
IN THE
UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE PATENT TRIAL AND APPEAL BOARD

AMAZON.COM, INC., AMAZON WEB SERVICES, INC.,
AND AMAZON.COM SERVICES LLC,

Petitioner,

v.

ALMONDNET, INC. and INTENT IQ, LLC,

Patent Owner.

Patent No. 9,830,615

Issued: November 28, 2017

Inventor: Roy Shkedi

Title: ELECTRONIC AD DIRECTION THROUGH A COMPUTER
SYSTEM CONTROLLING AD SPACE ON MULTIPLE MEDIA
PROPERTIES BASED ON A VIEWER'S PREVIOUS WEBSITE VISIT

Inter Partes Review No. IPR2023-00384

**PETITION FOR INTER PARTES REVIEW
OF U.S. PATENT NO. 9,830,615 B2**

Mail Stop Patent Board
Patent Trial and Appeal Board
P.O. Box 1450
Alexandria, VA 22313-1450

December 22, 2022

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EXHIBIT LIST (37 C.F.R. § 42.63(e))

Exhibit	Description
1001	U.S. Patent No. 9,830,615 B2 to Roy Shkedi (filed November 23, 2016, issued November 28, 2017) (“’615” or “’615 patent”)
1002	Declaration of Christopher M. Schmandt (“Schmandt”)
1003	U.S. Patent No. 6,915,271 B1 to Carl Meyer et al. (filed March 5, 1999, issued July 5, 2005) (“Meyer”)
1004	Excerpts from Robbin Zeff & Brad Aronson, <i>Advertising on the Internet</i> (2d ed. 1999) (“Zeff”)
1005	U.S. Patent No. 7,251,628 B1 to Stefan B. Edlund et al. (filed October 13, 1999, issued July 31, 2007) (“Edlund”)
1006	U.S. Patent No. 5,835,896 to Alan S. Fisher et al. (filed March 29, 1996, issued November 10, 1998) (“Fisher”)
1007	Excerpts from Ed Tittel et al., <i>HTML 4 for Dummies</i> (2d ed. 1999) (“Tittel”)
1008	Excerpts from Robbin Zeff & Brad Aronson, <i>Advertising on the Internet</i> (1997) (“Zeff 1997”)
1009	Excerpts from Michael Miller, <i>Building Really Annoying Websites</i> (2001) (“Miller”)
1010	Excerpts from Benay Dara-Abrams et al., <i>Supporting Web Servers</i> (2001) (“Dara-Abrams”)
1011	Excerpts from Peter Fletcher et al., <i>Practical Web Traffic Analysis: Standard, Privacy, Techniques, Results</i> (2002) (“Fletcher”)
1012	Excerpts from <i>Microsoft Computer Dictionary</i> (5th ed. 2002)
1013	Prosecution history of the ’615 patent
1014	Declaration of Sylvia D. Hall-Ellis, Ph.D. (“Hall-Ellis”)
1015	Proof of Service of Complaint
1016	United States District Courts — National Judicial Caseload Profile

This Petition raises grounds of unpatentability identical to those in already-instituted IPR2022-01064 (the “Meta IPR”). This Petition neither adds to nor alters any arguments the Board has already considered, will not expand the instituted grounds, and is accompanied by a timely motion for joinder under 35 U.S.C. §315(c).

I. MANDATORY NOTICES

A. Real Party-In-Interest under §42.8(b)(1)

Amazon.com, Inc., Amazon Web Services, Inc., and Amazon.com Services LLC (collectively “Petitioner”) is the real party-in-interest to this IPR petition.

B. Related Matters under §42.8(b)(2)

The ’615 patent is the subject of an IPR proceeding filed by third party Meta Platforms, Inc., *Meta Platforms, Inc. v. AlmondNet, Inc. and Intent IQ, LLC*, Case No. IPR2022-01064 (the “Meta Petition”), in which institution was granted. (*See* IPR2022-01064, Paper 7 (Nov. 30, 2022).) This Petition is substantively identical to the petition submitted in IPR2022-01064 and Petitioner has concurrently filed a motion to join that proceeding.

The ’615 patent is currently the subject of another IPR proceeding, *Microsoft Corporation and Samsung Electronics Co., Ltd. v. Intent IQ, LLC*, Case No. IPR2022-01324, filed July 26, 2022 (the “Microsoft/Samsung Petition”).

Petitioner had no involvement in the Meta or Microsoft/Samsung Petitions.

The ’615 patent is the subject of pending litigation involving Petitioner: *AlmondNet, Inc. and Intent IQ, LLC v. Amazon.com, Inc.*, Case No. 6-21-cv-00898

Petition for *Inter Partes* Review of
U.S. Patent No. 9,830,615

(W.D. Tex.). Petitioner was first served on September 3, 2021. (EX1015.) The '615 patent is also the subject of other pending litigations:

- *AlmondNet, Inc. v. Meta Platforms, Inc.*, 6:21-cv-00896-ADA (W.D. Tex.)
- *AlmondNet, Inc. v. Microsoft Corporation*, 6-21-cv-00897 (W.D. Tex.)

The '615 patent was also subject to previous litigation in *AlmondNet, Inc. v. Oath Holdings Inc.*, 1-18-cv-00943 (D. Del.), which was terminated in March 2019.

C. Lead and Back-Up Counsel under §42.8(b)(3)

Petitioner provides the following designation of counsel.

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D. Service Information

Service of any documents may be made to the postal mailing address above. Petitioner consents to electronic service at AlmondNet-IPR@fenwick.com. A Power of Attorney is being filed concurrently with the designation of counsel in accordance with 37 C.F.R. § 42.10(b).

II. FEE PAYMENT

Petitioner requests review of 4 claims, with a \$41,500 payment.

**III. REQUIREMENTS UNDER §§ 42.104 AND 42.108 AND
CONSIDERATIONS UNDER §§ 314(A) AND 325(D)**

A. Grounds for Standing

Petitioner certifies that the '615 patent is available for IPR and that Petitioner is not barred or otherwise estopped. Because Petitioner files an accompanying motion for joinder within one month of institution in IPR2022-01064, this petition is timely under 35 U.S.C. §315(c) and 37 C.F.R. §42.122.

B. Identification of Challenge and Statement of Precise Relief Requested

Petitioner requests IPR institution based on:

Ground	Claims	Basis for Challenge under §103
1	9-12	Obvious over Meyer (EX1003) in view of Zeff (EX1004), Edlund (EX1005), and Fisher (EX1006)
2	9-12	Obvious over Ground 1 prior art (Meyer, Zeff, Edlund, Fisher), in further view of Tittel (EX1007)

C. Considerations Under §§ 314(a) and 325(d)

This is the only petition filed by Petitioner regarding this patent. Petitioner had no involvement in prior petitions challenging this patent. Joinder will neither consume additional Board resources nor affect the timing of a final written decision; Petitioner agrees to assume an understudy role unless Meta's participation terminates.

Trial in the pending litigation is set for August 21, 2023. However, the median time for filing to trial in the Western District of Texas is currently 28.3 months. (EX1016, 37.)

IV. OVERVIEW OF THE PATENT

A. Level of Ordinary Skill

A person of ordinary skill in the art would have possessed a bachelor's degree in electrical engineering or computer science, and two years of work experience in the field of network-based computer systems, such as systems for sending and

receiving information over local networks and wide area networks (such as the Internet or World Wide Web). A person could also have qualified with more formal education and less technical experience, or vice versa. (Schmandt, ¶¶10-14.)

B. Specification Overview

The '615 patent “generally relates to profile-based behavioral targeting advertisement placement methods” and more specifically, “to electronic advertisement placement based on expected profit from the placement.” ('615, 1:28-32.) The patent acknowledges so-called behavioral targeting companies (“BT companies”) are known in the art, which “specialize in targeting ads based on observed behavior of sites’ visitors.” ('615, 2:5-13.) A BT company receives or collects profile information about site visitors, such as behavioral information, demographic information or user-provided information, and “target[s] ads to those visitors wherever found based on the collected profile information.” ('615, 2:36-43.)

In one embodiment, a BT company arranges with a third party to tag a visitor to a first media property (such as a web site), such as by having the third party place a cookie on the visitor’s computer. (*E.g.*, '615, 6:26-32, 8:50-54, 8:56-63.) The tag identifies the visitor’s computer as being associated with the BT company and, because it is readable by the third party, enables the third party to recognize the visitor at a later time. (*E.g.*, '615, 6:26-32, 8:50-54, 8:56-63, 9:50-54.) The third party then arranges for the BT company to serve an ad to the visitor. (*E.g.*, '615,

9:16-22.) The BT company targets an ad to the visitor using profile information collected about the visitor while visiting the first media property, provided that the ad can be delivered for less than a price cap specified by the BT company. (*E.g.*, '615, 8:48-55, 9:47-54, 7:7:49-57.)

V. CLAIM CONSTRUCTION

Petitioner does not believe an express claim construction is necessary at this time for this IPR.

VI. THE CHALLENGED CLAIMS ARE UNPATENTABLE

A. Overview of Grounds

The challenged claims attempt to lay claim to techniques that had been commercialized, years before, through “advertising networks” (or “ad networks”). Ad networks provided a centralized system that allowed advertisers to submit advertisements for placement across multiple web sites. (Schmandt, ¶¶40-41, 85-86.) Ad networks typically involved a central ad network system (which the challenged claims call a “**third party computer system**”) that managed advertising space across multiple third party websites. (Schmandt, ¶¶41, 85.)

Ground 1 relies primarily on Meyer (EX1003), a strong reference that discloses the majority of the limitations of the challenged claims. The challenged claims also recite features relating to selling advertising for a “**price cap**,” for which Petitioner cites to Zeff (EX1004), Edlund (EX1005) and Fisher (EX1006), which

describe well-known features of Internet auctions. **Ground 2** adds Tittel (EX1007) as a further basis for obviousness with respect to claim 9(d).

Meyer, Edlund and Fisher qualify as prior art under at least §102(e)(2). Zeff and Tittel are prior art printed publications under at least §102(b), as evidenced by availability in public libraries. (Hall-Ellis Decl., EX1014, ¶¶38-52, 83.)

Petitioner and its expert have cited additional references (EX1008-1011) to provide or support the existence of an obviousness motivation under §103 (rather than supply a limitation missing from the prior art). (Schmandt, ¶¶ 107, 119-120, 178, 197.) These references also qualify as prior art printed publications under at least §102(b). (Hall-Ellis, ¶¶53-83.)

B. Ground 1: Claims 9-12 Are Obvious Over Meyer in view of Zeff, Edlund, and Fisher

1. Claim 9

Assuming the preamble imposes a limitation, Meyer discloses a system and method for “**directing electronic advertisements**,” which Meyer calls “incentives.” (Meyer, 7:19-20, 6:34-43; *see also id.*, 29:54-30:15 (describing the display of an incentive as “provid[ing] an item of advertising”).) “Examples of incentives include, without limitation, discount coupons, sweepstakes, frequent flyer program mileage, promotional points, premiums, free samples, and product tie-ins.” (Meyer, 7:20-23.) These incentives may be published “at one or more locations of the network,” such as web pages. (Meyer, 7:39-43; Schmandt, ¶¶43-44, 73-74.) Petitioner will provide

more detail about these incentives below, but for our purposes here, Meyer discloses a method of “**directing electronic advertisements.**”

The preamble further states that the method is performed by “[a] **computer system controlled by a behavioral targeting company (BT company), which computer system (BT computer system) is comprised of one or more computers.**” The “**computer system (BT computer system)**” in Meyer is shown in Figure 1 in yellow:

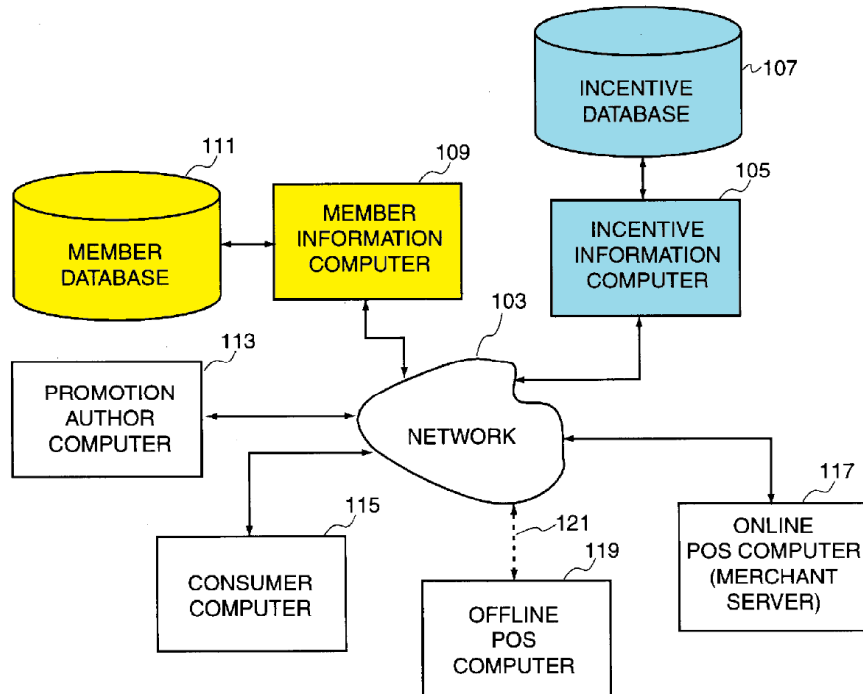


Fig. 1

(Meyer, Fig. 1 (highlighting added).)

The two computers shown in Figure 1 most relevant to this IPR are member information computer **109** in yellow (with member database **111**), and incentive information computer **105** in blue (with incentive database **107**). Member

information computer 109 discloses and renders obvious the claimed “**BT computer system**,” and as described further below, the incentive information computer 105 discloses and renders obvious the claimed “**third party computer system**.”

Member information computer 109 (“**BT computer system**”) is “a computer which holds consumer information, the consumer information in the form of one or more databases (the member database 111).” (Meyer, 18:35-38.) The member information computer 109 “is typically run by the account provider.”¹ (Meyer, 18:35-39.) “An account provider is an entity that manages data about members, including maintaining all the necessary database of information about the members.” (Meyer, 16:39-41.) For ease of reference, Petitioner will refer to member information computer 109 and database 111 as the “*account provider computer*” consistent with its description throughout Meyer. (Meyer, *e.g.*, 31:24-25 (“... the account provider computer (also called the member information computer) 109.”).)

The preamble also states that the “**BT computer system**” is “**controlled by a behavioral targeting company (BT company)**.” The “**BT company**” in Meyer corresponds to a company associated with the account provider, for example, a credit card issuer such as VISA. (Meyer, 26:19-22, 33:35-39 & Fig. 27 (“Your VISA iSave account has been created.”).) An account provider such as a credit card issuer can also sponsor its own incentives. (Meyer, Fig. 22 & 33:10-14, 30:23-32.) This is

¹ Unless noted, emphasis in prior art quotations was added by Petitioner.

consistent with the '615 patent, in which a “**BT company**” may sponsor its own advertisements. ('615, 2:14-15, 2:19-20, 2:30-32; Schmandt, ¶80.)

The '615 patent does not expressly define “**BT company**” but describes it as a company that “specialize[s] in targeting ads based on observed behavior of sites’ visitors.” ('615, 2:5-8.) As explained for claim 9(d) below, the account provider in Meyer specializes in targeting incentives to its members based on, among other things, the observed behavior of its members. (Schmandt, ¶79; Meyer, *e.g.*, 37:56-38:14.) The account provider under the proposed combination targets incentives by, as explained for claim 9(a) and 9(d) below, arranging for a cookie (“**tag**”) to be placed on a consumer computer, which is later used to identify the user and target incentives to the user when it visits a website. (Schmandt, ¶¶79, 103-104, 172-179.) Petitioner will further explain the targeting features for claim 9(d) below.

- (a) “[automatically with the BT computer system]”² “at a first time, arranging for a third party computer system controlling advertising space on a plurality of third party media properties to electronically tag a first computer of a first visitor visiting a first website, without transferring to the third party computer system any profile information related to the first visitor, which tag is readable by computers operating under a domain of the third party computer system and identifies the visitor computer as associated with the BT company;”

Because of its length, Petitioner will address claim 9(a) in multiple parts.

“Third Party Computer System”

The “**third party computer system**” in Meyer takes the form of incentive information computer **105** with incentive database **107**, as shown in Figure 1:

² The phrase “**automatically with the BT computer system**” appears immediately after the preamble and appears to apply to parts (a)-(d) of claim 9. Petitioner will therefore address this language for each part of claim 9. (Schmandt, ¶81.)

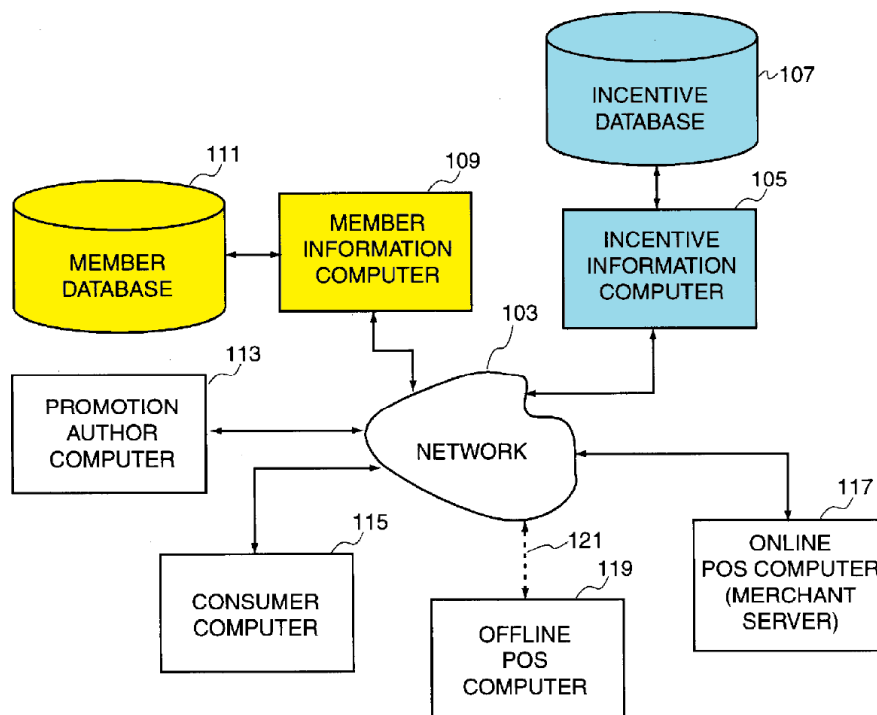


Fig. 1

(Meyer, Fig. 1 (highlighting added).) “The incentive information computer **105** is a computer which holds incentive information, the incentive information in the form of a database (incentive database **107**).” (Meyer, 18:18-20.)

Incentive information computer **105** is “typically run by the service provider.” (Meyer, 18:20-22; *see also id.*, 16:36-37 (“A service provider is the entity (typically a company) that runs the incentive system described herein.”).) Petitioner will refer to incentive information computer **105** as the “*service provider computer*” consistent with its description throughout in Meyer. (Meyer, *e.g.*, 31:22-23 (“... the service provider computer (also called the incentive information computer) **105**.”).) As

noted previously, member information computer 109 with member database 111 (the “**BT computer system**”) is referred to as the “*account provider computer*.”

Meyer makes clear that, in some embodiments, incentive information computer 105 (service provider computer) and member information computer 109 (account provider computer) can be separate from each other. (Meyer, 19:8-10 (“[I]n other embodiments, the member information computer 109 may be separate from the incentive information computer 105.”).) Additionally, the service provider and account provider can be the same or different entities. (Meyer, 16:36-38, 16:39-41, 18:42-45 (noting that account provider and service provider could be “the same entity” or the account provider could “retain[] the service provider”).)

Petitioner here is relying on embodiments in Meyer in which (1) the account provider and service provider are different entities, and (2) the account provider and service provider computers are separate computers. The service provider computer thus qualifies as a “**third party computer system**” in this arrangement because it would have been owned and operated by an entity different from the account provider who owns and operates the “**BT computer system**.” (Schmandt, ¶84.)

Petitioner has also cited to **Zeff** (EX1004), which provides further support and motivation for the account provider and service provider being different entities having separate computers. (Schmandt, ¶¶85-94.) Zeff explains that advertisements were commonly sold through “ad networks” such as “DoubleClick.” (Zeff, pp.0065,

00130-00131.) An “ad network” essentially operated as an intermediary between (a) an advertiser that wanted to place advertisements on third party websites, and (b) the third party websites that could display those advertisements. (Schmandt, ¶86 (quoting Zeff, pp.00130-00131).) Zeff explains that the DoubleClick system “is an example of an advertising network... A media buyer can make one purchase with DoubleClick and have an ad placed on dozens of sites.” (Zeff, p.0065.) Zeff also identifies Flycast, “an ad network with more than 700 sites that reaches more than 12 million people each month,” which “also sells ads in real time.” (Zeff, p.0083.) Zeff identifies dozens of other known and commercially available ad networks. (Zeff, p.00130, Table 10.2; *see also id.*, pp.00141-00149.)

Ad networks such as DoubleClick were well-known and expressly acknowledged as prior art in the ’615 patent. (’615, *e.g.*, 1:36-2:4, 3:62-67, 4:3-15, 5:16-36; Schmandt, ¶85.) In fact, the ’615 patent states that the “**third party computer system**” (which the written description refers to as a “second media property”) can be an ad network server that controls advertising space on third party websites. (’615, *e.g.*, Fig. 3 (second media property **50**), 10:26-29.)

The ad network model described in Zeff involves at least two separate and distinct entities: (1) a company such as DoubleClick that provides ad network services and (2) a company that wishes to use an ad network service to place advertisements on third party websites. In Meyer, the *service provider* performs

functions highly analogous to a conventional ad network because it acts as an intermediary between advertisers and third party websites with respect to advertising space on those websites. (Schmandt, ¶87.) The *account provider* in Meyer, on the other hand, is analogous to an advertiser who buys advertising from an ad network as described in Zeff. (Schmandt, ¶88.) As noted, the account provider in Meyer could be a credit card issuer such as VISA that sponsors its own incentives. (Meyer, 26:19-22; *see also id.*, Fig. 22 & 33:10-14, 30:23-32.)

Rationale and Motivation to Combine (Meyer with Zeff): Although Meyer already contemplates that the account provider and service provider could have been different entities having separate computers, Zeff provides further support and additional motivations on this point. Meyer and Zeff are analogous references in the same field of presenting advertisements on the Internet, including techniques for displaying advertisements across multiple websites. (Schmandt, ¶90.) Meyer and Zeff would also have been reasonably pertinent to a number of problems faced by the inventor including placing cookies on user computers, placing advertisements on third party websites, among others. (Schmandt, ¶¶90, 146.)

An ordinarily skilled artisan would have been motivated to have the account provider and service provider be different entities, consistent with the ad network model in Zeff. As demonstrated below, separating the ad network from an advertiser that seeks to use the ad network would have beneficially allowed both entities to

focus on the particular services in which they specialize, consistent with the ad network business model that had organically developed and that had become well-known and successful well before the '615 patent. (Schmandt, ¶¶91, 93.)

For the account provider in Meyer (who seeks to purchase advertising), separating it from the service provider (who performs functions analogous to an ad network) would have enabled it to focus on its membership business without the intricacies of advertising on third party websites – which might fall outside the account provider's expertise. (Schmandt, ¶92.) Zeff explains that for an advertiser, ad networks “help navigate through the high volume of sites offering advertising.” (Zeff, p.00131.) “Buying ads separately on the ever-growing number of sites can be a daunting task; you have to make your way through separate sales forces, individual rate sheets, and a myriad of audience demographics. When you work with a network, you are in contact with just one experienced sales force made up of people who know the online advertising business.” (Zeff, pp.00131-00132.)

The service provider in Meyer (analogous to an ad network in Zeff) would also have benefited from this separation by enabling it to focus on identifying and managing its relationships with the multitude of third party websites that can display incentives. This would also have allowed the service provider to offer incentive placement services to additional customers beyond the account provider – consistent with the way conventional ad networks offered ad placement to many customers. In

short, separating the service provider from the account provider would have allowed the service provider to provide a more focused, more broadly applicable, and more profitable, service. (Schmandt, ¶91.) A skilled artisan would have had at least a reasonable expectation of success, and the proposed combination was fully enabled. (Schmandt, ¶94.)

Third Party Computer System Controls Advertising Space

Now returning back to claim 9(a), Meyer further discloses that the service provider computer (“**third party computer system**”) controls “**advertising space on a plurality of third party media properties.**” Meyer discloses a system for distributing advertisements (incentives) accessed through incentive “existence messages” (such as icons) displayed on web pages on the Internet. (Meyer, *e.g.*, 8:6-11, 27:65-28:9.) The “**plurality of third party media properties**” in Meyer therefore takes the form of a plurality of websites that can display incentive icons:

Consumers find displays of the incentive icons (or icons that generate incentive icons) in a variety of places on the Internet: manufacturer Web sites where products are described; retailer Web sites where products are sold; affinity Web sites for special interests such as entertainment, sports or travel: ad banners on Web pages and e-mail.

(Meyer, 27:66-28:4.) The exemplary web sites above disclose “**media properties,**” which is consistent with the ’615 patent that expressly identifies web sites as examples of media properties. (’615, *e.g.*, 3:31-36, 9:23-28.) They also qualify as

“**third party**” media properties because the websites belong to third parties such as manufacturers or retailers. (Schmandt, ¶95 (citing Meyer, *e.g.*, 24:34-38, 49:67-50:4).) It would have been obvious that third party websites in Meyer could have been websites run by entities who are different from and unaffiliated with the account provider (“**BT company**”) and the service provider who runs the service provider computer (“**third party computer system**”). (Schmandt, ¶95.)

Meyer further discloses that the service provider computer (“**third party computer system**”) controls “**advertising space**” on these media properties because it controls the display of the incentive icon and the incentive on the websites:

When a consumer turns to a Web page that contains an icon, process ICON_DSPLY is started... by a JAVA servlet run as part of the **service provider** process... In the case of a servlet, the display of the icon is implemented in the preferred embodiment by including a URL on the page on the Web where the icon is displayed, the URL pointed to **the service provider** Web site and used to retrieve the image displayed by the incentive icon. The URL points to a general purpose JAVA servlet, specifies that it wants the incentive’s icon, and includes an argument with an identifier for the appropriate incentive.

(Meyer, 28:4-19.) The term “servlet” above refers to a JAVA program that executes on a server, in this case on the service provider computer. (Meyer, 15:47, 55:19-20, 55:26-31, 28:8-9, 28:14-16, 19:56-58.) Meyer therefore discloses that the service provider computer (“**third party computer system**”) “**control[s] advertising space**

on a plurality of third party media properties,” because it controls display of incentive icons on third party web sites. The **“advertising space”** in Meyer thus corresponds to the space on those third party websites where incentive icons can be displayed. (Schmandt, ¶96.) As explained in more detail below, the incentive icon can in turn be activated to display the underlying incentive. (Meyer, *e.g.*, 29:53-30:21, 30:61-31:16.)

Third Party Computer System Tags First Computer

Next, Meyer discloses and renders obvious that the BT computer system, **“at a first time, arrang[es] for a third party computer system... to electronically tag a first computer of a first visitor visiting a first website,”** as claimed. This occurs when the account provider computer (**“BT computer system”**) arranges for the service provider computer (**“third party computer system”**) to place a cookie on the consumer computer of a website visitor (**“first computer of a first visitor”**). The **“first website”** in Meyer takes the form of a third party website in which the incentive icon was displayed, as explained below.

As noted, a third party website can display an incentive icon that, when activated (either manually or automatically), results in the display of details about the incentive. (Meyer, *e.g.*, 29:36-39, 30:66-31:4; *see also id.*, 10:54-56 & 11:7-13 (icon activation may occur automatically).) An incentive may optionally have information that Meyer calls *display requirements*, which specify “[w]hat consumer

information (stated interests, demographics, membership in an external membership organization etc.), if any, must be available before the incentive is displayed to the consumer.” (Meyer, 23:54-58.) Display requirements can include, for example, “a requirement for the consumer to disclose their age, or shopping habit, or a requirement for membership in an external membership organization.” (Meyer, 32:7-11.) For purposes of **Ground 1**, Petitioner relies on the embodiment in Meyer in which incentives have display requirements. (Schmandt, ¶99.)

Meyer explains that when an incentive icon is activated, and the incentive has display requirements, the system invokes a “Get_Member_ID” procedure which, as its name implies, obtains the ID of the consumer who activated the icon. (Meyer, 32:47-55, Fig. 7 (701).) If the procedure determines that the consumer is not yet a member, “procedure Sign_On shown as **801** in FIG. 8 is called to enroll the new member.” (Meyer, 32:61-62.) The enrollment procedure prompts the user to enter personal and demographic information as shown in Figures 22 and 23:

VISA iSave - Microsoft Internet Explorer

VISA iSave Sign Up

Please provide the requested information to set up your personal iSave Account. Already a member? [Click here](#). For privacy policy, see our site at [www.iSave.net](#)

First Name: Steve

Last Name: Bartlett

Email Address: sbartlett@iq.com

Password: ****

Retype Password: ****

Visa Number: 4128 777 888 9990

Finish

2213 2215 2201 2206 2207 2209 2203 2211 2205

Fig. 22

Name: Helen

Password: Smith

Email: hsmith@aol.com

Address: 222 Vine Street

City: San Geronimo

State: California

Zip: 92002

Age: 45

Sex: Female

Submit Reset

2301

Fig. 23

(Meyer, Figs. 22-23; *see also id.*, 14:59-64, 33:5-6.) Meyer continues:

Once the member information is entered, an account is set up for the member, the ACCTPRVD [account provider] process is accessed to assign a member ID and to store the member information in MMBR-DB [account provider database]. The member ID is sent from MMBR-DB, and a cookie is written in consumer computer 115.

(Meyer, 33:30-34; *see also id.*, Fig. 8 (“access ACCTPRVD to get member ID from MMBR-DB; write member ID to cookie”).) “ACCTPRVD” referenced above refers to “a set of computer programs operating on the member information computer 109,” *i.e.* the account provider computer. (Meyer, 20:14-16.) “MMBR-DB” refers to the

member database **111** of the account provider computer, discussed previously. (Meyer, 21:18-20.) The “member ID” stored in the cookie, referenced above, is a unique identifier for the member used to identify the member’s information in the account provider database. (Meyer, 59:33-39, 60:58-63.) As described below, the cookie is later used to identify and target incentives to the member. (Meyer, 56:14-18; Schmandt, ¶¶101, 162, 165.)

The process in Meyer described above discloses “**at a first time** [*i.e.* when the consumer creates a new account], **arranging for a third party computer system controlling advertising space on a plurality of third party media properties** [*i.e.*, the service provider computer controlling incentive icon display on third party websites as discussed], **to electronically tag a first computer of a first visitor visiting a first website** [*i.e.* to store a cookie on the consumer computer visiting the third party website],” as claimed. (Schmandt, ¶102.) Petitioner notes that mapping storage of a cookie in Meyer to the claimed electronic tagging is consistent with the ’615 patent. (’615, *e.g.*, 2:59-60 (“Such software can place a cookie or other kind of tag on the user’s computer.”); *see also id.* 13:53-54 (“wherein the tag is a cookie stored on the first computer.”).)

The electronic tagging in Meyer also occurs “**automatically with the BT computer system**,” as recited immediately after the preamble. As explained below, it would have been obvious that the service provider computer (“**third party**

computer system”) performs the electronic tagging, consistent with the language of claim 9(a). But as shown above, the system in Meyer carries out the tagging process “**with**” the account provider computer system (“**BT computer system**”) because the account provider arranges for the tagging by providing the member ID that is stored in the cookie. (Meyer, 33:30-34.) The account provider computer is thus essential to the electronic tagging process. (Schmandt, ¶103.)

The account provider computer also “**automatically**” arranges for the electronic tagging because it provides the member ID for the cookie without user involvement. (*E.g.*, Meyer, 33:30-34.) Although the consumer in Meyer performs actions such as entering information to enroll as a member, those actions precede and are separate from the act of electronically tagging. This is consistent with the ’615 patent embodiments that place tags on visitor computers in response to express user action. (’615, 2:8-13.) The tagging in Meyer also occurs “**automatically**” because storage of the cookie on the consumer computer occurs without user involvement. (Schmandt, ¶104.) It was well-known to ordinarily skilled artisans

that storage of cookies was so automatic and transparent, in fact, that users often had no idea they even existed. (Schmandt, ¶104 (citing Zeff, p.0051).)³

Tagging Occurs While “Visiting the First Website”

The electronic tagging discussed above also occurs in Meyer while the first visitor was “**visiting the first website**,” as claimed. This is because the enrollment process that resulted in storage of the cookie occurred as a result of activating an incentive icon while visiting the third party website (“**the first website**”) on which the icon appeared. Although the enrollment process in Meyer uses pop-up windows (e.g. Figs. 21-22), the enrollment process – and the resulting storage of the cookie – nevertheless occurs while “**visiting the first website**.”

First, the enrollment screens in Meyer are “pop-up” windows created by JavaScript programs directly embedded into the web page on which the incentive icon appears (“**the first website**”), and execute on the consumer computer. (Meyer, 32:63-67, 30:61-31:2, 19:42-55, 54:44-46.) These pop-up windows do not cause navigation away from the current website. (Schmandt, ¶106.) Meyer explains that the use of “pop-up windows to display incentives and other information” does “not

³ This is also why some jurisdictions now require that websites obtain user consent before storing cookies on visitor computers, which has resulted in the now ubiquitous “Allow Cookies” popups on websites today. (Schmandt, ¶104 n.3.)

necessitat[e] the member's leaving whatever page he or she was viewing on the browser on consumer computer 115." (Meyer, 31:4-8; *see also id.*, 8:43-48, 45:22-26.) The enrollment process that resulted in electronic tagging of the first computer thus occurred while the consumer was still "**visiting the first website.**"

And even if Patent Owner were to argue (incorrectly) that, by virtue of the enrollment pop-up windows, the consumer was no longer "**visiting the first website,**" Meyer discloses an alternative in which display of incentive information and becoming a member can occur in the same window displaying the website. (Meyer, 8:49-58.) It therefore would have been obvious to implement the enrollment process in Meyer using the same window in the web browser in which the third party website is displayed. (Schmandt, ¶107.) This would have provided a benefit of streamlining the user interface by avoiding the need to spawn pop-up windows, which were commonly considered intrusive, distracting, and otherwise annoying. (Schmandt, ¶107 (citing EX1009, pp.0021 & 0025).)

Tagging Occurs "Without Transferring... Any Profile Information"

Next, the electronic tagging in Meyer occurs "**without transferring to the third party computer system any profile information related to the first visitor.**" The '615 patent describes "**profile information**" as including demographic information about a user, observed behavior about a user, or user-provided information. ('615, *e.g.*, 3:40-44, 2:37-43.) Nothing in Meyer suggests that any

“**profile information related to the first visitor**” is transferred to the service provider computer in connection with storing the cookie. (Schmandt, ¶108.)

In Meyer, the only information potentially transferred to the service provider computer during the enrollment process is the member ID which, as noted, is placed in a cookie stored on the consumer computer. (Schmandt, ¶108; Meyer, 33:30-34.) But the member ID is not “**profile information**” relating to the first visitor because it is simply a unique identifier used by the account provider computer to identify the member and retrieve its information from the database. (Meyer, 59:33-39, 60:58-63.) The member ID in Meyer does not itself contain and cannot by itself be used to derive any profile information. (Schmandt, ¶108.)

Additionally, the enrollment process only causes user-provided member information to be transferred to and stored on the account provider computer (“**BT computer system**”), not the service provider computer (“**third party computer system**”). (Schmandt, ¶109; Meyer, 33:30-33 (“Once the member information is entered, an account is set up for the member, the ACCTPRVD [account provider] process is accessed to assign a member ID and store member information in MMBR-DB [member database].”), 20:14-16; *see also id.*, 19:42-55 (account provider computer is responsible for enrollment process).)

It would also have been obvious for at least two additional reasons to implement Meyer to not transfer member profile information to the service provider

computer during the enrollment and tagging process. First, the service provider computer in Meyer does not include the account provider's member database **111** that stores such information. Because the service provider makes no use of member profile information during the enrollment process, transferring it to the service provider computer would have served no purpose. (Schmandt, ¶109.)

Second, under the proposed combination as described, the service provider and the account provider would have been owned and operated by separate entities. (Schmandt, ¶¶110, 84-94.) It therefore would have potentially jeopardized the privacy of sensitive member information if the account provider computer were to transfer that information to the service provider computer. (Schmandt, ¶110.) An ordinarily skilled artisan would thus have been motivated to implement the proposed combination to transfer profile information only to the account provider computer. As fully explained for claim 9(d) below, known concerns with privacy of member information would have provided a compelling motivation to implement Meyer in this manner. (Schmandt, ¶¶110, 177-179.)

Tag is Readable Under “A Domain of the Third Party Computer System”

Next, Meyer discloses that the “**tag is readable by computers operating under a domain of the third party computer system and identifies the visitor computer as associated with the BT company,**” as claimed. With respect to the latter part of this claim limitation, the tag in Meyer clearly “**identifies the visitor**

computer as associated with the BT company,” as explained, because the cookie stored on the consumer computer (the “**tag**”) identifies the member ID of the consumer. That member ID is “**associated with the BT company**” because the computer system of the BT company (the “**BT computer system**”), *i.e.*, the account provider computer, issued the member ID. (Meyer, *e.g.*, 33:30-34.)

Meyer further explains that the account provider computer uses the member ID to obtain membership information from its database. (Meyer, *e.g.*, 32:37-40.) In fact, the account provider database uses the member ID as a database index to locate all the rows of information for a member. (Meyer, 59:33-39.) Therefore, the cookie (“**tag**”) in Meyer “**identifies the visitor computer as associated with the BT company,**” because it contains the member ID that associates the consumer computer with the account provider (“**BT company**”) by identifying the visitor’s member account in the account provider computer’s database. (Schmandt, ¶111.)

With respect to the former part of this claim limitation, that the “**tag is readable by computers operating under a domain of the third party computer system,**” this recites nothing more than well-known characteristics of cookies. (Schmandt, ¶112.) Meyer explains that a typical way of storing a cookie is to send the following “Set-Cookie:” information to the consumer computer using HTTP:

```
Set-Cookie:
name=value
[;EXPIRES=dateValue]
[;DOMAIN=domainName]
[;PATH=pathName]
[;SECURE]
```

(Meyer, 56:27-33 (highlighting added).) The “Set-Cookie” response in Meyer shown above was basic web knowledge to skilled artisans. (Schmandt, ¶112; Meyer, 56:23-25, 56:44-45.) One attribute (highlighted) is “DOMAIN=domainName” which, as its name suggests, “specifies the domain attributes for a valid cookie....” (Meyer, 56:37-38; *see also id.*, 56:46-50.) This means that web servers operating at the specified “DOMAIN” will be allowed to read the cookie when the consumer computer subsequently visits those websites. (Schmandt, ¶112; Meyer, 56:46-50.)

Meyer further confirms that the cookie that stores the member ID is in fact “**readable by computers operating under a domain of the third party computer system,**” because the service provider computer (“**third party computer system**”) later reads the cookie from the consumer computer to identify the member. (Meyer, *e.g.*, 56:15-18 (“Cookies are used in the preferred embodiment of the invention in a consumer’s computer to identify the member to the service provider process SRVPRVD.”), 29:12-14.) It thus would have been obvious that the cookie would have been readable by the service provider computer. (Schmandt, ¶113.)

It would also have been obvious that the service provider computer was “**operating under a domain**” because it is accessible through the Internet. (Schmandt, ¶114.) Meyer identifies an exemplary domain for the service provider computer (*i.e.* “iq.com”) and provides exemplary URLs that point to the service provider computer at that domain. (Meyer, *e.g.*, 28:19-26, 31:14-16, 36:40-44.)

Finally, Petitioner notes that the claim limitation requires that the tag be readable by “**computers**” (plural). Meyer confirms that the service provider computer, although shown as a single computer in Figure 1, could include several computers. (Meyer, 18:45-54, 19:6-15; Schmandt, ¶115.)

Issue: Using the Service Provider Computer to Cause Cookie Storage

As a final issue, Petitioner notes that claim 9(a) recites “**at a first time, arranging for a third party computer system... to electronically tag a first computer.**” Meyer does not single out any particular computer as actually causing the cookie to be stored, but instead discloses a number of well-known approaches including use of server-side software (such as a JAVA servlet) and client-side software (such as JavaScript scripts). (Meyer, 56:19-22; Schmandt, ¶116.)

A clear example of a server-side approach in Meyer was discussed above in which a server transmits the “Set-Cookie” HTTP response header to the browser causing the cookie to be written. (Meyer, 56:44-45 (“A server sends cookie information to the client in the HTTP header when the server responds to a

request.”).) It would have been obvious for a skilled artisan implementing Meyer to select this approach such that after the enrollment process, the service provider computer (“**third party computer system**”) transmits a “Set-Cookie” HTTP response header to the consumer computer containing the cookie. This would have predictably resulted in the account provider computer (“**BT computer**”) providing the member ID for the member to the service provider computer (“**third party computer system**”), which in turn includes the member ID in a “Set-Cookie” message that the service provider computer transmits to the consumer computer. (Schmandt, ¶117.) This would thus have predictably resulted in the service provider computer “**electronically tag[ging] a first computer of a first visitor visiting a first website,**” as recited in claim 9(a).

A skilled artisan would have been amply motivated to implement Meyer in this way. Server-side and client-side approaches were both well-known such that either technique would have been apparent and obvious. (Schmandt, ¶118.) But a skilled artisan would have been motivated to select the server-side approach in Meyer for at least two reasons. First, as explained in Dara-Abrams, *Supporting Web Servers* (2001) (“**Dara-Abrams**”) [EX1010], which Petitioner has cited to support the motivation to implement Meyer in this manner, server-side approaches beneficially avoid web browser incompatibility issues. (Schmandt, ¶¶119-120;

Dara-Abrams, pp.0024-0025.) Second, server-side software is more secure and less prone to tampering than client-side scripts. (Schmandt, ¶121.)

It would also have been obvious to have the service provider computer, *rather than the account provider computer*, cause the cookie to be stored on the consumer computer. The reason is straightforward – as Meyer itself makes clear, it is the service provider computer that reads the cookie to obtain the member ID, as noted. (Meyer, *e.g.*, 56:15-18, 29:12-14.) It therefore would have been obvious – and required – to rely on the service provider computer to cause that cookie to be stored on the consumer computer. (Schmandt, ¶122.)

The '615 patent itself acknowledges as much by explaining that “the only server that can read a cookie on a user’s computer is a server operating under the same domain as the server that placed the cookie on a user’s computer to begin with.” ('615, 1:44-46.) This was a well-known limitation of cookies. (Schmandt, ¶122; Zeff, p.0050 (“[T]he [web] server can only access cookies that it has placed; it cannot access cookies from other servers.”).) Because the service provider computer in Meyer must be able to read the cookie, it must also cause it to be stored. (Schmandt, ¶122.) Relying on the service provider computer to cause the cookie to be stored is also consistent with the overall division of labor between the service provider and account provider as described in Meyer. (Schmandt, ¶124.) Finally, the service provider computer must be able to read the cookie – and thus must cause

it to be stored – to perform its task of determining whether or not a dynamic incentive icon can be served. (Schmandt, ¶123; Meyer, 29:12-26.)

- (b) “[automatically with the BT computer system]...
recording, in a profile of the first visitor maintained
by the BT computer system, profile information
collected during the first computer’s visit to the first
website;”

As explained, the account provider computer (“**BT computer system**”) includes member database **111** (MMBR-DB) for storing member information. (Meyer, 18:35-39, 21:18-20.) This database records at least two types of profile information “**collected during the first computer’s visit to the first website.**”

First, the member database records the member’s demographic and user-provided information collected during the enrollment process while visiting “**the first website,**” as discussed for claim 9(a). (Meyer, 33:30-33 (“Once the member information is entered, an account is set up for the member, the ACCTPRVD [account provider] process is accessed to assign a member ID and to store the member information in MMBR-DB.”), 29:19-22; Schmandt, ¶¶125-126.)

Second, the member database further includes an account database (ACCNT-DB) that records information about the member’s past behavior including, among other things, the member’s past interactions with incentives:

Part of the member database **111** is the account database (ACCNT-DB) of member incentive histories for each member. For each member, ACCNT-DB includes two lists: a list of all the

instances of incentives that the particular member user has clipped, and a list of all the instances of incentives that the particular member user has redeemed through purchases, etc. All other actions by the member, viewing the account, etc., also are recorded.

(Meyer, 21:22-29; *see also id.*, 36:65-67, 21:29-32.) As shown above, the member database records instances in which the member has “clipped” an incentive.

Clipping allows a member, when viewing an incentive, to cause the incentive to be saved in its account (for example using the “Clip” button 2103 in Figure 21).

(Meyer, 34:66-35:3, 36:27-31.) The passage above also notes that the member database records when the member has “redeemed” an incentive, which can occur

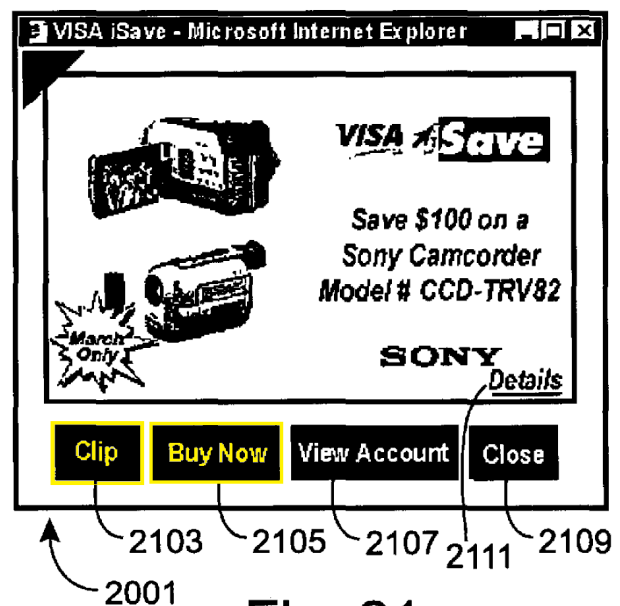


Fig. 21

if the user purchases the product (for example by pressing the “Buy Now” button 2105 shown in Figure 21). (Meyer, 40:44-51, 40:63-41:2; *see also id.*, 21:32-35.)

Clipping and redeeming provide only two examples of behavioral information recorded in the member database. As the passage block-quoted above states, “[a]ll other actions by the member, viewing the account, etc., are also recorded.” (Meyer, 21:28-29; *see also id.*, 35:18-21.) In fact, the mere display of an incentive icon to a

member (“viewing instance”) can be recorded in the member database (MMBR-DB). (Meyer, 29:27-35; *see also id.*, 34:48-65 (“Once the incentive is displayed.... the SRVPRVD process **307** is accessed to record the view event.... Note that... this information may be stored in the member database.”); Schmandt, ¶¶127-129.)

The demographic and behavioral information in Meyer qualify as “**profile information.**” This information, in fact, closely mirrors the examples of profile information in the ’615 patent. (’615, *e.g.*, 3:40-44 (“The profile could be the observed behavior of the visitor on the media property, demographic information collected on the media property, profile information provided by the visitor to the media property, etc.”), 2:37-43.)

For purposes of this Petition, the demographic and behavioral information in Meyer separately and independently provide the claimed “**profile information,**” and alternatively, the two can be considered together to satisfy the claim. And as noted, member database **111** that records profile information is a relational database that uses the member ID of a particular member as an index to locate all the rows of information for that member. (Meyer, 59:33-39.) This collection of profile information about a particular member thus provides “**a profile of the first visitor maintained by the BT computer system.**” (Schmandt, ¶¶130-131.)

Meyer thus discloses and renders obvious recording “**in a profile of the first visitor** [*i.e.* the member’s account information recorded in the member database]

maintained by the BT computer system [*i.e.* the account provider computer],” which includes “**profile information** [*i.e.* demographic and behavioral information about the member],” as claimed.

This profile information was also “**collected during the first computer’s visit to the first website.**” As to demographic information, as explained for claim 9(a), it was collected during the enrollment process that occurred while the user was visiting a third party website (“**first website**”). As explained for claim 9(a), the collection could have occurred on the first website via pop-up windows or in the same window displaying the first website. (Schmandt, ¶¶132-133, 106-107.)

The same holds true for collected behavioral information. After the member completes the enrollment process as described above, the member then can view incentives, for example, in response to activating an incentive icon on the third party website. (Meyer, *e.g.*, 29:53-58, 33:35-39, 33:46-54.) As noted, the “Clip” **2103** and “Buy Now” **2105** buttons in Figure 21 for clipping and redeeming an incentive, respectively, appear in one embodiment in a “pop-up” window that displays information about the incentive. (Meyer, *e.g.*, 30:61-31:8.) User actions relating to an incentive, such as clipping and redeeming, are thus “**collected during the first computer’s visit to the first website,**” because the pop-up windows did not cause the first computer to leave the first website (where the incentive icon appeared) for the reasons expressed above. (Schmandt, ¶¶134, 106; Meyer, 31:4-8, 8:43-48,

45:22-26.) Alternatively, also for the reasons mentioned above for demographic information collected during enrollment, it would have been obvious to display the incentive, and thus collect actions relating to the incentive (such as clipping and redeeming), in the same web window displaying the first website. (Schmandt, ¶¶134, 107.) Moreover, as noted, the recorded behavioral information can include the mere fact that the incentive icon was viewed (Meyer, 29:27-35, 34:48-65), which occurs directly in the same window as the first website. (Schmandt, ¶134.)

Finally, the claimed recording of profile information – both demographic and behavioral – occurs “**automatically with the BT computer system**,” as recited immediately after the preamble. The recording of profile information occurs “**with the BT computer system**” because, as noted, the profile information in Meyer is recorded in member database **111** that is coupled to and managed by the account provider computer (“**BT computer system**”). (Meyer, 18:35-39.)

The recording of collected profile information in member database **111** also occurs “**automatically**” by the software in Meyer, as described above. Nothing in Meyer suggests any user involvement in the actual recordation or maintenance of the demographic or behavioral information in member database **111**. Although collection of profile information might have been the result of user actions (such as enrolling or clipping an incentive), those acts are separate from and precede the act of “**recording**” that information. (Schmandt, ¶135.) This is consistent with the ’615

patent, which confirms that collected profile information may directly result from “observed behavior” of the user, such as “reading a specific content, searching, clicking an ad or content, making a phone call, asking for product information, acquiring a product, or taking any other kind of action.” (’615, 4:16-21.)

- (c) **“[automatically with the BT computer system]... electronically transferring to the computer system a price cap that the BT company is willing to pay for allowing delivery of an advertisement within media property advertising space controlled by the third party computer system controlling advertising space on the plurality of third party media properties; and”**

Claim 9(c) recites transferring to “**the computer system**,” which here refers to the “**third party computer system**.” (Schmandt, ¶136.) Claim 9(c) is obvious over Meyer in view of Zeff and Edlund. For convenience, Petitioner will divide the analysis of claim 9(c) into two parts.

Electronically Transferring a “Price Cap”

Claim 9(c) recites little more than well-known techniques for using Internet auctions to sell advertising space on websites. As Zeff explains, “[a]uctions are big on the Internet and are a good place to buy and sell excess ad inventory.” (Zeff, p.0081.) Zeff describes the “Adauction.com” service that enabled websites to sell advertising inventory via an auction. (Zeff, p.0082; Schmandt, ¶¶138-139.) Figure 7.12 shows an exemplary Adauction “bidding floor” for selling advertising space on the “Internet Travel Network” website:

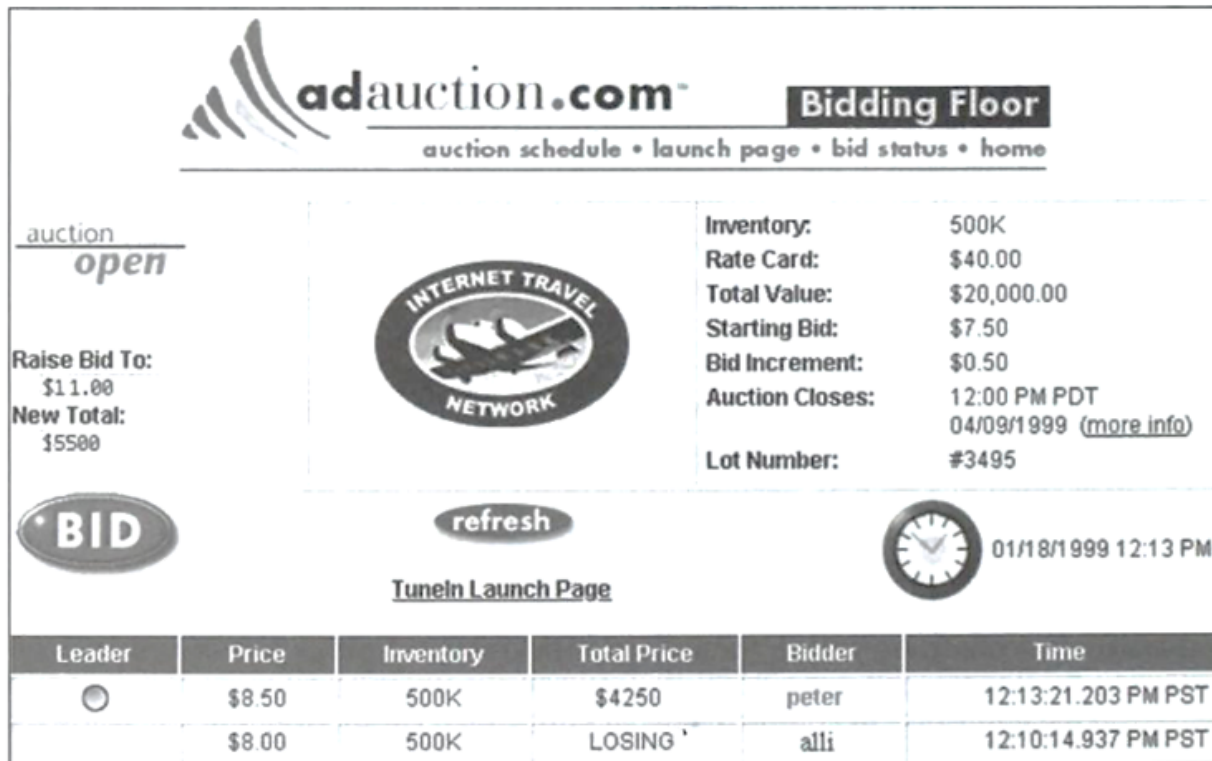


Figure 7.12 The Adauction.com bidding floor.

(Zeff, p.0083, Fig. 7.12.)

Figure 7.12 above shows an auction for an inventory of 500,000 (“500K”) advertising impressions or displays, with a currently winning bid from “peter” of \$8.50. The bid prices are based on “CPM,” a well-known pricing model that specifies the cost to display an advertisement 1,000 times. (Schmandt, ¶140; Zeff, p.00102 (“CPM, or cost per thousand. Means that the advertiser will pay a set fee for every thousand times an ad banner is delivered.”).) Figure 7.12 also includes a “**Bid**” button (on the left) to enable the user to submit a bid.

Zeff thus discloses “**electronically transferring to [the auction system] a price cap that [an advertiser] is willing to pay for allowing delivery of an**

advertisement.” The “**price cap**” in Zeff is provided through the bid electronically submitted by an advertiser over the Internet. This qualifies as a “**price cap**” because it represents the highest amount the advertiser indicated it was willing to pay, at the time of the bid, for the auctioned advertising placements. (Schmandt, ¶142.) And as noted in **Fisher** [EX1006], discussed below, it also would have been obvious that such a bid could have represented the maximum amount the purchaser would have been willing to pay. (Schmandt, ¶143; Fisher, 12:65-13:2 (“When Proxy Bidding is employed, a bidder places a bid for the maximum amount they are willing to pay.”).)

A CPM-based bid also qualifies as a price cap specifying what an advertiser “**is willing to pay for allowing delivery of an advertisement,**” because it provides a price-per-display amount that is merely aggregated based on multiples of 1000. (Schmandt, ¶144.) Use of CPM to specify a “**price cap**” is consistent with the ’615 patent. (’615, e.g., 6:1-6 (“... the advertiser is willing to pay \$25 for every thousand ads (CPM) presented to people who visited that mutual fund section.”).)

Rationale and Motivation to Combine (Meyer and Zeff): Petitioner provided the rationale and motivation to combine Meyer and Zeff for claim 9(a). (Schmandt, ¶¶89-94.) But as to claim 9(c), the combination would have predictably resulted in the incentive system of Meyer in which the account provider (“**BT company**”), who desires to purchase advertisement placements on third party websites, electronically transmits a bid to the service provider computer (“**third party computer system**”)

reflecting a price cap it is willing to pay. (Schmandt, ¶145.) As explained in the next section, it would also have been obvious to transmit this price cap “**automatically.**” (Schmandt, ¶¶151-160.)

The combination would have been implemented in straightforward ways. For example, the service provider in Meyer, whose position is analogous to an ad network, could have offered an auction system allowing the account provider (and other advertisers) to bid for advertising placement on third party websites. (Schmandt, ¶146.) Indeed, ad networks often used auctions to sell advertising. (Schmandt, ¶¶141, 146.) As noted, the Flycast service, “an ad network with more than 700 sites that reaches more than 12 million people each month,” sold advertising in real-time using an auction. (Zeff, pp.0083-0084; *see also id.*, p.0033.)

Zeff provides several express motivations to combine by explaining that auctions are “a good place to buy and sell excess ad inventory,” which means that “advertisers can usually get pretty good prices on well-recognized sites,” and for publishers, “it’s a way to generate revenue on inventory that would otherwise go unsold.” (Zeff, p.0081; Schmandt, ¶149.) For the account provider in Meyer (“**BT company**”), whose position is analogous to an advertiser in Zeff as noted, an auction and bidding system could have resulted in a substantially lower price than the account provider might otherwise have paid. (Schmandt, ¶148.)

An ordinarily skilled artisan would have also appreciated that using an auction would have solved a problem for the service provider in deciding how much to charge for advertising. A known benefit of auctions is their ability to obtain the most appropriate price based on direct purchaser feedback through competitive bidding. (Schmandt, ¶147.) A skilled artisan would have had more than a reasonable expectation of success, and the proposed combination could have been readily implemented using conventional programming techniques and was fully enabled. (Schmandt, ¶150.)

“Automatically” Transferring the Price Cap

As noted previously, the language immediately following the preamble requires that each of the steps of claim 9 occur “**automatically with the BT computer system.**” The step of electronically transferring a price cap to the service provider computer in Meyer (“**third party computer system**”), under the proposed combination, would have been performed with the account provider computer (“**with the BT computer system**”) because it is the account provider (“**BT company**”) that is seeking to have its advertisements placed, and thus, its computer would have transmitted the bid. But Zeff does not appear to disclose that bids are electronically transmitted “**automatically,**” but this would have been obvious based on Meyer and Zeff, in further view of **Edlund [EX1005]**.

Edlund discloses techniques for automating bids in Internet auctions. (Edlund, Abstract, 2:35-37 (“The present invention solves the deficiencies associated with the prior art by allowing purchasers to manage their auction sites automatically.”).) In one embodiment, a purchaser manages a number of Internet auctions by providing a configuration profile for each auction site and specifying desired items and the prices it is willing to pay. (Edlund, 2:37-53, 2:54-61.) “The present invention will then automatically contact the desired auctions sites and perform a query (poll) in specific time intervals to determine whether the selected item is currently available for purchase. With this information one preferred embodiment will then automatically select the auction with the lowest current bid and place a bid there.” (Edlund, 2:61-67; *see also id.*, 4:58-5:6, 8:62-9:18.) Edlund thus discloses “**automatically**” contacting an auction site and electronically transmitting bids to the auction. (Schmandt, ¶¶152-153.)

Rationale and Motivation to Combine (Meyer and Zeff with Edlund): It would have been obvious to combine the teachings of Meyer and Zeff with Edlund, predictably resulting in the incentive system based on Meyer and Zeff with the further ability for the account provider computer (“**BT computer system**”) to automatically transmit a bid for Internet advertising. (Schmandt, ¶154.)

The proposed combination could have been implemented in a number of ways. For example, the account holder computer in Meyer could have been adapted,

based on the teachings of Edlund, to automatically search for Internet advertising packages across a number of auction sites. (Edlund, *e.g.*, 5:1-10, 6:46-49, 9:5-13.) For example, an account provider seeking to purchase advertising with the “Internet Travel Network” (using the example in Figure 7.12 of Zeff) could have configured the account provider computer to automatically search Internet advertising auction sites – including the one operated by the service provider – to locate and automatically place bids on matching advertisement packages. (Schmandt, ¶155.)

Meyer and Zeff are analogous references for the reasons expressed above. Edlund is also an analogous reference in the field of Internet-based commerce. Edlund would also have been reasonably pertinent to a problem facing the ’615 inventor of how to automate aspects of an Internet advertising system and thereby maximize revenue and profit derived from advertising sales. (Schmandt, ¶156.)

Edlund itself provides several express motivations to combine by explaining that without his automation techniques, “[p]urchasers have to do the entire bidding process manually,” requiring that they “carefully monitor their active auctions and must quickly react when other persons place higher bids on a desired item.” (Edlund, 2:27-30.) As anyone who had used a popular online auction site such as eBay would have recognized, manually monitoring auctions and submitting bids was not only burdensome, but often resulted in the purchaser needlessly losing the auction. The techniques of Edlund would have alleviated these known problems by automatically

submitting bids consistent with the purchaser's intent. (Schmandt, ¶157; Edlund, 3:5-11; *see also id.*, 3:12-14.)

As a further benefit, Edlund's techniques would have allowed an advertising purchaser to automatically monitor and place bids across *multiple* auction sites. (Schmandt, ¶158; Edlund, *e.g.*, 5:1-10, 6:46-49, 9:5-13.) This feature would have benefitted the proposed combination by "enhanc[ing] the probability of buying the desired item" (Edlund, 5:3-6), because it would have expanded the potential universe of auction sites for Internet advertising beyond a single site. (Schmandt, ¶158.) It would have been obvious that a desired package of Internet advertisements (such as the example in Figure 7.12 of Zeff) could have been listed on multiple auction sites and sold to multiple purchasers. (Schmandt, ¶¶158, 189.)

An ordinarily skilled artisan would have had more than a reasonable expectation of success, and could have implemented the proposed combination (which was fully enabled) using conventional programming techniques. (Schmandt, ¶159.) Edlund's disclosures would also have been broadly applicable to any Internet-based auction, including auctions for advertising. (Schmandt, ¶160.)

- (d) “[automatically with the BT computer system]” “at a second time, later than the first time, upon receiving a redirection of the first computer while the first computer is visiting one of the plurality of third party media properties, causing a selected advertisement to be served to the first computer, which advertisement is based on the profile information collected during the first computer’s visit to the first website, which profile information is in the profile of the first visitor maintained by the BT computer system, in exchange for a price less than the price cap.”

For convenience, Petitioner will first address how the proposed combination discloses service of “**a selected advertisement... to the first computer,**” and then explain how this occurs “**upon receiving a redirection.**” As shown below, the consumer can, after enrollment (“**at a second time, later than the first time**”) view a third party website and receive targeted incentives based on its member ID. Meyer discloses several examples of “**while the first computer is visiting one of a plurality of third party media properties, causing a selected advertisement to be served to the first computer,**” which is based on the collected profile information described for claim 9(b).

“A Selected Advertisement” – Based on Demographic Information

First, “**a selected advertisement**” in Meyer can take the form of an incentive icon that is selected for display while the consumer computer (“**first computer**”) is visiting a third party website (“**one of plurality of third party media properties**”). Meyer refers to the incentive icon as an “incentive existence message” (Meyer, 7:27-

30), and it “includes an audiovisual, for example an icon, and the audiovisual characteristics of the incentive existence message (including for example the icon shape, color, text associated with the message, and the wording) are dependent on one or more characteristics of the consumer.” (Meyer, 8:6-11; *see also id.*, 25:9-10.) The incentive icon itself can also cause “a direct online display” of the underlying incentive. (Meyer, 29:54-58.) As noted, the incentive icon can be displayed “in a variety of places on the Internet,” including “manufacturer Web sites,” “retailer Web sites,” among other locations. (Meyer, 27:66-28:4.)

Meyer further discloses that selection of an incentive icon can be “**based on the profile information collected during the first computer’s visit to the first website.**” As explained for claim 9(a)-9(b), “**the profile information**” can include information describing consumer characteristics such as demographic information collected during enrollment. (Meyer, 33:23-29 & Figs. 23-24, 23:58-64, 24:24-32, 29:19-21.) For example, if an incentive has a dynamically-determined existence message or icon, the member ID is obtained from the consumer computer and used to retrieve member information from the account provider computer, including demographic information. (Meyer, 29:5-21.) This information is then used to dynamically select and display the incentive icon. (Meyer, Fig. 16 & 29:22-27.) “For example, a Web page may retrieve and display an incentive icon for men’s

clothing when the member is a male and for women's clothing when the member is a female." (Meyer, 38:11-13; *see also id.*, 10:4-10; Schmandt, ¶¶163-165.)

Meyer thus discloses causing **"a selected advertisement [i.e. a selected incentive existence message/icon] to be served to the first computer [i.e. to be sent to and displayed on the consumer computer], which advertisement is based on the profile information collected during the first computer's visit to the first website [i.e. based on the member and demographic information collected during the enrollment process as fully described for claim 9(a)], which profile information is in the profile of the first visitor maintained by the BT computer system [i.e. in member database 111 maintained in a member profile by the account provider computer as described for claim 9(b)]."** This process also occurs **"automatically"** because the user need not take any specific action on the first website to cause the incentive existence message/icon to appear. (Schmandt, ¶166.)

"A Selected Advertisement" – Based on Behavioral Information

The incentive selection system of Meyer is not limited to using *demographic* profile information. For example, as fully explained for claim 9(b), Meyer can collect *behavioral* profile information, such as "clipped" incentives, and store this profile information with the member's account in member database **111** maintained by the account provider computer. (Meyer, 21:29-32, 36:65-67.) An incentive can be selected for a user based on its previously-clipped incentives:

From time to time, the service provider can transmit targeted information to members about the incentives they have clipped ... The information may also be displayed to the user whenever the member requests viewing an incentive or whenever the member clips an incentive or whenever a member clicks a general icon. The targeted information on a clipped incentive typically includes that the incentive may expire soon that there are new related incentives (e.g., other incentives in the same category), etc.

(Meyer, 37:56-38:2.) Meyer further discloses the ability to present incentives to consumers based on “consumer factors” such as “past purchasing behavior” that has been recorded. (Meyer, 6:34-43; *see also id.*, 26:24-31; Schmandt, ¶167.)

The use of collected behavioral information in Meyer therefore discloses a second way of causing **“a selected advertisement to be served to the first computer,”** with the **“selected advertisement”** in this instance corresponding to either a previously-clipped incentive (for example, one that might expire soon), “new related incentives” in “the same category” (Meyer, 37:56-38:2), or incentives presented based on past purchasing behavior, as noted. The selected advertisement was **“based on the profile information collected during the first computer’s visit to the first website,”** *i.e.*, in this embodiment, behavioral information collected when the consumer computer visited the third party website as explained for claim 9(b). This profile information is also **“in the profile of the first visitor maintained by the BT computer system,”** as noted, because it is stored in the member account

of member database **111** maintained by the account provider computer as explained for claim 9(b). (Schmandt, ¶¶168, 127-128.)

Meyer also makes clear that serving an incentive to the consumer computer, based on behavioral information, can occur “**automatically**.” As noted, one of the ways in which targeted incentive information can be displayed is in response to a request to view an incentive. (Meyer, 37:62-66.) In one embodiment, this occurs when the user manually clicks an incentive icon. (Meyer, *e.g.*, 29:53.) But Meyer discloses an alternative in which incentive information can be automatically displayed when the incentive icon is displayed. (Meyer, *e.g.*, 10:54-56, 11:7-13, 12:24-34, 29:54-58.) As a result, when the consumer computer (“**first computer**”) accesses a third party website, the targeted information about incentives could have been “**automatically**” served to the consumer computer. (Schmandt, ¶169.)

“Upon Receiving a Redirection”

In each of the scenarios described above, service of a selected advertisement to the first computer occurs “**upon receiving a redirection of the first computer while the first computer is visiting one of the plurality of third party media properties**,” as claimed. This is because display of the incentive and the incentive icon occurs as a result of a URL embedded on the third party website that causes the web browser to redirect to the service provider computer. For example, in the embodiment where the icon is provided via a JAVA server program (servlet):

In the case of a servlet, the display of the incentive icon is implemented in the preferred embodiment by including a URL on the page on the Web where the icon is to be displayed, the URL pointing to the service provider Web site and used to retrieve the image displayed by the incentive icon. The URL points to a general purpose JAVA servlet, specifies that it wants the incentive's icon, and includes an argument with an identifier for the appropriate incentive. For example:

```
http://iq.com/servlet/CouponServlet/icon?incentiveld  
=  
IQDemo^sonycam-100
```

which is for the simple case of a known value discount incentive. The JAVA servlet is run as part of the SRVPRVD process on the incentive information computer.

(Meyer, 28:11-26; *see also id.*, 38:6-10 (“That is, HTML is embedded in various locations that includes the URL of a servlet that selects one or more incentives and displays the incentive icons according to one or more characteristics of the consumer”).) In the example in Meyer above, when the consumer computer visits the third party website, the web browser responds to the URL by contacting the service provider computer (at “iq.com”) to retrieve the incentive icon. (Schmandt, ¶170.) Similar to the incentive icon process above, in one embodiment, the underlying incentive can be delivered in response to a URL “specifying that [the visitor] wants the incentive rather than the icon, and identifying which incentive it wants.” (Meyer, 31:8-16.) As noted, the incentive icon can also automatically cause

information about the incentive itself to be displayed (without requiring that the user click on it). (Meyer, 29:54-58, 10:54-56, 11:7-13, 12:24-34.)

This process qualifies as “**receiving a redirection of the first computer,**” as claimed because the URL causes the consumer computer (“**first computer**”) to “redirect,” *i.e.* read information from a location different from the third party website (“**first website**”), in this case from the service provider computer at the “iq.com” domain. The URL redirection described in Meyer is consistent with the ’615 patent, which describes redirecting the web browser to another site to obtain content for the current page (such as an ad). (Schmandt, ¶171; ’615, 1:61-64, 4:9-13, 5:37-55; *see also Microsoft Computer Dictionary* (5th ed. 2002) [EX1012], p.005 (“**redirection** *n.* The process of writing to or reading from a file or device different from the one that would normally be the target or the source.”).)

“automatically with the BT computer system”

Meyer also discloses and renders obvious performance of claim 9(d) “**automatically with the BT computer system.**” Petitioner previously explained how the process occurs “**automatically,**” because the visitor does not have to take any action on the first website to cause the incentive icon or incentive to appear. (Schmandt, ¶¶166, 169.) It also occurs “**with the BT computer system**” because the account provider computer (“**the BT computer system**”) works with the service provider computer to cause incentives to be displayed in a manner that satisfies claim

9(d). The account provider computer, in fact, performs the critical step of providing member information based on the member ID, which is essential to selecting and displaying the incentive to the user. (Meyer, *e.g.*, 29:16-21, 32:37-46.)

As shown above, Meyer also relies on the service provider computer (“**third party computer system**”) to perform certain aspects of the incentive display process detailed above, including responding to the URL that causes display of the incentive icon or incentive. But this presents no obstacle to obviousness of claim 9(d) because the claim only requires performance “**automatically with the BT computer system,**” and not “**automatically by the BT computer system.**” The above-described incentive delivery process is automatically performed “**with**” the account provider computer (“**BT computer system**”) because, as explained, the account provider computer provides member information that is essential to the process of selecting and delivering incentives. (Schmandt, ¶¶173, 165; Meyer, 29:5-21.)

Meyer is unclear as to precisely which computer within its system is responsible for performing the step of claim 9(d) of “**causing a selected advertisement to be served to the first computer,**” but even if claim 9(d) were narrowly construed to require it be performed by (and not just with) the “**BT computer system,**” such a requirement would have nevertheless been obvious.

It would have been obvious to implement Meyer such that the account provider computer (instead of the service provider computer) performs the actual

selection of an advertisement for the first computer upon receipt of a redirection, and causes the selected advertisement to be served. As noted for claim 9(a), it is the account provider computer (“**BT computer system**”) in Meyer – not the service provider computer – that stores member demographic information used to target incentives and incentive icons to members. (Meyer, 33:30-33, 29:5-21; Schmandt, ¶¶175, 109.) Nothing in Meyer suggests that this information is also stored in the service provider computer. It thus would have been obvious to rely on the account provider computer to select and cause an incentive to be served, because it already has the information needed to perform that task. (Schmandt, ¶175.)

An ordinarily skilled artisan would have been motivated to implement Meyer in this way for at least two reasons. First, it would likely have increased efficiency by avoiding the need for the account provider computer to transmit the demographic information to another computer. (Schmandt, ¶176; Meyer, 29:5-21.)

Second, a skilled artisan would have been motivated to implement Meyer in this way when, as with the proposed combination, the service provider and the account provider are different entities. As explained for claim 9(a), transferring personal demographic information to the service provider computer could have jeopardized member privacy. (Schmandt, ¶¶110, 177.) As also mentioned for claim 9(b), the account provider computer also maintains full records of the behavioral profile information including incentives previously clipped by members. (Meyer,

36:65-67.) It thus would have been obvious to rely on the account provider, which has full access to the demographic and behavioral profile information, to select and cause service of an incentive icon and/or incentive to the consumer computer. This would have beneficially enabled the system to dynamically target incentives without having to transfer potentially sensitive member information to another entity (*i.e.*, the service provider), where it could be misused. (Schmandt, ¶177.)

The privacy benefits of this implementation were well-known. (Schmandt, ¶178.) This is confirmed by **Fletcher** [EX1011], which states that “privacy is becoming a very important part of building and managing a modern web site.” (Fletcher, p.0026; *see also id.*, pp.0028-0029.) Fletcher shows one example of how popular websites such as the New York Times promised users to not share personal information with third parties without consent:

2. TELL US ABOUT YOURSELF

We'll keep your information private. The following fields are required. NYTimes.com respects your privacy, so we will never share any personal information without your consent.

Gender: ☐ Male ☐ Female	Year of Birth: 19 (Click here if you are under 13)
Zip Code: 	Country of Residence: United States
Household Income Range: --Select One--	Industry in which you work: --Select One--
Job Title: --Select One--	Job Function: --Select One--
Please select your usage of <i>The New York Times</i> newspaper: --Select One--	

Personal information required on the registration page, with an easy to find link to the NYTimes.com privacy statement

(Fletcher, p.0045 (red underlining added).) As shown, the registration page for NYTimes.com clearly informed the user “**we will never share any personal information without your consent,**” and provides a link to the applicable privacy policy. (*Id.*) The reference to a privacy policy is consistent with Meyer, which provides a “hyperlink describing the service, including the service’s privacy and security policy” (Meyer, 32:67-33:4), when a new member enrolls.

These privacy concerns would have motivated an ordinarily skilled artisan to implement the account provider computer in Meyer (“**BT computer system**”) to carry out the incentive selection process that “**caus[es] a selected advertisement to be served to the first computer,**” as explained. (Schmandt, ¶178.) Petitioner has also separately provided **Ground 2** which provides a further support and rationale, in combination with **Tittel**, to implement Meyer in this manner.

Finally, relying on the *account provider computer* to select the incentive and cause it to be displayed on the consumer computer would not have rendered superfluous the *service provider computer* in the system. Under the proposed combination, the service provider computer maintains its important role, consistent with a conventional ad network, of enabling incentives to be delivered to the many participating third party websites. (Schmandt, ¶179.)

“in exchange for a price less than the price cap”

Claim 9(d) concludes by reciting that a selected advertisement is served to the first computer “**in exchange for a price less than the price cap.**” As explained for claim 9(c), it would have been obvious to display advertisements “**in exchange for**” a “**price cap,**” *i.e.*, a bid representing the amount the account provider is willing to pay for display of its advertisement. (Schmandt, ¶¶142-145.)

But the prior art discussed thus far does not disclose that the advertising would have been delivered in exchange for “**a price less than the price cap.**” But this feature would have been obvious in further view of **Fisher** [EX1006], which discloses known techniques for enhancing electronic auctions.

First, Fisher discloses a “proxy bidding” technique that would have been familiar to anyone who had used the popular eBay auction site. (Schmandt, ¶183.) Proxy bidding allows a purchaser to win the auction and pay an amount “**less than**” its maximum bid amount. This is because with proxy bidding, a purchaser transmits a bid representing the maximum price it is willing to pay. The auction system does not immediately bid that maximum amount on behalf of the purchaser – it instead places a bid for the purchaser incrementally above the currently-winning bid. If someone else submits a higher bid, the auction service places another incrementally-higher bid on behalf of the purchaser in an attempt to win the auction – and if necessary repeats this process until reaching the purchaser’s maximum price.

(Fisher, 12:63-13:24, 9:19-26.) This enables a purchaser to win the auction with a winning bid “**less than**” its maximum price. (Schmandt, ¶183.)

Fisher discloses a second way in which an auction could result in the winning bidder paying “**less than**” its bid amount, referred to as a “Dutch auction”:

The electronic auction system of the present invention also provides a “Dutch Auction” format, wherein the electronic auction system awards the merchandise to all of the top bidders for whom there is available inventory at the price bid by the lowest successful bidder.

(Fisher, 10:29-33.) For example, suppose a seller wishes to auction 100 of a specific item, and 1,000 bidders place bids. The top 100 bidders will win the auction, but will each pay the lowest bid price offered among those top 100 bidders. As a result, any winning bidder who submitted a bid above the lowest winning bid will pay an amount that is “**less than**” its bid. (Schmandt, ¶184.)

Rationale and Motivation to Combine (Meyer, Zeff, and Edlund, in further view of Fisher): It would have been obvious to combine the teachings of Meyer, Zeff, and Edlund, as discussed for claim 9(c), with the further teachings of Fisher. Under the further combination with Fisher, the advertisement would be delivered “**in exchange for a price less than the price cap,**” because with either proxy bidding or a Dutch auction as described in Edlund, the account provider could have

obtained incentive delivery for an amount less than the bid amount (“**price cap**”) it transferred to the service provider computer. (Schmandt, ¶185.)

As noted, Meyer, Zeff and Edlund are analogous references. Fisher is also an analogous reference in the field of Internet-based commerce. Fisher would have been reasonably pertinent to a problem facing the ’615 inventor of how to structure an advertising system to maximize revenue and profit from advertising sales, and how to maximize the return-on-investment for an advertiser by providing safeguards against paying more than necessary. (Schmandt, ¶186.)

An ordinarily skilled artisan would have had ample motivation to combine. With respect to proxy bidding, it can beneficially prevent a purchaser from significantly overpaying if it submits an abnormally high bid. (Schmandt, ¶187.) Fisher explains that proxy bidding “allows bidders to participate in the electronic auction without revealing to the other bidders the extent to which they are willing to increase their bids, while maintaining control of their maximum bid without closely monitoring the bidding.” (Fisher, 13:15-20.) This feature thus “guarantees proxy bidders the lowest possible price up to a specified maximum without requiring frequent inquiries as to the state of the bidding.” (Fisher, 13:21-24.) A skilled artisan would thus have been motivated to adapt the service provider computer in Meyer to provide proxy bidding to improve auction fairness. (Schmandt, ¶187.)

Fisher also provides express motivations to employ a “Dutch auction” format: “This format may be preferred by customers for being the most fair when a plurality of a specific item is being auctioned.” (Fisher, 10:33-35.) This is because the Dutch auction guarantees that everyone who wins pays the same price. This would have directly benefitted the proposed combination in situations when a particular advertising package is sold to a number of advertisers – which would have been commonplace before the ’615 patent. (Schmandt, ¶¶188-189.)

The use of proxy bidding and Dutch auction techniques would also have been entirely complementary to Edlund’s automated auction bidding techniques. (Schmandt, ¶190.) A skilled artisan would have had a reasonable expectation of success and could have implemented the proposed combination, which was fully enabled, using conventional programming techniques. (Schmandt, ¶191.)

2. Claim 10: “The system of claim 9 wherein, in the method performed by the system, the advertisement is automatically served to the first computer along with content of the one of the media properties visited by the first computer.”

As explained for claim 9, when the incentive icon or the incentive itself in Meyer (“**the advertisement**”) is automatically served to the consumer computer (“**first computer**”), it is presented along with content of the third party website on which the incentive appeared (“**content of the one of the media properties visited by the first computer**”). As explained, incentive icons and incentives can appear

on “manufacturer Web sites where products are described; retailer Web sites where products are sold; affinity Web sites for special interests such as entertainment, sports or travel; ad banners on Web pages,” among other places. (Meyer, 27:66-28:4; *see also id.*, 24:34-38, 25:11-16 (incentive icon “typically is a graphic icon defined by some lines of HTML which are embedded in HTML definitions of pages at various sites on the Internet.”), 27:66-28:25.) It would have been obvious that these websites would have displayed their own content along with the displayed incentive icon and/or incentive. (Schmandt, ¶192.)

3. Claim 11: “The system of claim 9 wherein the method performed by the system further comprises, automatically with the BT computer system, after part (d), recording data indicating that the BT company owes the price to a proprietor of the computer system controlling advertising space on the plurality of media properties.”

As explained for claim 9(b), the account provider computer in Meyer (“**BT computer system**”) can automatically record that an incentive icon or an incentive itself (either qualifying as an “**advertisement**”) has been delivered to a user. (*See* Meyer, 29:27-35 (noting that viewing instance of an incentive icon can be recorded in the MMBR-DB (member database), 34:48-65 (“Once the incentive is displayed.... The SRVPRVD process **307** is accessed to record the view event.... Note that in alternative embodiments, this information may be stored in the member database.”).) An ordinarily skilled artisan would have understood and found it

obvious that this information was recorded “**automatically**,” as explained for claim 9(b). (Schmandt, ¶¶193, 135.)

This information also represents “**data indicating that the BT company owes the price to the proprietor of the computer system controlling advertising space on the plurality of media properties.**” (Schmandt, ¶194.) This is because, under the proposed combination, the “**price**” was based on CPM and thus based on display of the advertisement. Using the example for claim 9 above, if the account provider (“**BT company**”) won an auction at a CPM price of \$7.00, it has agreed to pay \$0.0070 for each incentive placement. Once an incentive has been delivered – as indicated by the records maintained by the account provider in Meyer (“**BT company**”) – the account provider owes that price to the service provider (“**the proprietor of the third party computer system**”) because the service provider has delivered on its promise as to that incentive. (Schmandt, ¶194.)

It is not clear whether claim 11 requires that the BT company actually pay for the advertising until after it is delivered. The claim does not appear impose such any requirement as it talks only about recording that the BT company owes the price, *i.e.*, that the BT company has an obligation to pay – an obligation that can exist independently of the timing of payment. But even if the claim further required that the BT company not pay until after part (d), it would have been obvious to implement the proposed combination in this manner, among other reasons, to avoid the risk to

the BT company of prepaying for advertisements that end up not being delivered.
(Schmandt, ¶¶196-197 (citing EX1008, p.0024).)

4. Claim 12: “The system of claim 9 further comprising...”

Claim 12 does not add any limitations not already discussed for claim 9(d).
As discussed, under the proposed combination, the system in Meyer causes a selected incentive icon or incentive (“**an advertisement**”) to be selected based on demographic and/or behavioral information stored by the account provider computer (“**based on visitor profile information in the storage**”), and serves the incentive icon or incentive to the consumer computer (“**serving the selected advertisement to the first computer**”). (Schmandt, ¶198.)

C. Ground 2: Claims 9-12 Are Obvious Over Meyer in View of Zeff, Edlund, and Fisher, in Further View of Tittel

As explained for **Ground 1**, the steps of claim 9 require that they be performed “**automatically with the BT computer system,**” as recited immediately after the preamble. As explained in the discussion of claim 9(d) above, if the claim were narrowly interpreted to require that the functions of claim 9(d) had to be performed **by** (and not just **with**) the BT computer system, it would have been obvious to implement the proposed combination such that the account provider computer (“**BT computer system**”) performs the actual selection of an incentive for delivery to the consumer computer.

Ground 2 cites **Tittel [EX1007]** to provide a further basis and additional rationale to implement claim 9(d) under the proposed combination in this manner. For all other claim limitations, the analysis from **Ground 1** applies.

As was well-known, an image is typically included on a web page by including a URL that causes the browser to contact a server and retrieve the image for display. (Tittel, p.0047.) Tittel provides an example using the standard HTML image tag that includes a URL specifying an image (called “dotred.gif”) on the same server that provided the underlying webpage:

Hitting the (red) spot with an tag

Let’s pick on that harmless-looking bullet point and turn it red. Adding an image to your HTML document is as simple as inserting a line using the tag:

```
<IMG SRC="graphics/dotred.gif">
```

This line contains a *reference* (URL) for a .GIF file named dotred.gif. In this case, it’s a relative reference that points to a file that the Web server expects to find in a subdirectory named graphics — skulking directly beneath the directory where the current page (the page from which the link is called) resides.

(Tittel, p.0047.)

But Tittel confirms that there is no requirement in HTML that the image URL point to the same server providing the current web page – it can point to any accessible web server that can be expressed as a URL:

Snagging an image from far away

If you wanted to link to an image file of a red dot (`dotred.gif`) located on another Web site, you'd have to use an absolute URL (sometimes called a *full URL*) in the `<img>` tag, like this:

```

```

If you use a full URL to a faraway site in a link on your page, then every time a user loads the image, the browser that hosts the Web page actually links to the other remote Web server to retrieve the graphic. This increases the time needed for the browser to load the file (not a kindly gesture). If the remote location is not online, the browser can't load the image at all (an even unkindlier gesture). Therefore, it usually works better if you keep your graphics in the same place on your own server and thus avoid getting the unkindest gesture of all — mass exodus of your visitors.

(Tittel, p.0047.) The technique described above is an example of “**redirection**” because the URL causes the web browser to “actually link[] to the other remote Web server to retrieve the graphic,” in this example, the server at “someothersite.net.” And although Tittel states that this redirection technique may have drawbacks in certain situations (*id.*), those considerations would have been irrelevant to the proposed combination with Meyer as explained below. (Schmandt, ¶¶203, 208.)

Rationale and Motivation to Combine (Ground 1 Prior Art with Tittel): It would have been obvious to combine the prior art cited for **Ground 1** with **Tittel**, predictably resulting in the incentive system under the proposed combination in which the incentive icon in Meyer are provided to the third party website as a result of a URL that points to the account provider computer (“**BT computer system**”), thus resulting in a “**redirection**” of the web browser to the account provider

computer to retrieve the incentive icon for display. (Schmandt, ¶204.) This provides another basis to implement Meyer under the proposed combination such that the step of **“upon receiving a redirection of the first computer while the first computer is visiting one of the plurality of third party media properties, causing a selected advertisement to be served to the first computer,”** would have been performed by the account provider computer (**“BT computer system”**).

The proposed combination would have been straightforward, and in fact, trivially simple, to implement. (Schmandt, ¶¶205, 209.) As explained for claim 9(d) in **Ground 1**, a third party website in Meyer includes a URL that points to software (“servlet”) on the service provider that causes display of the incentive icon. (Meyer, 28:11-26; *see also id.*, 38:6-10 (“That is, HTML is embedded in various locations that includes the URL of a servlet that selects one or more incentives and displays the incentive icons according to one or more characteristics of the consumer”).) In one example, it would have been obvious to adapt the service provider “servlet” in Meyer to respond to the URL by sending to the web browser – instead of the incentive icon or incentive itself – a second URL pointing to the account provider computer (**“BT computer system”**) where the incentive icon can be retrieved. That URL, as described in Tittel and known to skilled artisans, would have caused the account provider computer to receive a redirection from the consumer computer, to which it would have responded by providing the incentive icon and delivering the

incentive as described for claim 9(d) in **Ground 1**. (Schmandt, ¶205.)

Tittel is an analogous reference in the field of web-based delivery of information. Tittel is a general reference book about implementing web-based systems using HTML that would have been reasonably pertinent to problems facing the '615 inventor including how to use redirection to retrieve content for a current page from another site. (Schmandt, ¶206.)

An ordinarily skilled artisan would have been motivated to combine Meyer with Tittel in this manner. As detailed for **Ground 1**, the account provider in Meyer (“**BT company**”) can, for example, be an “external membership organization” such as a credit card issuer. (Meyer, 26:19-22; *see also id.*, Fig. 22 & 33:10-14, 30:23-32.) For such an organization, Meyer discloses a feature for *dynamically* serving an incentive icon. (Meyer, 30:22-32.) For example, “a different version of the same base incentive icon may be used according to the characteristics of the consumer, including whether or not the consumer is a member or is a member of an external membership organization, and including where on the network the icon is being viewed.” (Meyer, 24:27-32.) Meyer makes clear that the information needed to select the incentive icon for this feature (*i.e.* the consumer’s characteristics or demographic information and membership in external membership organization) is stored by the account provider computer. (Meyer, 29:16-21.) And as explained for **Ground 1**, it would have been obvious and beneficial to implement the proposed

combination such that this information was available only to the account provider computer (and not the service provider computer), for example, to ensure member privacy. (Schmandt, ¶¶207, 177-178.)

Tittel expressly confirms that his redirection techniques are particularly useful in this very situation, *i.e.*, when the content of an image may vary or change:

Absolute URLs do require judicious, careful, and limited use, though that doesn't mean you have to avoid them on pain of cyberwarts. If your site can benefit from links to remote images that change over time (such as a weather map, clock, or Webcam picture), or from a large, complex image in a file too big to park on your server, you might want to try such a link. In the first case, the other site maintains the changing image and your users see it directly from their sites, included in your page. In the second case, you save on server disk space by pointing to a remote location for a multimegabyte picture. (Of course, you may want to warn your users about what they're getting into before you encourage them to click.)

(Tittel, p.0048 (red emphasis added).) This technique from Tittel would have beneficially enabled the account provider computer in Meyer to dynamically select the most appropriate incentive icon. It therefore would have been obvious to adapt the proposed combination to provide a URL to the browser, which in turn would cause a redirection to be received by the account provider computer. The account provider computer could then respond by selecting and delivering the most appropriate icon based on member information. (Schmandt, ¶¶207.)

Nothing in Tittel would have “taught away from” or otherwise discouraged the proposed combination. The passages from Tittel above observe that using URL redirection creates a dependency on the remote web server. (Tittel, p.0047.) But

these considerations would have been carried no weight in the proposed combination because the system in Meyer already relies on the account provider computer for the display of incentive icons. (Meyer, 29:5-21.) The proposed combination thus would have imposed no new dependencies. And any potential downsides to using URL redirection would have been outweighed by the benefits above. (Schmandt, ¶208.) A skilled artisan would have had a reasonable expectation of success as the techniques in Tittel were well-known and fully enabled. (Schmandt, ¶209.)

VII. CONCLUSION

Petitioner respectfully requests IPR institution.

Dated: December 22, 2022

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE WITH WORD COUNT

Pursuant to 37 C.F.R. § 42.24(d), I certify that this petition complies with the type-volume limits of 37 C.F.R. § 42.24(a)(1)(i) because it contains 13,991 words, according to the word-processing system used to prepare this petition, excluding the parts of this petition that are exempted by 37 C.F.R. § 42.24(a) (including the table of contents, a table of authorities, mandatory notices, a certificate of service or this certificate word count, appendix of exhibits, and claim listings).

Dated: December 22, 2022

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Amazon.com, Inc., Amazon Web Services,
Inc., and Amazon.com Services LLC

CERTIFICATE OF SERVICE

I hereby certify, pursuant to 37 C.F.R. Sections 42.6 and 42.105, that a complete copy of the attached **PETITION FOR INTER PARTES REVIEW OF U.S. PATENT NO. 9,830,615**, including all exhibits (**Nos. 1001-1016**), are being served via Federal Express on December 22, 2022, upon Patent Owner by serving the correspondence address of record with the USPTO as follows:

Intent IQ, LLC
37-18 Northern Boulevard, Suite 404
Long Island City, NY 11101

Additionally, the foregoing was also served via Federal Express upon counsel of record for Patent Owner in the litigation pending before the U.S. District Court for the Western District of Texas entitled *AlmondNet, Inc. and Intent IQ, LLC v. Amazon.com, Inc.*, Case No. 6-21-cv-00898 (W.D. Tex.) as follows:

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Dated: December 22, 2022

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