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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

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

Plaintiffs,

vs.

KYOCERA COMMUNICATIONS, INC.,

Defendants.

Case No. 12-cv-03860-YGR

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

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

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

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

Dated: September 13, 2013

Honorable Yvonne Gonzalez Rogers
United States Magistrate Judge