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Attorneys for Defendant BROADVISION, INC.

17 **IN THE UNITED STATES DISTRICT COURT**  
18 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
19 **SAN FRANCISCO DIVISION**

20 BASCOM RESEARCH, LLC,  
21 Plaintiff,  
22 v.  
23 BROADVISION, INC.,  
24 Defendant.

Case No.: 12-cv-06297-SI

**STIPULATION FOR DISMISSAL AND  
[PROPOSED] ORDER**

1 Plaintiff Bascom Research, LLC (“Bascom”) and Defendant BroadVision, Inc.  
2 (“BroadVision”), pursuant to Fed. R. Civ. P. 41(a)(2) and (c), hereby stipulate for an order that:

- 3
- 4 1. Any and all claims of Plaintiff Bascom Research, LLC are dismissed WITH PREJUDICE.
  - 5 2. Defendant BroadVision, Inc.’s counterclaims are dismissed without prejudice, and such  
6 counterclaims may only be asserted in response to a complaint asserting infringement of  
7 United States Patent Nos. 7,111,232, 7,139,974 and 7,158,971 (the “asserted patents”).  
8 BroadVision shall not file any declaratory judgment action concerning the asserted patents  
9 unless BroadVision is accused of infringing any of the asserted patents or threatened with a  
10 lawsuit concerning any of the asserted patents.
  - 11 3. The parties further stipulate that, pursuant to the terms of an agreement between the parties,  
12 each party agrees to bear its own costs, expenses and attorneys' fees. The Clerk shall close  
13 this file.  
14

15  
16 IT IS SO STIPULATED.

17  
18 DATED: April 22, 2013

By: /s/ Lisa Kobialka

Lisa Kobialka  
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23  
24 *Attorneys for Plaintiff* BASCOM RESEARCH, LLC

25  
26 DATED: April 22, 2013

By: /s/ Jon W. Gurka

Jon W. Gurka  
Reza Mirzaie

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**ATTESTATION**

1  
2 I, Lisa Kobialka, am the ECF User whose ID and password are being used to file this  
3 Stipulation for Dismissal and [Proposed] Order. In compliance with Local Rule 5-1(i)(3), I hereby  
4 attest that the concurrence of the filing of this document has been obtained from Jon W. Gurka,  
5 counsel for Defendant Broadvision, Inc.  
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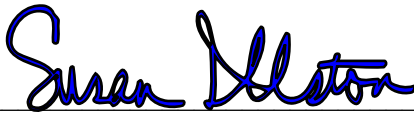
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**[PROPOSED] ORDER**

In consideration of the Stipulated Dismissal filed by Plaintiff Bascom Research, LLC (“Bascom”) and Defendant BroadVision, Inc. (“BroadVision”), the Stipulated Dismissal is GRANTED, and it is ORDERED that:

1. Any and all claims of Plaintiff Bascom Research, LLC are dismissed with prejudice.
2. Defendant BroadVision, Inc.’s counterclaims are dismissed without prejudice, and such counterclaims may only be asserted in response to a complaint asserting infringement of United States Patent Nos. 7,111,232, 7,139,974 and 7,158,971 (the “asserted patents”). BroadVision shall not file any declaratory judgment action concerning the asserted patents unless BroadVision is accused of infringing any of the asserted patents or threatened with a lawsuit concerning any of the asserted patents.
3. The parties further stipulate that, pursuant to the terms of an agreement between the parties, each party agrees to bear its own costs, expenses and attorneys' fees.
4. The Clerk shall close this file.

Dated: 4/23/13

  
\_\_\_\_\_  
THE HONORABLE SUSAN ILLSTON  
United States District Court Judge