDER NO. 114: INITIAL DETERMINATION GRANTING THE JOINT MOTION
FOR AND MEMORANDUM IN SUPPORT OF TERMINATION OF
THE INVESTIGATION BASED ON SETTLEMENT WITH
RESPECT TO RESPONDENTS SAMSUNG ELECTRONICS CO.,
LTD., SAMSUNG ELECTRONICS AMERICA, INC. AND
SAMSUNG TELECOMMUNICATIONS AMERICA LLC**

(June 9, 2014)

On June 3, 2014, complainants InterDigital Communications, Inc., InterDigital Technology Corporation, IPR Licensing, Inc., and InterDigital Holdings, Inc. (collectively, "InterDigital") and respondents Samsung Electronics, Co., Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America LLC (collectively "Samsung") filed a joint motion to terminate this investigation with respect to Samsung on the basis of a settlement - agreement reached between InterDigital and Samsung. (Motion Docket No. 868-119.) The motion states that all parties have agreed to waive Ground Rule 3.2 and, further, that all parties will submit responses by Friday, June 6, 2014.

On June 5, 2014, InterDigital and Samsung filed a revised public version of their motion containing fewer redactions in the attached exhibits. On June 6, 2014, the Commission Investigative Staff ("Staff") filed a response supporting the motion. On that same day, respondents ZTE Corporation and ZTE (USA), Inc. filed a response indicating that they take no

position on the motion. On June 9, 2014, respondents Nokia Corporation and Nokia Inc. notified the ALJ that they did not oppose the motion.

The Commission's Rules provide that "[a]ny party may move at any time for an order to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement, including an agreement to present the matter for arbitration, or a consent order, as provided in paragraphs (b), (c), and (d) of this section." 19 C.F.R. § 210.21(a)(2); *see also Certain Organizer Racks & Products Containing Same*, Inv. No. 337-TA-466, Order No. 7 at 2 (February 19, 2001). Commission Rule 210.21(b)(1) further specifies that in order for an investigation to be terminated as to a respondent on the basis of a licensing or other settlement agreement, the motion for termination must include: (1) copies of the licensing or other settlement agreement; (2) any supplemental agreements; and (3) a statement that there are no other agreements, written or oral, express or implied, between the parties concerning the subject matter of the investigation. 19 C.F.R. § 210.21(b)(1). In addition, the motion must include a public version of any licensing or other settlement agreement containing confidential business information. *Id.*

The motion to terminate is based on a settlement agreement. The settlement agreement appears to resolve the dispute in this investigation between the parties. In accordance with Commission Rule 210.21(b), the parties filed a public version of the Settlement Agreement, attached hereto as Attachment A. The motion further states, consistent with Commission Rule 210.21(b)(1), that there are no other agreements, written or oral, express or implied, between InterDigital and Samsung concerning the subject matter of this investigation. (Motion at 1.) Thus, the motion meets all of the requirements of Commission Rules 210.21(b)(1).

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Commission Rule 210.50(b)(2) provides that in the case of a proposed termination by settlement agreement or consent order, the parties may file statements regarding the impact of the proposed termination on the public interest, and the administrative law judge may hear argument, although no discovery may be compelled, with respect to issues relating solely to the public interest. 19 C.F.R. 210.50(b)(2). “Thereafter, the administrative law judge shall consider and make appropriate findings in the initial determination regarding the effect of the proposed settlement on the public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, and U.S. consumers.” (*Id.*)

In their Memorandum in Support of their Motion to Terminate, the parties assert that termination of this investigation is in the public interest. (Memo at 4-5.)

Staff submits that it is not aware of any information indicating that termination of the investigation as to Samsung on the basis of the settlement and arbitration agreement would be contrary to the public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers. (Staff Resp. at 3-4.) Staff further notes that the public interest generally favors settlement in order to avoid needless litigation and to conserve public resources. (Staff Br. at 3.) Therefore, Staff submits that there are no public interest concerns weighing against termination of this investigation as to Samsung based upon the settlement agreement, and that termination is appropriate.

Based on the pleadings filed in connection with the motion to terminate the investigation, the ALJ finds that there is no indication that termination of this investigation based on the settlement agreement would have an adverse impact on the public interest. In addition, the ALJ

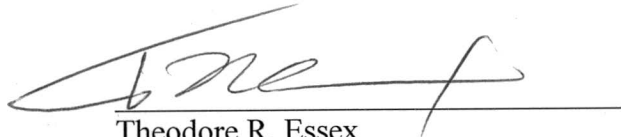
PUBLIC VERSION

finds that termination of an investigation as to a respondent, such as that proposed by the motion, is generally in the public interest.

Accordingly, it is the initial determination that Motion No. 868-119 be GRANTED. This initial determination, along with supporting documentation, is hereby certified to the Commission.

Pursuant to 19 C.F.R. § 210.42(h), this initial determination shall become the determination of the Commission unless a party files a petition for review of the initial determination pursuant to 19 C.F.R. § 210.43(a) or the Commission, pursuant to 19 C.F.R. § 210.44, orders on its own motion a review of the initial determination or certain issues herein.

SO ORDERED.



Theodore R. Essex
Administrative Law Judge

ATTACHMENT A

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LATHAM & WATKINS LLP

June 5, 2014

BY EDIS

Lisa R. Barton
Secretary to the Commission
U.S. International Trade Commission
500 E Street, S.W., Room 112
Washington, DC 20436

FIRM / AFFILIATE OFFICES

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Re: *Certain Wireless Devices With 3G and/or 4G Capabilities and
Components Thereof, ITC Inv. No. 337-TA-868*

Dear Secretary Barton:

On behalf of Complainants InterDigital Communications, Inc., InterDigital Technology Corporation, IPR Licensing, Inc., and InterDigital Holdings, Inc. and Respondents Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America LLC ("the parties"), enclosed please find a revised public version of the Joint Motion to Terminate the Investigation by Settlement with Respect to Respondents Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America LLC ("Joint Motion") (Motion No. 868-119).

Upon further consideration, the parties have agreed to replace Exhibit 1 with the attached revised version of the exhibit. Please replace the public version of the Joint Motion previously filed on June 3, 2014 with the enclosed.

Thank you for your attention to this matter.

Respectfully submitted,

/s/ Bert C. Reiser

Bert C. Reiser
of LATHAM & WATKINS LLP

Enclosures

cc: Service List

REVISED PUBLIC VERSION

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

**Before the Honorable Theodore R. Essex
Administrative Law Judge**

In the Matter of

**CERTAIN WIRELESS DEVICES WITH
3G AND/OR 4G CAPABILITIES AND
COMPONENTS THEREOF**

Investigation No. 337-TA-868

**JOINT MOTION FOR AND MEMORANDUM IN SUPPORT OF TERMINATION OF
THE INVESTIGATION BASED ON A SETTLEMENT WITH RESPECT TO
RESPONDENTS SAMSUNG ELECTRONICS CO., LTD., SAMSUNG ELECTRONICS
AMERICA, INC. AND SAMSUNG TELECOMMUNICATIONS AMERICA LLC**

Complainants InterDigital Communications, Inc., InterDigital Technology Corporation, IPR Licensing, Inc., and InterDigital Holdings, Inc. (collectively “InterDigital”) and respondents Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America LLC (collectively “Samsung”) hereby move for issuance of an initial determination terminating this investigation based on a settlement. InterDigital and Samsung have reached a settlement that includes an agreement to terminate this investigation. The terms of settlement are set forth in the attached Exhibits (Exhibits 1 and 2). The parties state that there are no other agreements, written or oral, express or implied, between them concerning the subject matter of this investigation.

Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private parties, and termination based on a settlement agreement is routinely granted. *See, e.g., Certain Equipment for Telecommunications or Data Communications Networks, Including Routers, Switches, and*

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Hubs, and Components Thereof, Inv. No. 337-TA-574, Order No. 27 at 4 (May 24, 2007); *Certain Safety Eyewear and Components Thereof*, Inv. No. 337-TA-433, Order No. 37 at 2 (November 3, 2000); *Certain Synchronous Dynamic Random Access Memory Devices, Microprocessors, and Products Containing Same*, Inv. No. 337-TA-431, Order No. 11 at 2 (July 13, 2000); *Certain Integrated Circuit Chipsets, Components Thereof and Products Containing Same*, Inv. No. 337-TA-428, Order No. 16 at 5 (August 22, 2000); *Certain Equipment for Telecommunications or Data Communications Networks, Including Routers, Switches, and Hubs, And Components Thereof*, Inv. No. 337-TA-574, Order No. 52 (September 8, 2008). Further, grant of this motion will not adversely affect the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, or United States consumers. The parties accordingly urge that the joint motion to terminate the investigation based on a settlement as to Samsung be granted.

Counsel for InterDigital and for Samsung have consulted with the Commission Investigative Attorney regarding this Motion, as well as with counsel for the other respondents, Nokia and ZTE. The Commission Investigative Attorney and counsel for respondents Nokia and ZTE will provide their respective positions after reviewing the attached papers in more detail. The Commission Investigative Attorney, as well as counsel for the Nokia and ZTE respondents, agreed to provide their positions no later than Friday, June 6, 2014; further, all agreed to waive Ground Rule 3.2 for purposes of this Motion.

Complainants and Samsung respectfully request that the Administrative Law Judge issue an Initial Determination granting this Joint Motion to Terminate the above captioned Investigation in accordance with 19 C.F.R. §§ 210.21(a)(2) and (b) as to Samsung.

REVISED PUBLIC VERSION

Respectfully Submitted,

Dated: June 5, 2014

/s/ Bert C. Reiser

Maximilian A. Grant
Bert C. Reiser
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Telephone: (650) 493-9300
Facsimile: (650) 493-6811

Counsel for Complainants
InterDigital Communications, Inc.,
InterDigital Technology Corporation,
IPR Licensing, Inc., and InterDigital
Holdings, Inc.

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/s/ Stephen J. Rosenman

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Paul M. Schoenhard
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Washington, DC 20005
Telephone: (202) 508-4600

Jesse J. Jenner
Steven Pepe
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Ropes & Gray LLP
1211 Avenue of the Americas
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Telephone: (212) 596-9000

Bruce R. Genderson
Kevin Hardy
Stanley E. Fisher
Samuel B. Davidoff
Williams & Connolly LLP
725 Twelfth Street, N.W.
Washington, DC 20005

Counsel for Respondents
Samsung Electronics, Co., Ltd.,
Samsung Electronics America, Inc. and
Samsung Telecommunications America,
LLC

CERTIFICATE OF SERVICE

It is hereby certified that copies of **JOINT MOTION FOR AND MEMORANDUM IN SUPPORT OF TERMINATION OF THE INVESTIGATION BASED ON A SETTLEMENT WITH RESPECT TO RESPONDENTS SAMSUNG ELECTRONICS CO., LTD., SAMSUNG ELECTRONICS AMERICA, INC. AND SAMSUNG TELECOMMUNICATIONS AMERICA LLC (REVISED PUBLIC VERSION)** were served on June 5, 2014 as follows:

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| The Honorable Lisa R. Barton Secretary to the Commission U.S. International Trade Commission 500 E Street, S.W., Room 112A Washington, DC 20436 | By EDIS |
| The Honorable Theodore R. Essex Administrative Law Judge U.S. International Trade Commission 500 E Street, S.W., Room 317 Washington, D.C. 20436 | By Hand Delivery (2 copies) and email: Tamara.Foley@usitc.gov |
| Lisa Murray Office of Unfair Import Investigations U.S. International Trade Commission 500 E Street, S.W., Room 401 Washington, D.C. 20436 | By email: lisa.murray@usitc.gov |
| Stephen J. Rosenman, Esq. ROPES & GRAY LLP One Metro Center 700 12th Street NW, Suite 900 Washington, DC 20005 <i>Counsel for Respondents Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America, LLC</i> | By email: RopesITC868@ropesgray.com WCITC868@wc.com |
| Marsha E. Mullin ALSTON & BIRD LLP 333 South Hope Street 16th Floor Los Angeles, CA 90071 <i>Counsel for Respondents Nokia Corporation and Nokia Inc.</i> | By email: 868NokiaIDC@alston.com |

| | |
|--|--|
| Jay H. Reiziss BRINKS GILSON & LIONE 1775 Pennsylvania Avenue, NW, Suite 900 Washington, DC 20006 <i>Counsel for Respondents ZTE Corporation and ZTE (USA)</i> | By email: 868ZTEBrinks@brinksgilson.com |
|--|--|

/s/ Amy L. Thomas
Amy L. Thomas
LATHAM & WATKINS LLP
555 Eleventh Street, N.W., Suite 1000
Washington, D.C. 20004-1304

EXHIBIT 1

PATENT LICENSE AND SETTLEMENT AGREEMENT

THIS AGREEMENT IS A PATENT LICENSE AND SETTLEMENT AGREEMENT (the "Agreement"), effective retroactively as of January 1, 2013 (the "Effective Date") upon full execution by all Parties to this Agreement, by and among Samsung Electronics Co., Ltd., a corporation duly organized and existing under the laws of the Republic of Korea and having its principal office at (Maetan-dong), 129 Samsung-ro, Yeongtong-gu Suwon-si, Gyeonggi-do, 443-742, Korea ("Samsung"), and InterDigital Technology Corporation, IPR Licensing, Inc., InterDigital Patent Holdings, Inc., PCMS Holdings, Inc., DRNC Holdings, Inc., IDLR Holdings, Inc., IDPA Holdings, Inc. and VIDSCALE, Inc. each Delaware corporations having a mailing address of 200 Bellevue Parkway, Suite 300, Wilmington, Delaware 19809 (individually and together, "InterDigital Group"), InterDigital Holdings, Inc., a corporation duly organized and existing under the laws of Delaware and having its principal office at 200 Bellevue Parkway, Suite 300, Wilmington, DE 19809 ("IHI") and InterDigital Communications, Inc., a corporation duly organized and existing under the laws of Delaware and having its principal office at 781 Third Avenue, King of Prussia, PA 19406 ("ICI") (IHI, ICI and InterDigital Group are referred to herein individually and collectively as "InterDigital"). Samsung and InterDigital are herein individually referenced as "Party" and collectively as "Parties."

WHEREAS, as of the date the Agreement was executed by all Parties, InterDigital, Samsung, and certain of their Related Parties, were parties to a number of legal proceedings concerning, among other things, the alleged infringement of certain of the Licensed Patents by Samsung's sales of Licensed Products, as well as claims and defenses relating to InterDigital's licensing and standards-related conduct, including but not limited to allegations of anticompetitive conduct, violations of obligations to Standard Setting Organizations ("SSOs") including IPR Policies of SSOs, claims of breach of contract, waiver, estoppel, patent misuse and implied license, among others;

WHEREAS, InterDigital owns or has the right to license the Licensed Patents (as defined herein) and is willing to grant a worldwide, non-exclusive license under the Licensed Patents on and subject to the terms set forth below; and

WHEREAS, Samsung desires to obtain such a license.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. License

a. 3G License Grant.

[Redacted]

[Redacted]

b. 4G License Grant.

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

2. Payments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

June 1, 2014
EXECUTION COPY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Term / Termination and Remedies.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

June 1, 2014
EXECUTION COPY

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

June 1, 2014
EXECUTION COPY

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

7. Assignment.

[Redacted]

June 1, 2014
EXECUTION COPY

[Redacted]

[Redacted]

[Redacted]

[Redacted]

June 1, 2014
EXECUTION COPY

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. Dismissals.

a. Termination of USITC Action. The Parties shall (1) immediately cause their respective counsel to execute and file with the USITC a joint motion and proposed order, in the form attached as Exhibit "B" hereto, seeking to terminate the USITC Action on the basis of settlement pursuant to 19 C.F.R. § 210.21(b); and (2) take all other reasonable actions to terminate such proceedings and orders.

b. Termination of InterDigital Delaware Action. The Parties shall immediately cause their respective counsel to execute and file a motion to stay [REDACTED]

[REDACTED] the Parties shall immediately cause their respective counsel to execute and file with the Court a joint stipulation, in the form attached as Exhibit "C" hereto, dismissing with prejudice the Delaware Action, and take all other reasonable actions necessary to dismiss such proceeding.

c. Termination of Other Lawsuits. Both Parties shall promptly dismiss and/or withdraw any other Lawsuits with respect to the other Party or any of its Related Parties, but shall not be required to dismiss or withdraw any actions, complaints, petitions, proceedings, investigations or other requests for relief with respect to any third party or any products or services of any third party other than the Parties and their Related Parties.

9. Releases [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

June 1, 2014
EXECUTION COPY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

June 1, 2014
EXECUTION COPY

[Redacted]

[Redacted]

[Redacted]

[Redacted]

June 1, 2014
EXECUTION COPY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. **No Further Rights.** Nothing in this Agreement shall be construed as:

a. conferring (by implication, estoppel, exhaustion or otherwise) any license, [REDACTED]

[REDACTED] except [REDACTED]

b. conferring a right to use or sell any product that is expressly licensed for sale hereunder (or entitled to protection under a [REDACTED])

[REDACTED] in each case as such product itself is used within such combination, shall remain subject to the applicable rights hereunder with respect to such product.

12. **Disclosure.** Each of the Parties shall maintain as strictly confidential the terms of this Agreement and any proprietary information (e.g., reports, materials or other documents submitted in accordance with the terms of this Agreement) disclosed to a Party or any Related Party by the other Party or any of its Related Parties, under, or as a result of or during the negotiation of, this Agreement, except as follows:

a. that was previously known to the receiving Party free of any obligation to keep it confidential at the time it was communicated by the disclosing Party;

b. that is or becomes generally known to the public, provided that such public knowledge is not the result of any acts attributable to the receiving Party;

c. with the prior written consent of the other Party;

d. that is rightfully received by the receiving Party from a third party, free of any obligation of confidentiality;

e. this Agreement may be filed in redacted form pursuant to US-SEC requirements.

f. InterDigital may disclose the impact of this Agreement on its revenues, deferred revenues, or cash position in connection with its financial guidance, results, or updates. In connection therewith, InterDigital shall not disclose Samsung's name except in connection with the total revenue attributable to Samsung in the event Samsung was a customer [REDACTED] of InterDigital's and its Related Parties consolidated revenues (based on US-SEC guidelines) for the applicable period or unless otherwise required by US-SEC, NASDAQ or other legal requirement.

g. as required by court or arbitral order which has been precipitated by a third party request, or a governmental order, with notice to the other Party as soon as any proceeding that may lead to such order is known, and to permit the other Party an opportunity to intervene to prevent disclosure. In the case of a possible ordered disclosure, the Party that would be subject to the order shall give the other Party reasonable prior notice of such intended disclosure and use its best efforts to ensure such disclosure is protected by a protective order and seek confidential treatment or other confidentiality obligation;

h. InterDigital may issue a press release in the form of Exhibit E agreed by both Parties and each Party may publish and distribute Periodic Reports, including on a Current Report on Form 8-K, Quarterly Report on Form 10-Q and Annual Report on Form 10-K, as required by the US-SEC or to publish and distribute reports as required by the KRX (Korea Exchange) announcing the execution of this Agreement. Such reports may contain the scope and fields of the licenses, the license durations, the impact of the Agreement on InterDigital's revenues, deferred revenue, or cash position, and such financial and other terms as are required to be disclosed by the US-SEC and the KRX;

i. [REDACTED]

j. any other information reasonably necessary to satisfy US-SEC, NASDAQ, KRX or other statutory, regulatory, taxation, or administrative requirements;

l. in a legal proceeding between the Parties or their Related Parties;

m. in confidence to a potential acquirer (i) of the business of a Party (whether through merger, sale of stock, sale of assets or otherwise) or (ii) [REDACTED]

n. as required by a discovery request or other disclosure obligation in the course of any proceeding before the International Trade Commission; or

o. such other disclosures as may be required by law, regulation, or court, arbitral or governmental order.

Notwithstanding anything to the contrary herein, the provisions of this Section 12 shall survive the termination or expiration of this Agreement and for ten (10) years thereafter.

13. Notices. Any notices given hereunder shall, unless otherwise specified herein, be sent by email with copy by international overnight delivery equivalent (confirmed receipt), facsimile (confirmed receipt), or personal delivery as follows (or pursuant to such other contact information as may later be provided to the other Party by like notice):

If to Samsung:

Samsung Electronics Co., Ltd.
Licensing Team, IP Center
(Maetan-dong)129 Samsung-ro,
Yeongtong-gu Suwon-si,
Gyeonggi-do, 443-742, Korea
Attention: Leader of Licensing 1 Group

Tel: +82-31-277-8800
Email : jhkwak@samsung.com

If to InterDigital :

InterDigital Holdings, Inc.
200 Bellevue Parkway
Suite 300
Wilmington, DE 19809-3727

Attention: Lawrence F. Shay
Lawrence.Shay@interdigital.com

Tel: (302) 281-3600
Fax: (302) 798-3224

With a copy to:

Samsung Electronics Co., Ltd.
Licensing Team, IP Center
(Maetan-dong)129 Samsung-ro,
Yeongtong-gu Suwon-si,
Gyeonggi-do, 443-742, Korea
Attention: Leader of IP Transactions Group

Tel: +82-277-8400
Email: yooskim@samsung.com

With a copy to:

Wilson Sonsini Goodrich & Rosati PC
650 Page Mill Road
Palo Alto, CA 94304

Attention: Michael Levin, Esq.
mlevin@wsgr.com

Tel: (650) 493-9300
Fax: (650) 493-6811

Notwithstanding the foregoing, InterDigital shall deliver originals of invoices to Leader of Licensing 1 Group , with copy by email to Samsung.

To the extent any notice sent to Samsung is not delivered or is returned or rejected, notice to Leader of Licensing 1 Group shall be deemed sufficient.

14. Attorneys' Fees and Costs. The Parties shall bear their own respective attorneys' fees and costs incurred on any and all matters related to this Agreement.

15. No Waiver. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.

16. Severability. If any one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect, other than payment obligations set forth herein, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. In the event that the absence of the invalidated provision(s) adversely affects the substantive rights of the Parties, the Parties shall use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, as much as legally possible, implement the purposes of this Agreement as originally written. To the extent permitted by applicable law, each of the Parties hereby waives any provision of law that would render any provision hereof prohibited or unenforceable in any respect.

17. Construction. In the event of a dispute, neither Party shall be entitled to claim that any provision should be construed against the other Party by reason of the fact that it was drafted by the other Party. Among the entities constituting a Party and its Affiliates under this Agreement, the entity owning [REDACTED]

will be deemed to be the entity granting [REDACTED]

18. Entire Agreement. This Agreement, including any exhibits hereto, and the letter from InterDigital, Inc. dated as of the Execution Date constitutes the entire, complete and final agreement and understanding among the Parties as to the subjects addressed in this document, and supersedes all prior agreements, understandings, discussions and other communications, if any, between the Parties with respect to the subject matter thereof, whether oral or written. The Parties and each of the respective signatories represent and warrant to the other Party that the signatories have authority to enter into this Agreement and bind the respective Parties and each of their Affiliates.

19. Governing Law/Jurisdiction. New York law (without regard to its choice of law and conflict of laws rules) governs this Agreement, and any disputes relating to this Agreement will be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York. (In the event there is a lack of jurisdiction in the United States District Court for the Southern District of New York, the New York State Courts in Manhattan shall assume exclusive jurisdiction.) The foregoing exclusive jurisdiction provision does not apply to, and may not be used as a basis for requesting a stay, dismissal, termination or transfer of, any claim relating to patent infringement that is brought in another jurisdiction.

20. Related Party Performance. Each Party shall be responsible for all actions required of its Related Parties hereunder and shall be liable to the other Party for any failure to perform by Related Parties of the first Party hereunder. [REDACTED]

21. Performance. Time is of the essence.

22. Audit. [REDACTED]

[REDACTED]

23. Representations and Warranties. As of the execution and delivery of this Agreement, the Parties make the following representations and warranties:

a. Each Party represents and warrants to the other Party that such Party or its Affiliates are the sole and lawful owners of all rights, title and interest in and to each and every claim that they purport to release herein and that such Party or its Affiliates have not heretofore assigned or transferred to any person or entity any right, title or interest in the released claims [REDACTED]

b. Each Party represents and warrants to the other Party that (i) the person signing this Agreement on its behalf is fully authorized and legally competent to execute and deliver this Agreement on its behalf; (ii) it is executing this Agreement wholly upon its own volition, individual judgment, belief, and knowledge; (iii) the performance of this Agreement and the transactions contemplated hereunder have been fully authorized by all necessary corporate and other action; and (iv) it is executing this Agreement after consultation with its own independent legal counsel.

[REDACTED]

d. Each Party represents and warrants to the other Party that the only pending suits, arbitrations, administrative or regulatory complaints, or any other actions initiated or participated in by the Parties or their Affiliates against the other Party or its Related Parties are the actions identified in the first two subsections of the definition of Lawsuits (Sections 26(kk)(A) and 26(kk)(B)).

THE WARRANTIES SET FORTH IN THIS SECTION 23 CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THIS AGREEMENT AND THE SUBJECT MATTER HEREOF, AND THEY ARE IN LIEU OF ALL OTHER WARRANTIES WRITTEN OR ORAL, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE.

24. Execution; Counterparts; Amendments. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signatory hereto may indicate acceptance of this Agreement with a facsimile signature or PDF copy, and any Party that does so shall thereafter provide an original signature to all other Parties. This Agreement may not be amended, supplemented, or modified in any manner, orally or otherwise, except by an instrument in writing referencing this Agreement signed by duly authorized representatives of the parties hereto.

25. Survival. Except as otherwise specifically set forth herein, and without limiting or superseding any provision which specifically address survival (including, without limitation, Section 3 herein), the following provisions of this Agreement shall survive expiration or termination of this Agreement: [REDACTED]

[REDACTED]

26. Definitions.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

June 1, 2014
EXECUTION COPY

[REDACTED]

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June 1, 2014
EXECUTION COPY

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June 1, 2014
EXECUTION COPY

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives set forth below.

SAMSUNG ELECTRONICS CO., LTD.

IPR LICENSING, INC.

By: [Signature]
Name: J. H. KWAK
Title: VICE PRESIDENT OF IP
Date: 06/03/2014

By: _____
Name: _____
Title: _____
Date: _____

INTERDIGITAL PATENT HOLDINGS, INC.

INTERDIGITAL TECHNOLOGY CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

INTERDIGITAL COMMUNICATIONS, INC.

IDLR HOLDINGS, INC.

By: _____
Name: _____
Title: _____
Date: _____


By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives set forth below.


SAMSUNG ELECTRONICS CO., LTD.

By: _____
Name:
Title:
Date:


IPR LICENSING, INC.

By: 
Name: Lawrence F. Shay
Title: President and Chief Executive Officer
Date: June 1, 2014

INTERDIGITAL PATENT HOLDINGS, INC.

By: 
Name: Lawrence F. Shay
Title: President and Chief Executive Officer
Date: June 1, 2014


INTERDIGITAL TECHNOLOGY CORPORATION

By: 
Name: Lawrence F. Shay
Title: President and Chief Executive Officer
Date: June 1, 2014


INTERDIGITAL COMMUNICATIONS, INC.

By: _____
Name:
Title:
Date:


IDLR HOLDINGS, INC.

By: 
Name: Lawrence F. Shay
Title: President and Chief Executive Officer
Date: June 1, 2014

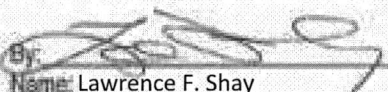
PCMS HOLDINGS, INC.

By: 
Name: Lawrence F. Shay
Title: President and Chief Executive Officer
Date: June 1, 2014

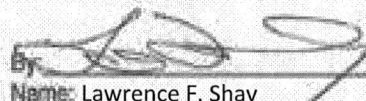
DRMC HOLDINGS, INC.

By: 
Name: Lawrence F. Shay
Title: President and Chief Executive Officer
Date: June 1, 2014

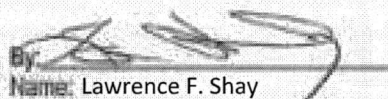
VIDSCALE, INC.

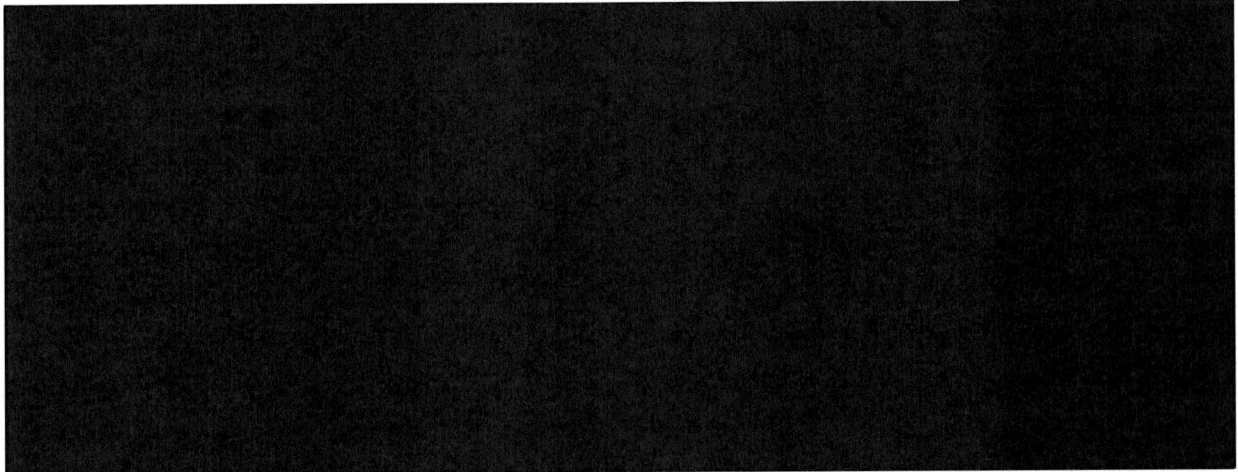
By: 
Name: Lawrence F. Shay
Title: President and Chief Executive Officer
Date: June 1, 2014

IDPA HOLDINGS, INC.

By: 
Name: Lawrence F. Shay
Title: President and Chief Executive Officer
Date: June 1, 2014

INTERDIGITAL HOLDINGS, INC.

By: 
Name: Lawrence F. Shay
Title: President and Chief Executive Officer
Date: June 1, 2014



IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives set forth below.

SAMSUNG ELECTRONICS CO., LTD.

By: _____
Name:
Title:
Date:

IPR LICENSING, INC.

By: _____
Name:
Title:
Date:


INTERDIGITAL PATENT HOLDINGS, INC.

By: _____
Name:
Title:
Date:

INTERDIGITAL TECHNOLOGY CORPORATION

By: _____
Name:
Title:
Date:

INTERDIGITAL COMMUNICATIONS, INC.

By: 
Name: Scott A. McQuilkin
Title: President
Date: June 1, 2014

IDLR HOLDINGS, INC.

By: _____
Name:
Title:
Date:

PCMS HOLDINGS, INC.

By: _____
Name:
Title:
Date:

DRNC HOLDINGS, INC.

By: _____
Name:
Title:
Date:

VIDSCALE, INC.

By: _____
Name:
Title:
Date:

IDPA HOLDINGS, INC.

By: _____
Name:
Title:
Date:

INTERDIGITAL HOLDINGS, INC.

By: _____
Name:
Title:
Date:

EXHIBIT B

**THE UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.**

**Before The Honorable Theodore R. Essex
Administrative Law Judge**

In the Matter of

**CERTAIN WIRELESS DEVICES WITH 3G
AND/OR 4G CAPABILITIES AND
COMPONENTS**

Investigation No. 337-TA-868

**JOINT MOTION FOR TERMINATION OF THE INVESTIGATION BASED ON A
SETTLEMENT**

Complainants InterDigital Communications, Inc., InterDigital Technology Corporation, IPR Licensing, Inc., and InterDigital Holdings, Inc. (collectively "InterDigital") and respondents Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America LLC (collectively "Samsung") hereby move for issuance of an initial determination terminating this investigation based on a settlement. InterDigital and Samsung have reached a settlement that includes an agreement to terminate this investigation. The terms of settlement are set forth in the attached Exhibit (Exhibit 1). The parties state that there are no other agreements, written or oral, express or implied, between them concerning the subject matter of this investigation.

Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private parties, and termination based on a settlement agreement is routinely granted. *See, e.g., Certain Equipment for Telecommunications or Data Communications networks, Including Routers, Switches, and Hubs, and Components Thereof*, Inv. No. 337-TA-574, Order No. 27 at 4 (May 24, 2007); *Certain Safety Eyewear and Components Thereof*, Inv. No. 337-TA-433, Order No. 37 at 2 (November 3, 2000); *Certain Synchronous Dynamic Random Access Memory Devices, Microprocessors, and Products Containing Same*, Inv. No. 337-TA-431, Order No. 11 at 2 (July 13, 2000); *Certain Integrated Circuit Chipsets, Components Thereof and Products Containing Same*, Inv. No. 337-TA-428, Order No. 16 at 5 (August 22, 2000); *Certain Equipment for Telecommunications or Data Communications Networks, Including Routers, Switches, and Hubs, And Components, Thereof*, Inv. No. 337-TA-574, Order No. 52 (September 8, 2008). Further, grant of this motion will not adversely affect the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, or United States consumers. The parties accordingly urge that the joint motion to terminate the investigation based on a settlement be granted.

Complainants have consulted with the Commission Investigative Attorney regarding this Motion. The Commission Investigative Attorney will provide the position of the Office of Unfair Import Investigations after reviewing the attached papers in more detail.

Respectfully submitted,

EXHIBIT 1

THE UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.

Before The Honorable Theodore R. Essex
Administrative Law Judge

In the Matter of

**CERTAIN WIRELESS DEVICES WITH 3G
AND/OR 4G CAPABILITIES AND
COMPONENTS**

Investigation No. 337-TA-868

**JOINT MOTION FOR TERMINATION OF THE INVESTIGATION
BASED ON A SETTLEMENT**

Complainants InterDigital Communications, Inc., InterDigital Technology Corporation, IPR Licensing, Inc., and InterDigital Holdings, Inc. (collectively "InterDigital") and respondents Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America LLC (collectively "Samsung") hereby move for issuance of an initial determination terminating this investigation based on a settlement. InterDigital and Samsung have reached a settlement that includes an agreement to terminate this investigation. The terms of settlement are set forth in the attached Exhibit (Exhibit 1). The parties state that there are no other agreements, written or oral, express or implied, between them concerning the subject matter of this investigation.

Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private parties, and termination based on a settlement agreement is routinely granted. *See, e.g., Certain Equipment for Telecommunications or Data Communications networks, Including Routers, Switches, and Hubs, and Components Thereof*, Inv. No. 337-TA-574, Order No. 27 at 4 (May 24, 2007); *Certain Safety Eyewear and Components Thereof*, Inv. No. 337-TA-433, Order No. 37 at 2 (November 3, 2000); *Certain Synchronous Dynamic Random Access Memory Devices, Microprocessors, and Products Containing Same*, Inv. No. 337-TA-431, Order No. 11 at 2 (July 13, 2000); *Certain Integrated Circuit Chipsets, Components Thereof and Products Containing Same*, Inv. No. 337-TA-428, Order No. 16 at 5 (August 22, 2000); *Certain Equipment for Telecommunications or Data Communications Networks, Including Routers, Switches, and Hubs, And Components, Thereof*, Inv. No. 337-TA-574, Order No. 52 (September 8, 2008). Further, grant of this motion will not adversely affect the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, or United States consumers. The parties accordingly urge that the joint motion to terminate the investigation based on a settlement be granted.

Complainants have consulted with the Commission Investigative Attorney regarding this Motion. The Commission Investigative Attorney will provide the position of the Office of Unfair Import Investigations after reviewing the attached papers in more detail.

Respectfully submitted,

EXHIBIT 1
[PUBLIC VERSION]

EXHIBIT C

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

INTERDIGITAL COMMUNICATIONS,
INC., INTERDIGITAL TECHNOLOGY
CORPORATION, IPR LICENSING, INC.,
and INTERDIGITAL HOLDINGS, INC.,

Case No. 1:13-cv-011-RGA

Plaintiffs,

v.

SAMSUNG ELECTRONICS CO., LTD.,
SAMSUNG ELECTRONICS AMERICA,
INC., and SAMSUNG TELECOMMUNICATIONS AMERICA, LLC

Defendants.

JOINT STIPULATION OF DISMISSAL WITHOUT PREJUDICE

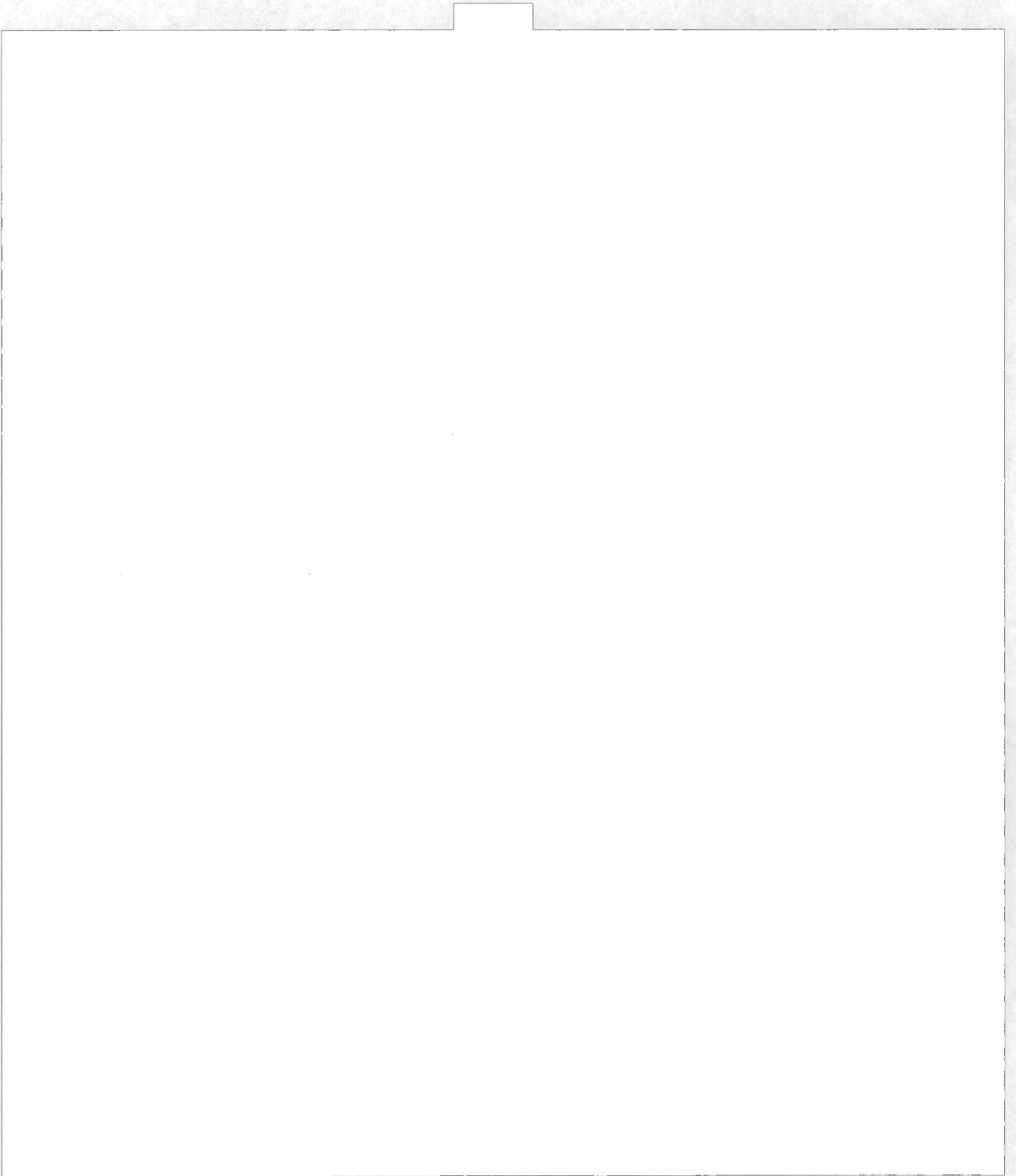
Having agreed to a settlement, the parties, by and between counsel, hereby stipulate and agree pursuant to Fed. R. Civ. P. 41(a)(1) that this action, including all claims and counterclaims, shall be dismissed with prejudice, with each party to bear its own costs and attorneys' fees.

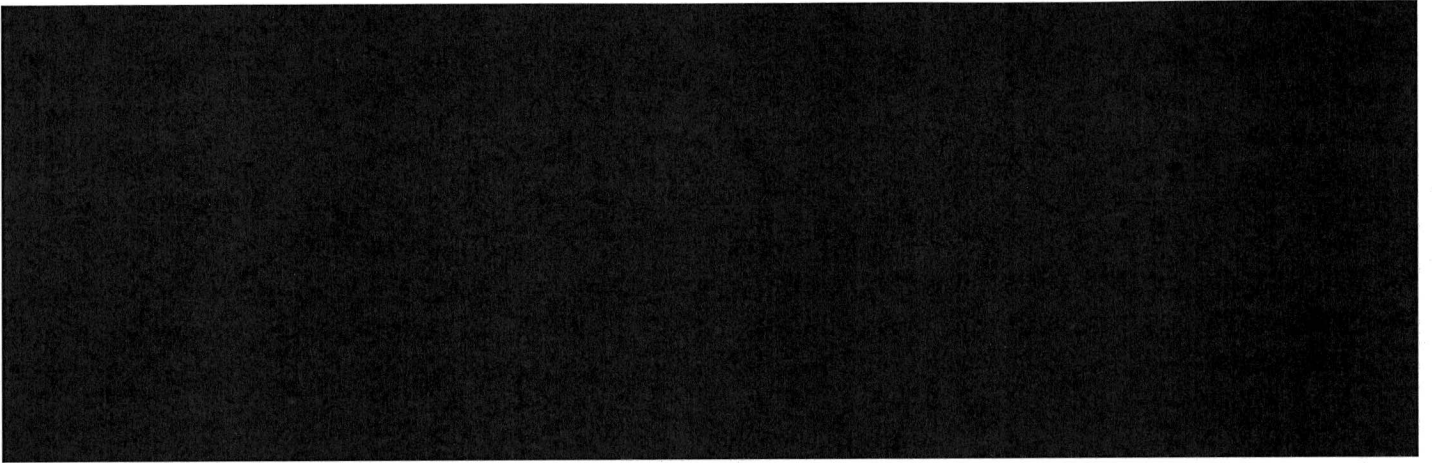
Dated: _____, 2014

ORDER

SO ORDERED this ____ day of _____, 2014.

The Honorable Richard G. Andrews





News Release

INTERDIGITAL

INTERDIGITAL ANNOUNCES PATENT LICENSE AGREEMENT WITH SAMSUNG

Multi-year agreement resolves all pending litigation between the companies

WILMINGTON, DEL. — May XX, 2014 — InterDigital, Inc. (NASDAQ: IDCC), a wireless research and development company, today announced that the company's patent licensing subsidiaries have entered into a patent license agreement with Samsung Electronics Co., Ltd. The multi-year agreement also resolves all pending litigation between the companies. The royalty-bearing license agreement sets forth terms covering the sale by Samsung of 3G, 4G and certain future generation wireless products.

"We are very happy to have resolved the licensing dispute with Samsung on mutually agreeable terms. This agreement with Samsung shows how our longstanding patent licensing framework and process can lead to effective, productive discussions and eventual resolution on fair and reasonable terms," said William J. Merritt, President and Chief Executive Officer of InterDigital. "The agreement also underscores the broad portfolio of technologies we've contributed and continue to contribute to the entire industry, and represents another important step towards our efforts to bring a significant portion of major terminal unit providers under license."

About InterDigital

InterDigital develops technologies that are at the core of mobile devices, networks, and services worldwide. We solve many of the industry's most critical and complex technical challenges, inventing solutions for more efficient broadband networks and a richer multimedia experience years ahead of market deployment. InterDigital has licenses and strategic relationships with many of the world's leading wireless companies. Founded in 1972, InterDigital is listed on NASDAQ and is included in the S&P MidCap 400® index.

InterDigital is a registered trademark of InterDigital, Inc.

For more information, visit: www.interdigital.com.

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Contact:

Patrick Van de Wille

Email: patrick.vandewille@interdigital.com

+1 (858) 210-4814

EXHIBIT 2

INTERDIGITAL

Lawrence F. Shay
Executive Vice-President
Phone: +1.302.281.8704
Email: Lawrence.shay@interdigital.com

June 1, 2014

Via E-Mail and Federal Express

Mr. James Kwak
Vice President
Licensing Team
Intellectual Property Center
Samsung Electronics
Maetong-dong 129, Samsung-ro
Yeongtong-gu, Suwon-si
Gyeonggi-do 443-742, Korea

Mr. Indong Kang
Director, Licensing / IP Counsel
Licensing Group 1
Intellectual Property Center
Samsung Electronics
416, Maetong 3-dong
Yeongtong-gu, Suwon-si
Gyeonggi-do 443-742, Korea

Re: Patent License and Settlement Agreement between InterDigital Communications, Inc., InterDigital Technology Corporation, IPR Licensing, Inc., InterDigital Patent Holdings, Inc., PCMS Holdings, Inc., DRNC Holdings, Inc., IDLR Holdings, Inc., IDPA Holdings, Inc., and VIDSCALE, Inc. (individually and together, "InterDigital Group"), and Samsung Electronics Co., LTD ("Samsung") Effective as of January 1, 2013 (the "PLA")

Dear Mr. Kwak:

Capitalized Terms not otherwise defined herein shall have the definitions ascribed to them in the PLA.

Regards,

InterDigital, Inc.

Lawrence F. Shay
Executive Vice President, Intellectual Property

**CERTAIN WIRELESS DEVICES WITH 3G AND/OR 4G
CAPABILITIES AND COMPONENTS THEREOF**

Inv. No. 337-TA-868

PUBLIC CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **ORDER NO. 114** has been served by hand upon the Commission Investigative Attorney, Lisa A. Murray, Esq., and the following parties as indicated on June 9, 2014.



Lisa R. Barton, Secretary
U.S. International Trade Commission
500 E Street, SW, Room 112
Washington, DC 20436

On Behalf of Complainants InterDigital Communications, Inc., InterDigital Technology Corporation, IPR Licensing, Inc. and InterDigital Holdings, Inc.:

Maximilian A. Grant, Esq.
LATHAM & WATKINS LLP
555 Eleventh Street, NW, Suite 1000
Washington, DC 20004

() Via Hand Delivery
(☒) Via Express Delivery
() Via First Class Mail
() Other: _____

On Behalf of Respondents ZTE Corporation and ZTE (USA) Inc.:

Jay H. Reiziss, Esq.
BRINKS GILSON & LIONE
1775 Pennsylvania Ave., Suite 900
Washington, DC 20006-2219

() Via Hand Delivery
(☒) Via Express Delivery
() Via First Class Mail
() Other: _____

On Behalf of Respondents Nokia Corporation and Nokia Inc.:

Marsha E. Mullin, Esq.
ALSTON & BIRD LLP
333 South Hope Street, 16th Floor
Los Angeles, CA 90071

() Via Hand Delivery
(☒) Via Express Delivery
() Via First Class Mail
() Other: _____

On Behalf of Respondents Samsung Electronics America, Inc., Samsung Telecommunications America LLC and Samsung Electronics Co., Ltd.:

Stephen J. Rosenman, Esq.
ROPES & GRAY LLP
700 12th Street NW, Suite 900
Washington, DC 20005

() Via Hand Delivery
(☒) Via Express Delivery
() Via First Class Mail
() Other: _____