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 Xicor LLC

**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION**

18 GREENLIANT SYSTEMS, INC.  
 19  
 Plaintiff,  
 20  
 v.  
 21  
 XICOR LLC.  
 22  
 Defendant.

§ CASE NO. CV 11-00631 MHP  
 §  
 § **STIPULATED REQUEST TO**  
 § **DISMISS PLAINTIFF’S CLAIMS**  
 § **RELATED TO CLAIMS 1-11 OF**  
 § **U.S. PATENT NO. RE38,370 AND**  
 § **ENTER JUDGMENT ON CLAIMS**  
 § **12 & 13 OF US PATENT NO.**  
 § **RE38,370**

**[Civil Local Rule 7-12]**

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28 **STIPULATED REQUEST TO DISMISS CLAIMS 1-11 AND** CASE NO. CV 11-0631 MHP  
**ENTER JUDGMENT ON CLAIMS 12 & 13 OF U.S. PATENT**  
**NO. RE38,370**

1 Pursuant to Local Rule 7-12 of the United States District Court for the Northern District of  
2 California, Plaintiff Greenliant Systems, Inc. (“Greenliant”) and Defendant Xicor LLC (“Xicor”)  
3 stipulate and agree to dismiss Greenliant’s claims for declaratory relief related to claims 1-11 of  
4 U.S. Patent No. RE38,370 (the “’370 patent”) and that the Court’s Memorandum & Order entered  
5 on March 21, 2011 in *Silicon Storage Technology, Inc. v. Xicor LLC*, No. CV 10-1515 (Dkt. No.  
6 76) (the “March 21 Order”), granting Silicon Storage Technology, Inc.’s summary judgment  
7 motion should apply equally in this case.  
8

9 **STIPULATION**

10 WHEREAS, Greenliant filed this action on February 11, 2011 seeking a declaratory  
11 judgment of non-infringement and invalidity of all claims of the ’370 patent.

12 WHEREAS, on March 1, 2011, Greenliant agreed to be bound by the results of the cross-  
13 motions for summary judgment filed in *Silicon Storage Technology, Inc. v. Xicor LLC*, No. CV  
14 10-1515 regarding whether claims 12 and 13 of the ’370 patent were invalid under the rule against  
15 recapture.  
16

17 WHEREAS, on March 7, 2011, the Court in *Silicon Storage Technology, Inc. v. Xicor*  
18 *LLC*, No. CV 10-1515 held a hearing on the cross-motions for summary judgment.

19 WHEREAS, on March 21, 2011, the Honorable Judge Patel entered summary judgment  
20 that claims 12 and 13 of the ’370 patent were invalid under the rule against recapture in the March  
21 21 Order.  
22

23 WHEREAS, on June 1, 2011 Xicor covenanted as follows:

24 Xicor LLC (“Xicor”), on behalf of itself and any successors-in-  
25 interest to U.S. Patent No. RE38,370 (the “’370 patent”),  
26 unconditionally covenants not to sue Greenliant Systems Inc.,  
27 (“Greenliant”), or its successors-in-interest, for infringement of  
28 claims 1-11 of the ’370 patent based on Greenliant’s past, present,  
and future manufacture, having manufactured, importation, use, sale  
and/or offer for sale of any product or process of Greenliant that

1 exists on or before the date of this covenant. Further, the foregoing  
2 covenant not to sue on claims 1-11 of the '370 patent extends to any  
3 past, present, and future distributors, customers, suppliers, and  
4 manufacturers of any product or process that was manufactured,  
5 having manufactured, used, sold, offered for sale, or imported by  
6 Greenliant on or before the date of this covenant, but only to the  
7 extent that: (a) such suit is based on the making, use, distribution,  
8 sale or offer to sale of a Greenliant product or process that exists on  
9 or before this covenant was made, or (b) such suit is based on a  
10 combination of a current Greenliant product or process and one or  
11 more non-Greenliant products or process, such that a combination  
12 would not constitute direct or indirect infringement of the '370  
13 patent absent the Greenliant product or process. This covenant also  
14 extends to Greenliant Systems, Ltd. and its subsidiaries and their  
15 past, present, and future customers, but only to the extent of their  
16 involvement, if any, in the manufacture, having manufactured,  
17 importation, use, sale, and/or offer for sale of a currently existing  
18 Greenliant product or process. This covenant shall automatically  
19 bind all successors to and any future assignees of the '370 patent.

20 WHEREAS, the parties agree that, because of Xicor's covenant not to sue Greenliant on  
21 claims 1-11, no substantial controversy currently exists between the parties regarding claims 1-11  
22 of the '370 patent.

23 IT IS THEREFORE STIPULATED BY AND AMONG THE PARTIES THROUGH  
24 THEIR RESPECTIVE COUNSEL AS FOLLOWS:

25 The Court should dismiss Greenliant Systems, Inc.'s claims for declaratory judgment relief  
26 of noninfringement and invalidity that relate to claims 1-11 of the '370 patent.

27 Because the parties agreed to be bound by the results of the cross-motions for summary  
28 judgment filed in *Silicon Storage Technology, Inc. v. Xicor LLC*, No. CV 10-1515, on that basis,  
the parties stipulate that the March 21 Order applies equally in this case and should be entered  
herein.

Accordingly, entry of the March 21 Order in this case resolves Greenliant System, Inc.'s  
claims for declaratory judgment relief of noninfringement and invalidity of claims 12 and 13 of

1 the '370 patent. As such, the parties agree that the Court may proceed to enter final judgment in  
2 this case.

3 Xicor LLC expressly reserves, and by this stipulation does not in any respect waive, the  
4 right to file an appeal from any judgment entered in this matter. Xicor specifically reserves all  
5 rights to contest on appeal any and all factual or legal findings of the Court's March 21 Order, and  
6 to urge or contest on appeal any basis for reversal of the March 21 Order. Greenliant expressly  
7 reserves all rights to argue on appeal any basis for dismissal of the appeal and affirmance of the  
8 March 21 Order.  
9

10 To the extent that SST moves to intervene in this case either before entry of judgment or  
11 after appeal, Greenliant by making this stipulation does not waive any right it may have to support  
12 such intervention.  
13

14 Respectfully submitted by:

15 **SHORE CHAN BRAGALONE DEPUMPO LLP**

**DLA PIPER LLP (US)**

16 /s/ Jeffrey R. Bragalone

/s/ Ronald L. Yin

17 Jeffrey R. Bragalone  
18 Attorneys for Defendant  
19 Xicor LLC

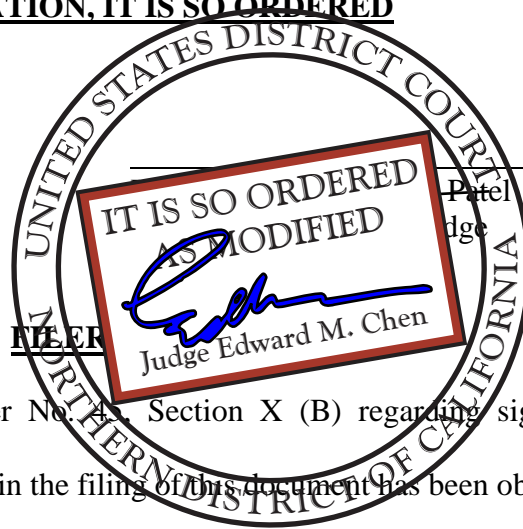
Ronald L. Yin  
Attorneys for Plaintiff  
Greenliant Systems, Inc.

20 Date: June 6, 2011

Date: June 6, 2011

1 **PURSUANT TO THE STIPULATION, IT IS SO ORDERED**

2  
3 June 22, 2011



4 \_\_\_\_\_  
5 Patel Edward M. Chen

6 **FILED**

7 Pursuant to General Order No. 43, Section X (B) regarding signatures, I, Jeffrey R.  
8 Bragalone, attest that concurrence in the filing of this document has been obtained.

9  
10 By: /s/ Jeffrey R. Bragalone  
11 Jeffrey R. Bragalone