

PUBLIC VERSION

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

In the Matter of

**CERTAIN TONER CARTRIDGES AND
COMPONENTS THEREOF**

Inv. No. 337-TA-740

**Order 11: INITIAL DETERMINATION Terminating The
Investigation As To Print-Rite Based On Settlement Agreement**

Complainant Lexmark International, Inc. (“Lexmark”) and respondent Print-Rite Holdings Ltd. (“Print-Rite”), pursuant to 19 C.F.R. § 210.21, jointly move to terminate the investigation as to Print-Rite based on its having entered into a Settlement Agreement that resolves all of Lexmark’s claims asserted in this proceeding against it. (Motion No. 740-5). A copy of their settlement agreement is attached to the joint motion.¹ The Commission Investigative Staff (“Staff”) supports the motion.

Commission Rule 210.21(b)(1) provides in part that, “An investigation before the Commission may be terminated as to one or more respondents pursuant to Section 337(c) of the Tariff Act of 1930 on the basis of a licensing or other settlement agreement.”

¹ In satisfaction of the Commission’s Rules of Practice and Procedure, movants provided public, redacted confidential, and unredacted confidential versions of their settlement agreement. *See* 19 C.F.R. § 210.21(b)(1) (public versions required for certain filings). The redacted confidential version of the settlement agreement removes the financial terms of the settlement agreement because Lexmark asserts that disclosure of such terms “would be prejudicial to Lexmark and would give non-settling Respondents an unfair bargaining advantage.” Mem. at 2. Copies of the public, redacted confidential, and unredacted confidential versions of the settlement agreement are attached to the respective public and confidential versions of this initial determination. *See* 19 C.F.R. § 210.21(b)(2) (certain documents must be certified with an initial determination terminating an investigation in whole or in part).

19 C.F.R. § 210.21(b)(1). The Commission has stated that “in the absence of extraordinary circumstances, termination of the investigation will be readily granted to a complainant during the prehearing stage of an investigation.” *Certain Transport Vehicle Tires*, Inv. No. 337-TA-390, Order No. 17 (unreviewed initial determination) at 4-5 (January 30, 1997) (Public Version February 12, 1997) (quoting *Certain Ultrafiltration Membrane Sys. and Components Thereof, Including Ultra Membranes*, Inv. No. 337-TA-107, Commission Action and Order at 2 (Mar. 11, 1982)). Furthermore, public policy supports termination to conserve public and private resources. *Certain Semiconductor Light Emitting Devices*, Inv. No. 337-TA-444, Order No. 7 (Jun. 27, 2001).

Movants assert that “[b]ecause the parties have reached a Settlement Agreement resolving the claims Lexmark has asserted against Print-Rite in the matter, there no longer exists a basis on which to continue this investigation with regard to Print-Rite.” Mem. at 2.

This motion comports with Commission Rules and is in the interest of public policy. This motion is filed well in advance of the hearing, which is scheduled to begin on August 15, 2011. This motion also reduces the number of issues to be decided as it terminates the investigation as to one of the private parties, and in turn conserves important private and judicial resources. Pursuant to Commission Rule 210.21(a)(1), Movants state that “[t]here are no other agreements, written or oral, express or implied, between Lexmark and Print-Rite concerning the subject matter of this investigation. Mem. at 2.

Accordingly, it is the INITIAL DETERMINATION of the undersigned that Motion No. 740-5 is granted. This investigation is terminated as to Print-Rite.

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 contained herein.

So Ordered.

A handwritten signature in cursive script, reading "Carl C. Charneski".

Carl C. Charneski
Administrative Law Judge

Issued: December 23, 2010

CERTAIN TONER CARTRIDGES AND COMPONENTS THEREOF

INV. NO. 337-TA-740

PUBLIC CERTIFICATE OF SERVICE

I, Marilyn R. Abbott, hereby certify that the attached **INITIAL DETERMINATION** has been served by hand upon the Commission Investigative Attorney Rett Snotherly, Esq., and the following parties as indicated, on December 23, 2010.



Marilyn R. Abbott, Secretary
U.S. International Trade Commission
500 E Street, SW, Room 112A
Washington, D.C. 20436

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CERTAIN TONER CARTRIDGES AND COMPONENTS THEREOF

INV. NO. 337-TA-740

**FOR RESPONDENTS: DIRECT BILLING
INTERNATIONAL INCORP.; OFFICESUPPLY
OUTFITTERS.COM.; ACECOM, INC. d/b/a INKSELL.COM;
d/b/a Ink TECHNOLOGIES LLC; CHUNG PAL SHIN d/b/a
INK MASTER; IJSS, INC. d/b/a TONERZONE.COM INC.
AND INKJET SUPERSTORE; ACM TECHNOLOGIES, INC.;
AND NINESTAR IMAGE CO. LTD., NINESTAR IMAGE
INT'L LTD, SEINE IMAGE INTERNATIONAL CO., LTD,
NINESTAR TECHNOLOGY CO., LTD. ZIPPRINT IMAGE
CORP.; QUALITY CARTRIDGE INC. AND NANO PACIFIC
CORP.:**

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**FOR RESPONDENT INK TECHNOLOGIES PRINTER
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CERTAIN TONER CARTRIDGES AND COMPONENTS THEREOF

INV. NO. 337-TA-740

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E-TONER MART, INC. AND ALPHA IMAGE TECH

1718 Potero Ave., Suite #A
South El Monte, CA 91733

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JAHWA ELECTRONICS CO., LTD.:

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HUIZHOU JAHWA ELECTRONICS CO., LTD.:

No. 10 JiangJun Rd, ZhouTian Village
Quichang Town, Huiyang District, Huizhou
Guangdong Province, China

- ☐ Via Hand Delivery
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LASER TONER TECHNOLOGIES, INC.:

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Atlanta, GA 30336

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CERTAIN TONER CARTRIDGES AND COMPONENTS THEREOF

INV. NO. 337-TA-740

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PUBLIC VERSION

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, DC**

**Before the Honorable Carl C. Charneski
Administrative Law Judge**

In the Matter of

**CERTAIN TONER CARTRIDGES
AND COMPONENTS THEREOF**

Inv. No. 337-TA-740

**JOINT MOTION TO TERMINATE INVESTIGATION AS TO RESPONDENT
PRINT-RITE HOLDINGS LTD. BASED ON SETTLEMENT AGREEMENT**

Pursuant to 19 C.F.R. § 210.21, Complainant Lexmark International, Inc. ("Lexmark") and Respondent Print-Rite Holdings Ltd. ("Print-Rite") jointly move to terminate the above-captioned investigation as to Print-Rite based on its having entered into a Settlement Agreement that resolves all of Lexmark's claims asserted in this proceeding against it. The Settlement Agreement includes confidential business information ("CBI") within the meaning of 19 C.F.R. § 201.6. Lexmark and Print-Rite, therefore, request that it be treated as CBI under Order No. 1 ("Protective Order") in this investigation.

Per 19 C.F.R. § 210.21(b)(1), attached hereto are confidential and public versions of the Settlement Agreement. In light of Lexmark's ongoing efforts to negotiate settlement agreements with other Respondents, however, Lexmark and Print-Rite submit respectfully that any disclosure of the financial terms of this Settlement Agreement would be prejudicial to Lexmark and would give non-settling Respondents an unfair bargaining advantage. Undercutting the effectiveness of settlement negotiations would not only harm Lexmark, it would also negatively impact the public interest in promoting settlement and streamlining investigations. Accordingly, in conjunction with this motion, Lexmark and Print-Rite are serving the Administrative Law Judge and the Commission Investigative Staff with an unredacted version of the confidential

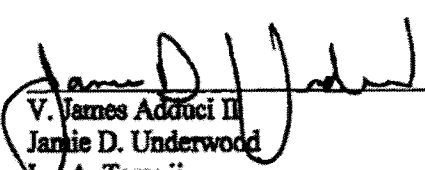
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Settlement Agreement, but are serving counsel for Respondents who have signed onto the Protective Order with a version of the confidential Settlement Agreement in which certain limited financial terms are redacted.

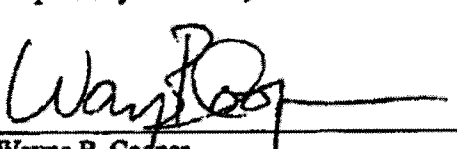
For the reasons set forth more fully in the attached supporting memorandum, which is incorporated herein by reference, Lexmark and Print-Rite request that the present motion be granted, and that the investigation be terminated as to Print-Rite.

Dated: December 2, 2010

Respectfully submitted,



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Ian A. Taronji
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*Counsel for Complainant
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LEX702610

PUBLIC VERSION

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, DC

Before the Honorable Carl C. Charneski
Administrative Law Judge

In the Matter of

CERTAIN TONER CARTRIDGES
AND COMPONENTS THEREOF

Inv. No. 337-TA-740

**MEMORANDUM IN SUPPORT OF JOINT MOTION TO
TERMINATE INVESTIGATION AS TO RESPONDENT
PRINT-RITE HOLDINGS LTD. BASED ON SETTLEMENT AGREEMENT**

Complainant Lexmark International, Inc. ("Lexmark") and Respondent Print-Rite Holdings Ltd. ("Print-Rite") submit this memorandum in support of their joint motion to terminate the above-captioned investigation before the U.S. International Trade Commission ("Commission") as to Print-Rite based on its having entered into a Settlement Agreement that resolves all of Lexmark's claims asserted in this proceeding against it.

"An investigation before the Commission may be terminated as to one or more respondents pursuant to Section 337(c) of the Tariff Act of 1930 on the basis of a licensing or other settlement agreement." 19 C.F.R. § 210.21(b)(1). Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private parties. *See, e.g., Certain Buffer Sys. & Components Thereof Used in Container Processing Lines*, Inv. No. 337-TA-609, Order No. 8, 2007 WL 3317959, at *3 (Sept. 27, 2007); *Certain Wireless Commc'n Equip., Articles Therein, & Prods. Containing the Same*, Inv. No. 337-TA-577, Order No. 59, 2007 WL 2677444, at *2 (Aug. 9, 2007). Granting the present motion to terminate in this investigation will not adversely affect the public interest.

The Settlement Agreement includes confidential business information ("CBI") within the meaning of 19 C.F.R. § 201.6. Lexmark and Print-Rite, therefore, request that it be treated as

CBI under Order No. 1 ("Protective Order") in this investigation. Per 19 C.F.R. § 210.21(b)(1), attached hereto are confidential and public versions of the Settlement Agreement, executed on November 3, 2010, by authorized representatives of Lexmark and Print-Rite. The Settlement Agreement suspends any and all prior agreements and discussions between the parties thereto and represents the entire agreement between Lexmark and Print-Rite. There are no other agreements, written or oral, express or implied, between Lexmark and Print-Rite concerning the subject matter of this investigation. Because the parties have reached a Settlement Agreement resolving the claims Lexmark has asserted against Print-Rite in the matter, there no longer exists a basis on which to continue this investigation with regard to Print-Rite.

In light of Lexmark's ongoing efforts to negotiate settlement agreements with other Respondents, Lexmark and Print-Rite submit respectfully that any disclosure of the financial terms of this Settlement Agreement would be prejudicial to Lexmark and would give non-settling Respondents an unfair bargaining advantage. Such information has been protected from disclosure in other investigations. *See, e.g., Certain Mach. Vision Software, Mach. Vision Sys., & Prods. Containing Same*, Inv. No. 337-TA-680, Order No. 66, 2010 WL 2147038, at *2, 4 (May 26, 2010) (granting motion to terminate where complainant redacted financial terms from confidential version of settlement agreement); *Certain Variable Speed Wind Turbines & Components Thereof*, Inv. No. 337-TA-641, Order No. 14, 2008 WL 4726441, at *2 (Oct. 15, 2008) (holding that disclosure of financial terms of settlement could be harmful to complainant and unfairly advantage respondents); *Certain Silicon Microphone Packages & Prods. Containing the Same*, Inv. No. 337-TA-629, Order No. 9, 2008 WL 4234550, at *5 (May 22, 2008) (denying disclosure of financial terms of agreements, reasoning that "the public interest favors settlement to avoid needless litigation and to conserve public and private resources");

Certain Semiconductor Integrated Circuits Using Tungsten Metallization & Prods. Containing Same, Inv. No. 337-TA-648, Order No. 30, 2008 WL 5373662, at *1 (Dec. 23, 2008) (granting request to prevent disclosure to non-settling respondents of unredacted version of settlement agreement between complainants and respondent).

In order to comply with 19 C.F.R. § 210.21 and, at the same time, manage the above-described concerns, Lexmark and Print-Rite are serving the Administrative Law Judge ("ALJ") and the Commission Investigative Staff ("Staff") with an unredacted version of the confidential Settlement Agreement (as disclosing the financial terms thereof to the ALJ and the Staff will not result in the same prejudice that such disclosure to non-settling Respondents would generate). Lexmark and Print-Rite, however, are serving counsel for Respondents who have signed onto the Protective Order with a version of the confidential Settlement Agreement in which certain limited financial terms are redacted.

There is no legitimate need for non-settling Respondents to have access to the limited financial information that Lexmark and Print-Rite have redacted from the Settlement Agreement between them. As discussed above, however, such disclosure would undercut the effectiveness of settlement negotiations, which would not only harm Lexmark, but also negatively impact the public interest in promoting settlement and streamlining investigations. *See, e.g., Buffer Sys.*, 2007 WL 3317959, at *3; *Wireless Commc'n Equip.*, 2007 WL 2677444, at *2.

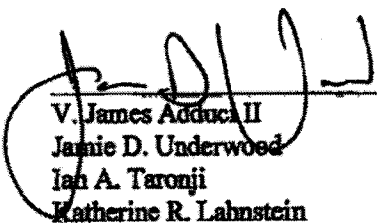
Having fulfilled the requirements of 19 C.F.R. § 210.21, and there being no public

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interest concerns, Lexmark and Print-Rite request that the ALJ issue an initial determination terminating this investigation in its entirety as to Print-Rite.

Dated: December 2, 2010

Respectfully submitted,



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*Counsel for Complainant
Lexmark International, Inc.*

LEX702610-MISO

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EXHIBIT A

**UNREDACTED VERSION OF
CONFIDENTIAL SETTLEMENT AGREEMENT
BETWEEN LEXMARK AND PRINT-RITE**

FILED WITH/SERVED ON

USITC DOCKET SERVICES

ADMINISTRATIVE LAW JUDGE

COMMISSION INVESTIGATIVE STAFF

***SHADING CONTAINED HEREIN DENOTES INFORMATION REDACTED FROM THE REDACTED CONFIDENTIAL VERSION OF THE SETTLEMENT AGREEMENT (ATTACHED AS EXHIBIT B).**

****BRACKETS CONTAINED HEREIN DENOTE INFORMATION REDACTED FROM THE PUBLIC VERSION OF THE SETTLEMENT AGREEMENT (ATTACHED AS EXHIBIT C).**

EXHIBIT A HAS BEEN INTENTIONALLY OMITTED

PUBLIC VERSION

EXHIBIT B

**REDACTED VERSION OF
CONFIDENTIAL SETTLEMENT AGREEMENT
BETWEEN LEXMARK AND PRINT-RITE**

FILED WITH/SERVED ON

USITC DOCKET SERVICES

ADMINISTRATIVE LAW JUDGE

COMMISSION INVESTIGATIVE STAFF

COUNSEL OF RECORD WHO HAVE SIGNED PROTECTIVE ORDER

***BRACKETS CONTAINED HEREIN DENOTE INFORMATION
REDACTED FROM THE PUBLIC VERSION OF THE SETTLEMENT
AGREEMENT (ATTACHED AS EXHIBIT C).**

EXHIBIT B HAS BEEN INTENTIONALLY OMITTED

EXHIBIT C

**PUBLIC VERSION OF
SETTLEMENT AGREEMENT
BETWEEN LEXMARK AND PRINT-RITE**

FILED WITH/SERVED ON

USITC DOCKET SERVICES

ADMINISTRATIVE LAW JUDGE

COMMISSION INVESTIGATIVE STAFF

COUNSEL OF RECORD WHO HAVE SIGNED PROTECTIVE ORDER

**RESPONDENTS (OR THEIR DESIGNATED REPRESENTATIVES) FOR
WHICH ATTORNEY APPEARANCES HAVE NOT BEEN ENTERED**

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SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 3rd day of November 2010 by and between Print-Rite Holdings Limited, a Hong Kong corporation having a principal place of business at Unit 8, 10F, Block A, MP Industrial Centre, No. 18 Ka Yip Street, Chai Wan, Hong Kong (hereinafter "Print-Rite Holdings"), Union Technology Int'l (M.C.O.) Co. Ltd., a Macao corporation having a principal place of business at 14H, Nam Kwong Building, 223-225 Avenida Dr. Rodrigo Rodrigues, Macao (hereinafter "Utec"), and Lexmark International, Inc., a Delaware corporation having a principal place of business at One Lexmark Centre Drive, 740 West New Circle Road, Lexington, KY (hereinafter "Lexmark").

Recitals

WHEREAS, Lexmark is in the business of developing, manufacturing and selling laser printers and toner cartridges, which includes toner cartridges for Lexmark's T420; T520/522; T610/612/614/616; T620/622; T630/632/634; T640/642/644; E120; E220; E230/232/234/238/240; E320/322; E321/323; E330/332; E340/342; and E250/350/352/450 laser printers ("Lexmark Toner Cartridges");

WHEREAS, Lexmark is the owner of U.S. Patent Nos. 5,337,032; 5,634,169; 5,758,233; 5,768,661; 5,802,432; 5,875,378; 6,009,291; 6,078,771; 6,397,015; 6,459,876; 6,816,692; 6,871,031; 7,139,510; 7,305,204 (the "Lexmark ITC Patents");

WHEREAS, Lexmark is also the owner of U.S. Patent Nos. 5,758,231; 5,995,772; 6,487,383; 6,496,662; 6,678,489; 6,879,792; and 7,233,760 (the "Lexmark DCT Patents");

WHEREAS, Lexmark is the owner of Foreign Counterpart Patents related to the Lexmark ITC Patents and/or Lexmark DCT Patents listed in Exhibit 3; (the Lexmark ITC Patents, the Lexmark DCT Patents, and the Foreign Counterpart Patents are referenced collectively herein as "the Lexmark Patents");

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WHEREAS, Print-Rite Holdings is a holding company certain of whose operating subsidiaries (including but not limited to Utec and Print-Rite Unicorn Image Products Co. Ltd., a People's Republic of China corporation ("Unicorn") that is not a party to either the ITC Action or the District Court Action, as defined below, but which as a subsidiary of Print-Rite Holdings is nonetheless understood to be subject to the Stipulated Permanent Injunction provided for herein), are in the business, among other things, of manufacturing, remanufacturing, and/or refilling toner cartridges for importation and sale in the United States and in foreign countries for use in Lexmark laser printers, including E230/232/234/238/240; E320/322; E321/323; and/or E250/350/352/450 laser printers; and Lexmark alleges that such compatible cartridges manufactured by Unicorn, and imported and sold in the United States by Utec, infringe one or more claims of the Lexmark ITC Patents and/or the Lexmark DTC Patents (the "Accused Cartridges");

WHEREAS, Lexmark, Print-Rite Holdings, Utec, and unnamed John Does are parties to a lawsuit filed in the United States District Court for the Southern District of Ohio, captioned *Lexmark International, Inc. v. Ink Technologies Printer Supplies, LLC et al.*, Civil Action No. 1:10-cv-00564-MRB (the "District Court Action") in which the Lexmark ITC Patents and the Lexmark DCT Patents have been asserted;

WHEREAS, Lexmark, Print-Rite Holdings, and Utec are parties to a complaint filed with the United States International Trade Commission captioned *In the Matter of Certain Toner Cartridges and Components Thereof*, Docket No. 2750 (the "ITC Action") in which the Lexmark ITC Patents have been asserted;

WHEREAS, Lexmark has alleged, *inter alia*, that Print-Rite Holdings, Utec, and unnamed John Does are, among other things, manufacturing, importing and/or selling after importation certain of the Accused Cartridges or components thereof into the United States that infringe or contribute to infringement of one or more of the Lexmark ITC Patents and Lexmark DCT Patents;

WHEREAS, Print-Rite Holdings and Utec have represented that Unicorn has manufactured, remanufactured, and/or refilled certain of the Accused Cartridges for importation and sale in the United States for use in Lexmark laser printers;

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WHEREAS, Lexmark as well as Print-Rite Holdings and Print-Rite Holdings Affiliates (as defined below), (collectively, "the Parties") desire to resolve all disputes relating to laser toner cartridges in the United States and foreign countries;

WHEREAS, for purposes of this Agreement and the Stipulated Permanent Injunction provided for hereinbelow, the Parties agree that "Print-Rite Holdings Affiliates" (or simply "Its Affiliates" when used in conjunction with Print-Rite Holdings), is defined as "the officers, directors, successors or assigns of Print-Rite Holdings, Ltd., together with any corporation or other business entity that directly or indirectly controls, is controlled by, or is under common control with Print-Rite Holdings, Ltd. including, but not limited to, Utec."

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and subject to the terms and conditions set forth below, the Parties, intending to be legally bound, hereby agree as follows:

1. Representations and Warrants

1.1. 

1.2. Print-Rite Holdings represents and warrants that Unicorn and Utec are the only entities related to Print-Rite Holdings that are involved with the manufacturing, remanufacturing refilling, importation into and/or sale after importation into the United States of Accused Cartridges.

1.3. 

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- 1.4. Utec represents and warrants, to the best of its knowledge and information, that there has been an active, domestic, toner-cartridge-remanufacturing business in the United States for many years, and that in the past three years there has been a dramatic shift in the remanufacturing business as overseas competition, primarily from China, has started to appear.
- 1.5. Utec represents and warrants that remanufacturing involves taking a used toner cartridge, cleaning out old toner, refilling it with new toner and replacing worn parts of the cartridge, and that remanufacturing may be further reduced by some companies to a simple process sometimes referred to as "drill and fill" because a remanufacturer need only make a hole in a used OEM cartridge (an "empty") in order to refill it with new toner. Utec represents and warrants that cartridges can undergo several cycles of use and remanufacturing before they are too worn and/or damaged for further remanufacturing and must be recycled.
- 1.6. Utec represents and warrants that, to the best of its knowledge and belief, when Lexmark cartridges are remanufactured by a third party, some of these features may be left exposed, while others may be covered with labels and/or are otherwise obscured, and Lexmark labels that were applied when the cartridge was sold new may not have been removed or may have been partially removed. Utec represents and warrants that it has been informed and believes some remanufacturers, excluding Unicom and Utec, may even scratch off the Lexmark patent numbers that were molded into the cartridge body.
- 1.7. Utec represents and warrants that another type of aftermarket replacement toner cartridges that is sold by third parties to work with Lexmark brand printers is constructed of 100% new materials, and that in the United States (and elsewhere) such cartridges, depending upon their individual characteristics, are often described and sold as "new mold," "compatible," or "clone" cartridges.
- 1.8. Utec represents and warrants that the leading trade show for printer aftermarket supplies is the ReChina Asia Expo held annually in Shanghai which Utec has been informed and believes attracts over 400 exhibitors and more than 10,000 visitors.

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- 1.9. Utec represents and warrants that the largest such show hosted in the United States is the Recharger WorldExpo held in Las Vegas each year. This show has shrunk over the last few years but there are typically around 100 exhibitors, about a third of which are from overseas. Utec represents and warrants that the Recharger WorldExpo in Las Vegas is now primarily a sourcing show for resellers in the United States looking for supplies of complete remanufactured, compatible, or clone cartridges, many of which are manufactured overseas.
- 1.10. Utec represents and warrants that Chinese entities remanufacturing and importing Lexmark cartridges require a supply of used Lexmark toner cartridges to remanufacture, and that because of the strong demand for used Lexmark cartridges it is necessary to source supplies of Lexmark "empties" on a global basis. Utec represents and warrants that it and other remanufacturers look to obtain Lexmark empties from numerous countries in Asia, Europe and South America.
- 1.11. Utec represents and warrants that remanufacturing a toner cartridge generally involves cleaning it, removing remaining toner and emptying the waste toner from the cartridge, if needed replacing the photoconductor drum, installing a new chip and filling the cartridge with toner. Any other worn parts, gears, etc. may also be replaced.
- 1.12. Utec represents and warrants that it has seen a significant increase in the amount of Chinese manufacturers involved in remanufacturing of Lexmark cartridges, and that, to the best of its knowledge and information, the increase in Chinese remanufacturing is attributed to the simple tools necessary to perform the minimal "drill and fill" remanufacturing process, the development of many sources of spare parts, and labor costs in China that are lower than those in numerous other countries, including the United States.
- 1.13. Utec represents and warrants that minimal remanufacturing can be achieved with simple hand tools and, to the best of Utec's knowledge and belief, this makes it easy for Chinese companies to take advantage of low labor costs. Utec represents and warrants that, to the best of its knowledge and information, for

someone interested in producing a low end finished product, screwdrivers, cutters and a heated tool for melting a hole in a cartridge body are more or less all that is required to get started in the remanufacturing business. Utec represents and warrants that a more sophisticated operation might use a vacuum to suck old toner out of the cartridge, and use a hopper to facilitate feeding of new toner into the cartridge toner body, and that still more sophisticated operations such as Unicorn's use yet more advanced processes, equipment, and technology, all of which raise the quality and cost of the finished product substantially above those of the types of remanufacturers described above.

- 1.14. Utec represents and warrants that in addition to labor and tools, it is necessary to purchase replacement toner and, for companies that perform more complete remanufacturing, spare parts; then, with the addition of some basic packaging the remanufactured product is ready for export and sale.
- 1.15. Utec represents and warrants that there are a large number of printer industry suppliers from which remanufacturing operations in China and elsewhere can obtain components.
- 1.16. Utec represents and warrants that, to the best of its knowledge and information, it can also be quite easy for a remanufacturing operation to start from scratch or expand from making one cartridge type to several different product lines, because detailed instructions on how to remanufacture Lexmark (and other OEM) cartridges are available for free on the Internet. For example, Recharger Magazine, which is the sponsor of the Recharger World Expo trade shows publishes step by step instructions on its website (Recharger Magazine articles older than six months are free to access).
- 1.17. Utec represents and warrants that, to the best of its knowledge and information, the tools and technology necessary to manufacture clone cartridges are not significantly more sophisticated than the basic set up required to remanufacture cartridges. The main difference is that clone cartridges require all new parts, including new molded parts such as cartridge bodies, which duplicate those of the OEM cartridge.

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- 1.18. Utec represents and warrants that there are very low barriers to entry into certain low-end segments of the printer supplies aftermarket.
- 1.19. Utec represents and warrants that, to the best of its knowledge and information, the overwhelming majority of such low-end operators are small to medium size companies that could presumably disappear and reemerge as new entities in a very short period of time, if they chose to do so.
- 1.20. Utec represents and warrants that, to the best of its knowledge and information, it is possible for companies to sell remanufactured, compatible, or clone cartridges over the Internet without an elaborate infrastructure, instead utilizing simply a website and a logistics provider. This is a very inexpensive, but potentially lucrative, enterprise, and one which has become commonplace in numerous other industries too such as, for example, photographic equipment and consumer audio products.
- 1.21. Utec is informed and believes that companies remanufacturing products can obscure their identities by using different freight forwarders, shipping routes and "doing business as" (DBA's) entities.
- 1.22. Print-Rite Holdings represents and warrants that it has the right to make all warranties and representations set forth in this Agreement and that the person executing this Agreement on its behalf has full authority, competence and power to bind it to this Agreement and all of the terms hereof on behalf of itself as well as on behalf of Print-Rite Holdings Affiliates.
- 1.23. Utec represents and warrants that it has the right to make all warranties and representations set forth in this Agreement and that the person executing this Agreement on its behalf has full authority, competence and power to bind it to this Agreement and all of the terms hereof.
- 1.24. Lexmark represents and warrants that the person executing this Agreement on its behalf has full authority, competence and power to bind it and its affiliates to this Agreement and all of the terms hereof.

1.25. Print-Rite Holdings on behalf of itself and its Affiliates represents and warrants that, contingent upon, and subject to, entry by the Court of the Stipulated Permanent Injunction provided for hereinbelow, no entity or person that is an Affiliate of any of them will directly or indirectly aid, assist or participate in any action contesting the validity and/or enforceability of any of the Lexmark Patents, except as required to comply with any discovery request or subpoena.

2. [REDACTED]

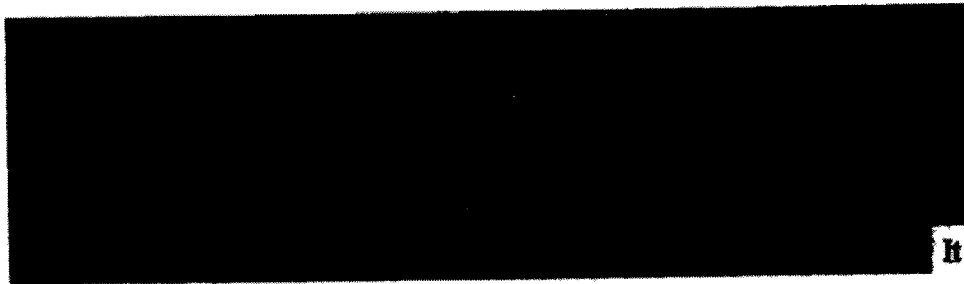
3. Disposition of Claims

3.1. Except as noted in Article 3.2, Print-Rite Holdings on behalf of itself and its Affiliates agree to cease permanently and forever desist from the (1) remanufacture, refilling, manufacture, selling, distributing, importing, and/or offering to sell the Accused Cartridges, or variants thereof that infringe Lexmark's Patents, in the United States or the countries in which Lexmark has its Foreign Counterpart Patents; and (2) otherwise committing any act of infringement with respect to Lexmark's Patents.

3.2. The Parties hereby acknowledge and confirm that nothing herein limits or shall be construed to limit in any way the activities of Print-Rite Holdings or Print-Rite Holdings Affiliates with respect to toner cartridges in which Lexmark's patent rights have been exhausted. The Parties further acknowledge and confirm that nothing herein limits or shall be construed to limit in any way Print-Rite Holdings' and Print-Rite Holdings Affiliates' activities with respect to any Lexmark Patents that have expired, lapsed, or are no longer enforceable.

3.3. [REDACTED]

the Parties will file in the District Court Action a Stipulated Permanent Injunction, Consent Judgment, and Dismissal With Prejudice in the form attached hereto as Exhibit 2. [REDACTED]



It is further an express condition of this Agreement that the Court enter the Stipulated Permanent Injunction, Consent Judgment, and Dismissal With Prejudice in the form of Exhibit 2 and permanently enjoin Print-Rite Holdings and Print-Rite Holdings Affiliates (including, but not limited to, Utec) with respect to Lexmark's Patents as set forth in Articles 3.1 and 3.2; otherwise, this Agreement is null and void.

3.4.

Lexmark and Print-Rite Holdings will file a Joint Motion to Terminate Print-Rite Holdings from the ITC Action in the form attached hereto as Exhibit 4.

3.5. Utec agrees to default and accept entry of a default judgment against it in the ITC Action.

3.6. Print-Rite Holdings on behalf of itself and its Affiliates collectively and individually hereby acknowledge and agree to the validity and enforceability of the Lexmark Patents, and that the accused activity recited in the ITC and District Court Actions constitute infringement of one or more claims in the Lexmark Patents.

3.7. The Parties will agree upon language to be used in a press release or other announcement accurately describing the resolution of this matter.

3.8. Utec will provide a witness for a deposition—in accordance with Paragraph 5(b) of Order No. 2 – “Issuance of Ground Rules,” which provides that “[a]ll testimony of expert witnesses and ‘disputed’ fact witnesses shall be live”—by a knowledgeable officer that attests to the representations and warrants set forth in Articles 1.1 to 1.25. Additionally, Utec's declarant will attest regarding his or her personal knowledge, if any such information is known, to (a) evidence of ease of

start-up of a new business capable of making Infringing Goods, e.g., short time frame for start up, requiring little equipment, where such tooling could be moved on a truck; (b) evidence it is easy to buy components used to manufacture Infringing Goods from other component manufacturers; (c) an established demand for Lexmark's patented cartridges in the U.S. market and, if known, conditions of the world market; and (d) the availability of marketing and distribution networks in the United States for potential foreign manufacturers. Lexmark agrees that it will not seek to or support a request to call a Utec, Print-Rite Holdings, or Print-Rite Holdings Affiliate witness to provide live testimony at a hearing or otherwise, except for the single deposition agreed to in this paragraph.

3.9. Utec, and Print-Rite Holdings on behalf of itself and its Affiliates, and their respective parents, divisions, successors and assigns, and the directors, officers, employees, and insurers or any of them, hereby release, waive, and discharge Lexmark, its parents, divisions, affiliates, successors and assigns, and its directors, officers, employees, and insurers or any of them from any and all claims, rights, demands, losses or causes of action, in law or in equity, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, against Lexmark or any of them, accruing on or before the date of this Agreement, including but not limited to any and all claims, rights, demands, losses or causes of action based upon, in consequence of, arising out of or relating to, either directly or indirectly, in whole or in part the ITC Action or the District Court Action, or any subjects or claims that were or could have been asserted in the ITC Action or the District Court Action.

3.10. Lexmark, on behalf of itself and its parents, divisions, affiliates, successors and assigns and its directors, officers, employees, and insurers or any of them, hereby release, waive, and discharge Print-Rite Holdings and Utec, and their respective parents, divisions, Affiliates, successors and assigns, and their directors, officers, employees, and insurers (all collectively the "Print-Rite Companies") or any of them from any and all claims, rights, demands, losses or causes of action, in law

or in equity, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, against the Print-Rite Companies or any of them, accruing on or before the date of this Agreement, including but not limited to any and all claims, rights, demands, losses or causes of action based upon, in consequence of, arising out of or relating to, either directly or indirectly, in whole or in part the ITC Action or the District Court Action or any subjects or claims that were or could have been asserted in the ITC Action or the District Court Action.

- 3.11. Upon written demand from Lexmark to Print-Rite Holdings or Print-Rite Holdings Affiliates that a customer purchased Accused Cartridges from Print-Rite Holdings or Its Affiliates and imported those Accused Cartridges into the United States or a country in which Lexmark has Foreign Counterpart Patents, Print-Rite Holdings and Its Affiliates agree to cease and desist sales of Accused Cartridges to that customer, or take other affirmative actions that prevent the customer from continuing to import the Accused Cartridges into the United States or a country in which Lexmark has Foreign Counterpart Patents. Any such demand shall be served in accordance with the notice provisions of Article 3.16 of this Agreement, and shall be accompanied by evidence sufficient to demonstrate the factual basis for Lexmark's demand.
- 3.12. The releases given by the Parties under this Agreement shall not apply to, nor be deemed to, release any rights or duties arising under this Agreement.
- 3.13. The Parties understand and acknowledge that the promises stated in this Agreement are a full, final and complete settlement of all claims of any kind, whether known or unknown, actual or potential, which any Party now has or at any time prior to the agreement may have had for any acts, omissions, or other conduct of any kind relating to Lexmark's Patents.
- 3.14. The Parties warrant, represent and agree that each of them executes this Agreement with full knowledge of any and all rights which it may have with respect to the controversies and allegations herein, comprised and with regard to the facts relating to said controversies and allegations.

3.15. The Parties acknowledge that they have been represented by counsel at all times and that no representation of fact or opinion has been made to them by any other party which in any manner has induced any of the parties to agree to this Agreement. Furthermore, the Parties acknowledge that they have reviewed, approved, and executed this Agreement in consultation with counsel and further represent that they have read and understand this Agreement and that they intend to be bound by each provision contained herein.

3.16. Any notice that must be given in accordance herein will be given by mailing it by first class mail and by faxing it to the parties at the following addresses:

To Lexmark International, Inc.

General Counsel
Lexmark International, Inc.
740 New Circle Road, NW
Lexington, KY 40550
Fax: 859-232-3128

To Print-Rite Holdings Ltd.

Managing Director
Unit 8, 10F, Block A
MP Industrial Centre
No. 18 Ka Yip Street
Chai Wan, Hong Kong

Also to its attorney:

Wayne Cooper
Attorney at Law
Thirty Oakland Avenue
San Anselmo, CA 94960
Fax: 415-482-0171

**To Union Technology International
(M.C.O.) Co. Ltd.:**

General Manager
14H, Nam Kwong Building
223-225 Avenida Dr. Rodrigo
Rodrigues, Macao

- 3.17. This Agreement may only be amended or modified by a written instrument executed by all of the Parties. Waiver by any Party of any breach of any provision of this Agreement shall not constitute a waiver of any other breach of that or any other provision of this Agreement.
- 3.18. This Agreement shall be binding upon and inure to the benefit of the Parties named and defined herein. The Parties acknowledge and represent that none of the claims released herein has been assigned or otherwise transferred to a third-party prior to the execution of this Agreement. Print-Rite Holdings agrees that it shall be deemed a breach of this Agreement for any Print-Rite Holdings Affiliate, or any of their officers, directors, or employees, to engage in action or conduct which if performed by Print-Rite Holdings or Utec would constitute a breach or violation of this Agreement or an act of infringement of any of the Lexmark Patents.
- 3.19. This Agreement, and the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, including but not limited to, any and all claims or contentions relating to the Action. Other than as stated herein, the Parties warrant and affirm that no representation, promise, or other inducement has been offered or made to induce either Party to enter into this Agreement, and that they are competent to execute this Agreement. This Agreement supersedes and replaces all negotiations, agreements and understandings between and among the Parties, whether written or oral. This Agreement may not be waived, repealed, altered or amended in whole or in part, except by a written instrument executed by authorized representatives of each Party.
- 3.20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 3.21. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be

affected thereby and shall be enforced to the full extent of the law. A court of competent jurisdiction is hereby authorized to rewrite or otherwise limit any unenforceable provision to the extent required to make such a provision enforceable.

3.22. This Agreement has been and shall be construed to have been drafted by all of the Parties so that the rule of construing ambiguities against the drafter shall have no force and/or effect.

3.23. The terms and contents of this Agreement, and the contents of the negotiations and discussions resulting in this Agreement shall be maintained as confidential by the Print-Rite Affiliates and their agents, representatives and attorneys, and shall not be disclosed to any third-parties other than their own personnel, professional advisors, and consultants, except to the extent required by federal or state law, by court order or subpoena except as provided in Articles 3.3, 3.4 and 3.7 of this Agreement.

3.24. This Agreement shall be construed under the laws of the Commonwealth of Kentucky excluding its conflict of law provisions. THE PARTIES AGREE THAT ANY AND ALL ACTIONS, SUITS OR OTHER LEGAL PROCEEDINGS, ARISING UNDER THIS AGREEMENT MAY BE BROUGHT AGAINST THE OTHER OR ITS EMPLOYEES OR AGENTS ONLY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO (OR A STATE COURT SITUATED WITHIN THAT DISTRICT IF THE FEDERAL COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION), AND THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH LEGAL PROCEEDING. THE PARTIES WAIVE ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH LEGAL PROCEEDING IN ANY SUCH COURT AND FURTHER AGREE THAT SUCH COURTS HAVE PERSONAL JURISDICTION OVER THEM, SOLELY WITH RESPECT TO THE ENFORCEMENT OF RIGHTS AND OBLIGATIONS ARISING OUT OF THIS AGREEMENT. In addition to any

other relief provided herein, the prevailing party in any action arising out of this Agreement shall be entitled to attorneys' fees and costs.

3.25. The United States District Court for the Southern District of Ohio shall retain jurisdiction over Print-Rite Holdings, Utec, and Print-Rite Holdings Affiliates to the extent necessary to enforce the terms of this Agreement and/or the Stipulated Permanent Injunction, Consent Judgment, and Dismissal With Prejudice.

3.26. This Agreement constitutes and is a compromise of disputed claims, and except as set forth in Section 3.6, shall not be deemed or construed, nor shall any Party represent it to be, an admission of liability by any Party.

LEXMARK INTERNATIONAL, INC.

By: 

Name: Robert J. Patton

Title: Vice President, General Counsel
and Secretary

PRINT-RITE HOLDINGS LTD.

By: 

Name: Arnald Ho

Title: Director

UNION TECHNOLOGY
INTERNATIONAL (M.C.O.) CO. LTD.

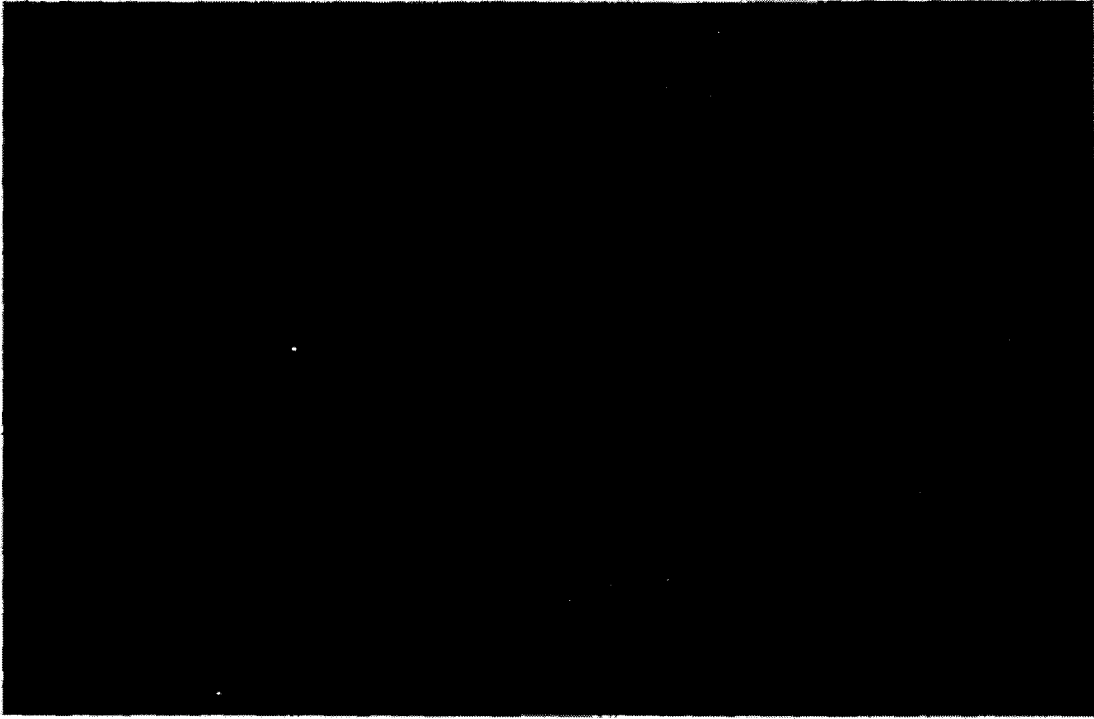
By: 

Name: Iris Ngo

Title: General Manager

PUBLIC VERSION

EXHIBIT 1



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
CASE NO. 1:10-cv-00564-MRB

LEXMARK INTERNATIONAL, INC.
Plaintiff

v.

INK TECHNOLOGIES PRINTER SUPPLIES, LLC
et al
Defendants

This matter is before the Court on the stipulated motion of Plaintiff, Lexmark International, Inc. ("Lexmark") and Defendants Print-Rite Holdings Ltd. ("Print-Rite Holdings") and Union Technology International (M.C.O.) Co. Ltd. ("Utec") for entry of Stipulated Permanent Injunction, Consent Judgment and Dismissal With Prejudice, and have agreed to a compromise and settlement of this action.

IT IS HEREBY FOUND, ORDERED, ADJUDGED WITH CONSENT OF THE PARTIES that:

1. Print-Rite Holdings is a holding company certain of whose operating Affiliates, as defined in paragraph 13 below are in the business, among other things, of manufacturing, remanufacturing, and/or refilling toner cartridges for importation and sale in the United States and in foreign countries for use in Lexmark laser printers, including E230/232/234/238/240; E320/322; E321/323; and/or E250/350/352/450 laser printers (the "Accused Cartridges).

2. Lexmark owns and has standing to sue for infringement of United States Patent Nos. 5,337,032; 5,634,169; 5,758,231; 5,758,233; 5,768,661;

EXHIBIT 2

5,802,432; 5,875,378; 5,995,772; 6,009,291; 6,078,771; 6,397,015; 6,459,876; 6,487,383; 6,496,662; 6,678,489; 6,816,692; 6,871,031; 6,879,792; 7,139,510; 7,233,760; and 7,305,204 (the "Lexmark Patents");

3. The Lexmark Patents are valid and enforceable against Print-Rite Holdings and its Affiliates.

4. Lexmark manufactures and sells toner cartridges for its printer lines, which include T420; T520/522; T610/612/614/616; T620/622; T630/632/634; T640/642/644; E120; E220; E230/232/234/238/240; E320/322; E321/323; E330/332; E340/342; and E250/350/352/450 laser printers ("Lexmark Toner Cartridges").

5. The following table identifies the patent claims of the Lexmark Patents that are satisfied literally by the Lexmark Toner Cartridges:

Patent	Lexmark Toner Cartridges					
	E120	E230/E240 E350/E450	E250 E350/E450	T520/T610 T620/T630/T640	E320/322	E321/323
5,802,432				1,5,6		
5,875,378				1-3,32-34, 36,42	32,36,42	32,36,42
5,995,772		1-16	1-16		1-16	1-16
6,009,291				1-4		
6,078,771				1,2,3,6		
6,397,015				1-3, 7-9		
6,459,876				1-3,12-14,24		
6,487,383				1-3,5,7-9, 12,14-18,20,21	14,15,22, 32-34	14,15,22, 32-34
6,496,662	1-2	1-2	1-2	1-2		
6,678,489	1,5,6,10, 12,13,15	1,5,6,10, 12,13,15	1,5,6,10, 12,13,15	1,2,5,6,10, 12,13,15		
6,816,692				1-4,7-12, 14-19,22-24	1,2,4, 9,17,19	1,2,4, 9,17,19
6,871,031				1-28		
6,879,792	1,2,6, 10,15,19	1,2,6, 10,15,19	1,2,6, 10,15,19	1,2,6,10, 11,15,19	19	19
7,139,510		1,3,5,7	1,3,5,7			

EXHIBIT 2

Patent	Lexmark Toner Cartridges					
	E230	E230/232 E230/E232	E238	E230/232/E238 E230/E232/E238	E250/232	E250/232/E250
E230/232/234/238/240		5-6	5-6			
	1-13	1-13	1-13			
		1-6, 8-12	1-6, 8-12			
		1-11	1-11			
		1-10	1-10			
	11, 12, 14	11, 12, 14	11, 12, 14			
		1-20	1-8, 10-13			

6. The use, remanufacture, offer to sell or sale by anyone other than Lexmark of any remanufactured Lexmark Toner Cartridges that were originally sold outside the United States constitutes an infringement the above-identified claims in the Lexmark Patents.

7. The Print-Rite Holdings Affiliates' importation and sale in the United States of (i) compatible cartridges suitable for use in Lexmark E230/232/234/238/240 and E250/350/352/450 model printers has been alleged by Lexmark to infringe at least the claims of the patents set forth in the table below; and (ii) remanufactured and/or refilled Lexmark E230/232/234/238/240 and E250/350/352/450 toner cartridges first sold outside of the United States infringe at least the claims of the patents set forth in the table below:

Patents in Suit	Print-Rite Group Toner Cartridges	
	E230/E232/E238/E234	E250/350/450
6,755,486	5, 6	5, 6
6,816,277	1-13	1-13
6,857,831	1-6, 8-12	1-6, 8-12
6,879,272	1-11	1-11
7,138,300	1-4, 6-9	1-4, 6-9
7,268,264	1-20	1-20

EXHIBIT 2

8. This Court permanently enjoins the Print-Rite Holdings and the Print-Rite Holdings Affiliates as well as those persons or companies in active concert or participation with any of the foregoing who receive actual notice of the order by personal service or otherwise from making, using, selling, offering for sale or importing into the United States Accused Cartridges that infringe any of the above-identified patent claims or are merely colorable changes of the Accused Cartridges.

9. Nothing herein limits or shall be construed to limit in any way Print-Rite Holdings or the Print-Rite Holdings Affiliates' activities with respect to toner cartridges in which Lexmark's patent rights have been exhausted. Further, nothing herein limits or shall be construed to limit in any way Print-Rite Holdings or the Print-Rite Holdings Affiliates' activities with respect to any Lexmark Patents that have expired, lapsed, or are no longer enforceable.

10. 

11. This Court retains jurisdiction over Lexmark, Print-Rite Holdings, and Print-Rite Holdings Affiliates to the extent necessary to enforce the terms of this Stipulated Permanent Injunction, Consent Judgment, and Dismissal With Prejudice

EXHIBIT 2

as well as Lexmark, Print-Rite Holdings, and Print-Rite Holdings Affiliates' Settlement Agreement, which is incorporated in its entirety herein by reference.

12. This Stipulated Permanent Injunction, Consent Judgment, and Dismissal With Prejudice shall be binding upon and shall inure to the benefit of Lexmark, Print-Rite Holdings, and Print-Rite Holdings Affiliates, as well as each of their respective successors and assigns.

13. For purposes of this Stipulated Permanent Injunction, "Affiliate" is defined, in the case of Print-Rite Holdings Affiliates, as "the officers, directors, successors or assigns of Print-Rite Holdings, Ltd., together with any corporation or other business entity that directly or indirectly controls, is controlled by, or is under common control with Print-Rite Holdings, Ltd. including, but not limited to, Utec."

14. Print-Rite Holdings represents and warrants that it has the right to make all warranties and representations set forth herein and that the person executing this Agreement on its behalf has full authority, competence and power to bind it to this Agreement and all of the terms hereof on behalf of itself as well as on behalf of Print-Rite Holdings Affiliates.

15. All claims between Lexmark, Print-Rite Holdings, and Print-Rite Holdings Affiliates (including Utec) are hereby dismissed with prejudice, with each party to bear its own costs and attorneys' fees.

LEXMARK INTERNATIONAL, INC.

EXHIBIT 2

PRINT-RITE HOLDINGS LTD.

**UNION TECHNOLOGY
INTERNATIONAL (M.C.O.) CO. LTD.**

Dated: _____

By: _____
United States District Court Judge

I. FOREIGN COUNTERPART PATENTS**A. U.S. Patent No. 5,337,832**

1. The foreign counterparts to the '032 Patent are as follows:

Country	Application No.	Patent No./ Publication No.
European	EP19930307270	EP0613063
France	EP19930307270	EP0613063
Germany	DE19936012675	DE69312675
Japan	JP19930262995	JP6274032
United Kingdom	EP19930307270	EP0613063

B. U.S. Patent No. 5,634,169

2. The foreign counterparts to the '169 Patent are as follows:

Country	Application No.	Patent No./ Publication No.
Austria	AT19970301007T	AT248389
Australia	AU19970012570	AU693732
Belgium	BE19970301107.7	BE0790536
Brazil	BR19970000989	BR9700989
Canada	CA19972197620	CA2197620
European	EP19970301007.7	EP0790536
European	EP20020027141	EP1291732
European	EP20050000154	EP1522904
Germany	DE19970301007T	DE790536
Germany	DE19976024305T	DE69724305
Germany	DE19976033700T	DE69733700
Germany	DE20020027141.7	DE1291732
Greece	GR19980300007T	GR98300007
India	IN85DEL97	IN229860
Ireland	IE19970301007.7	IE0790536
Italy	IT19970301007.7	IT0790536
Luxembourg	LU19970301007.7	LU0790536
Monaco	MC19970301007.7	MC0790536
Spain	ES19970301007T	ES2109910T (T1)
United Kingdom	GB19970301007.7	GB0790536
United Kingdom	GB2002027141.7	GB1291732

C. U.S. Patent Nos. 5,758,231

3. The foreign counterparts to the '231 Patent are as follows:

Country	Application No.	Patent No./Publication No.
Australia	AU19970048417	AU722825
Brazil	BR19970006426	BR9706426
Canada	CA19972225242	CA2225242
European	EP19970310421	EP0849641
France	FR1997310421.9	FR0849641
Germany	DE19970310421.9	DE0849641
Germany	DE19976020936T	DE69720936
Italy	IT1997310421.9	IT0849642
Japan	JP19970365819	JP10198152
Korea	KR1997-71120	KR460817
Mexico	MX19970010430	MX9710430
United Kingdom	GB1997310421.9	GB0849641

D. U.S. Patent No. 5,758,233

4. The foreign counterparts to the '233 Patent are as follows:

Country	Application No.	Patent No./Publication No.
Australia	AU19970048419	AU722655
Brazil	BR19970006419	BR9706419
Canada	CA19972225310	CA2225310
European	EP19970310435	EP0849643
France	FR973140310435	FR0849643
Germany	DE19976019705T	DE69719705
Germany	DE97310435.9	DE0849643
Italy	IT97310435.9	IT0849643
Japan	JP19970365818	JP10186821
Mexico	MX19970010426	MX9710426
Taiwan	TW19970119435	TW385378
United Kingdom	GB97310435.9	GB0849634

E. U.S. Patent No. 5,768,661

5. The foreign counterparts to the '661 Patent are as follows:

Country	Application No.	Patent No./Publication No.
Australia	AU19970048354	AU722538
Brazil	BR19970006402	BR9706402
Canada	CA19972225299	CA2225299

Country	Application No.	Patent No./ Publication No.
European	EP19970310436	EP19970310436
France	FR1997310436.7	FR0849647
Germany	DE19976027900T	DE69727900
Italy	IT1997310436.7	IT0849647
Japan	JP19970365814	JP10186819
Mexico	MX19970010329	MX19970010329
United Kingdom	GB1997310436.7	GB0849647

F. U.S. Patent No. 5,802,432

6. The foreign counterparts to the '432 Patent are as follows:

Country	Application No.	Patent No./ Publication No.
Australia	AU1997004841897	AU722848
Brazil	BR199700064556	BR97064556
Canada	CA19972225710	CA2225710
European	EP19970310440	EP864945
France	EP19970310440	EP864945
Germany	EP19970310440	DE69724929
Great Britain	EP19970310440	EP864945
Italy	EP19970310440	EP864945
Japan	JP19970365817	JP10221942(A)
Korea	10-1997-0074599	KR523153
Mexico	MX19970010429	MX9710429

G. U.S. Patent No. 5,875,378

7. The foreign counterparts to the '378 Patent are as follows:

Country	Application No.	Patent No./ Publication No.
Australia	AU19970048353	AU723165
Brazil	BR19970006427	BR9706427
Canada	CA19972225307	CA2225307
European	EP19970310428	EP0849642
Germany	DE19976020156T	DE69720156
India	IN3544DEL97	IN197351
Japan	JP19970365815	JP10198151
Mexico	MX19970010290	MX9710290
Singapore	SG19970004398	SG53132
Spain	ES19970310428T	ES2196271
Sweden	SE1997310428.4	SE0849642

H. U.S. Patent 5,995,772

8. The foreign counterparts to the '772 Patent are as follows:

Country	Application No.	Patent No./Publication No.
Australia	AU19970048298	AU728152
Canada	CA19972225021	
European	EP19970310218	EP0859290
Mexico	MX19970010288	MX9710288
Singapore	SG19970004443	SG68644

I. U.S. Patent No. 6,009,291

9. The foreign counterparts to the '291 Patent are as follows:

Country	Application No.	Patent No./Publication No.
China	CN19981015167	CN1204072 (A) CN1154024 (C)
European	EP19980304981	EP0903644
France	FR19980304981	FR0903644
Germany	DE19986021421T	DE19986021421T
Germany	DE19980304981	DE0903644
Japan	JP19980219552	JP11102097
Taiwan	TW19980110380	TW378285
United Kingdom	GB19980304981	GB0903644

J. U.S. Patent No. 6,078,771

10. The foreign counterparts to the '771 Patent are as follows:

Country	Application No.	Patent No./Publication No.
Australia	AU20000059516	AU771370
Brazil	BR20000004380	BR0004380
Canada	CA20002320384	CA2320384
China	CN20001028815	CN1290872
European	EP20000308117	EP1087266
Germany	DE20006026242T	DE60026242
Japan	JP20000289110	JP2001100518
Korea	KR20000055411	KR20010050553
Mexico	MX2000PA09291	MXPA00009291

Country	Application No.	Patent No./ Publication No.
Taiwan	TW20000119621	TW512260

K. U.S. Patent No. 6,397,015

11. The '015 Patent has no known foreign counterparts.

L. U.S. Patent No. 6,459,876

12. The foreign counterparts to the '876 Patent are as follows:

Country	Application No.	Patent No./ Publication No.
European	EP200207480193	
PCT	WO2002US20786	

M. U.S. Patent No. 6,487,383

13. The foreign counterparts to the '383 Patent are as follows:

Country	Application No.	Patent No./Publication No.
European	EP20020761981	EP1430365
PCT	WO2002US09079	WO02084409
Australia	AU20030238275	AU2003238275
European	EP2003073170	
PCT	WO2003US19208	WO2004001511

N. U.S. Patent No. 6,496,662

14. The foreign counterparts to the '662 Patent are as follows:

Country	Application No.	Patent No.
Australia	AU20030238275	AU2003238275
European	EP2003073170	EP1535117
PCT	WO2003US19208	WO2004001511

O. U.S. Patent No. 6,678,489

15. The '489 Patent has no known foreign counterparts.

P. U.S. Patent No. 6,816,692

16. The '692 Patent has no known foreign counterparts.

- Q. U.S. Patent No. 6,871,031
17. The '031 Patent has no known foreign counterparts.
- R. U.S. Patent No. 6,879,792
18. The '792 Patent has no known foreign counterparts.
- S. U.S. Patent No. 7,139,510
19. The '510 Patent has no known foreign counterparts.
- T. U.S. Patent No. 7,233,760
20. The '760 Patent has no known foreign counterparts.
- U. U.S. Patent No. 7,305,204
21. The '204 Patent has no known foreign counterparts.

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, DC

Before the Honorable Carl C. Charneski
Administrative Law Judge

In the Matter of

CERTAIN TONER CARTRIDGES
AND COMPONENTS THEREOF

Inv. No. 337-TA-740

**JOINT MOTION TO TERMINATE INVESTIGATION AS TO RESPONDENT
PRINT-RITE HOLDINGS LTD. BASED ON SETTLEMENT AGREEMENT**

Pursuant to Rules 210.21(a)(2) and 210.21(b)(1) of the U.S. International Trade Commission's ("Commission") Rules of Practice and Procedure, Complainant Lexmark International, Inc. ("Lexmark") and Respondent Print-Rite Holdings Ltd. ("Print-Rite") jointly move to terminate the above-captioned investigation as to Print-Rite based on its having entered into a settlement agreement that resolves all of Complainant's claims asserted in this proceeding against it.

The undersigned certify that they contacted the Commission Investigative Staff and counsel for the other non-settling Respondents on [INSERT], and advised them of this motion. [INSERT POSITION OF STAFF AND OTHER RESPONDENTS].

For the reasons set forth in the attached supporting Memorandum, which is incorporated by reference herein, the moving parties request that the motion be granted, and that the investigation be terminated as to Print-Rite.

Dated: November __, 2010

Respectfully submitted,

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PUBLIC VERSION

CERTIFICATE OF SERVICE

I hereby certify that a copy of foregoing **JOINT MOTION TO TERMINATE INVESTIGATION AS TO RESPONDENT PRINT-RITE HOLDINGS LTD. BASED ON SETTLEMENT AGREEMENT (CONFIDENTIAL)** was served to the parties as indicated below, this 2nd day of December 2010:

VIA HAND DELIVERY

The Honorable Marilyn R. Abbott
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