IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

DODOTS LICENSING SOLUTIONS LLC, **Plaintiff,** **v.** **APPLE INC., BEST BUY STORES, L.P., BESTBUY.COM, LLC, AND BEST BUY TEXAS.COM, LLC,** **Defendants.**	**Case No. 6:22-cv-00533-ADA-DTG**
DODOTS LICENSING SOLUTIONS LLC, **Plaintiff,** **v.** **SAMSUNG ELECTRONICS CO., LTD., SAMSUNG ELECTRONICS AMERICA, INC., BEST BUY STORES, L.P., BESTBUY.COM, LLC, AND BEST BUY TEXAS.COM, LLC,** **Defendants.**	**Case No. 6:22-cv-00535-ADA-DTG**

DEFENDANTS APPLE INC., SAMSUNG ELECTRONICS CO., LTD., SAMSUNG ELECTRONICS AMERICA, INC., BEST BUY STORES, L.P., BESTBUY.COM, LLC, AND BEST BUY TEXAS.COM, LLC's
IDENTIFICATION OF CLAIM CONSTRUCTIONS

Defendants Apple Inc., Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., Best Buy Stores, L.P., Bestbuy.com, LLC, and Best Buy Texas.com, LLC (collectively "Defendants") hereby provide their Preliminary Proposed Constructions of Claim Terms. The preliminary proposed constructions set forth herein cover U.S. Patent Nos. 9,369,545; 8,020,083; and 8,510,407. Unless otherwise indicated below, any occurrence of a listed claim term, phrase,

and/or clause is intended to receive the same construction across all patents-in-suit for which the listed term, phrase, and/or construction is proposed for construction.

Defendants reserve the right to modify, supplement, or amend the list of claim terms, phrases, and/or clauses set forth below. Additionally, Defendants reserve the right to request separately the construction of portions of the identified claim terms, phrases, and/or clauses.

Defendants further reserve all rights to assert that terms, phrases, and/or clauses in the patents-in-suit are invalid under 35 U.S.C. § 112, other than as indefinite, including without limitation the terms, phrases, and/or clauses listed in this Preliminary Proposed Constructions of Claim Terms and/or the terms, phrases, and/or clauses listed in Defendants' Preliminary Invalidity Contentions and any supplements thereto.

The inclusion of any claim term, phrase, and/or clause listed is not intended, and should not be construed to mean, that any such term, phrase, and/or clause has a special or uncommon meaning. Additionally, the inclusion of any claim term, phrase, and/or clause on this list is not intended and does not constitute an admission that the term, phrase, and/or clause is capable of construction and not indefinite under 35 U.S.C. § 112, lacking enablement or adequate written description, or otherwise incapable of construction. Defendants reserve the right to contest any such term, phrase, and/or clause, and the validity of any claim of the patents-in-suit.

This list is proposed constructions is preliminary and Defendants reserve the right to add, delete, and/or amend claim terms, phrases, and/or clauses from the list based on, without limitation, the list(s) propounded by DoDots Licensing Solutions LLC ("DoDots") or any information learned throughout the course of the claim construction process.

To the extent the claim terms, phrases, and/or clauses set forth below include particular terms, phrases, and/or clauses appropriate to be construed separately, such terms, phrases, and/or

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clauses are deemed part of this disclosed Preliminary Proposed Constructions of Claim Terms. Similarly, to the extent it is appropriate to construe terms, phrases, and/or clauses listed below in the context of additional claim language, such additional language is deemed part of this disclosure.

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DEFENDANTS' PRELIMINARY PROPOSED CONSTRUCTIONS OF CLAIM TERMS

Claim Term	Claims	Construction
"networked information monitor"	'083 pat.: cls. 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14 '407 pat.: cls. 1, 11, 12, 13, 22, 24 '545 pat.: cls. 1, 12, 13	"fully configurable frame, with one or more controls, through which content is presented to the user"
"networked information monitor template"	'083 pat.: cls. 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16 '407 pat.: cls. 1, 2, 3, 4, 8, 10, 11, 12, 13, 20, 22, 24 '545 pat.: cls. 1, 5, 6, 7, 8, 9, 13, 15	"data structure which defines the characteristics of a NIM, including the NIM frame, view and control characteristics, and which excludes executable applications/compiled code"
"is accessible" / "is available"	'083 pat.: cls. 1, 4, 9, 12 '407 pat.: cls. 1, 13	"can be transmitted at the time the content is requested"
"lacks controls for manually navigating a network"	'083 pat.: cls. 1, 4, 9, 12	"lacks controls for manually navigating a network (e.g., a forward browsing button, a backward browsing button, a URL entry field, and/or other manual navigation controls)"
"computer program modules being configured to access the networked information monitor defined by the networked information monitor template"	'407 pat.: cl. 1	Indefinite (means-plus-function). Means: "computer program modules" Function: "configured to access the networked information monitor defined by the networked information monitor template."
"instructions configured (i) to cause the [first/second] networked	'083 pat.: cls. 1, 4, 9, 12	Indefinite (means-plus-function).

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information monitor to request content from the network location in the [second] content reference via the TCP/IP protocol, and (ii) to cause the [first/second] networked information monitor to generate the graphical user interface of the [first/second] networked information monitor with the content received from the network location via the TCP/IP protocol within the frame"		Means: "instructions" Function: "configured (i) to cause the first networked information monitor to request content from the network location in the content reference via the TCP/IP protocol, and (ii) to cause the first networked information monitor to generate the graphical user interface of the first networked information monitor with the content received from the network location via the TCP/IP protocol within the frame"
"the application media package template"	'407 pat.: cl. 13	Indefinite.
"time-varying content" / "content being time-varying"	'407 pat.: cls. 1, 2, 9, 13, 21	Indefinite.
"web browser readable language"	'545 pat.: cl. 1 '407 pat.: cls. 1, 13	"standard Internet content that is capable of being parsed by a browser, such content including HTML, Java script, XML, CSS, streaming media, Flash, HTTPS, cookies, etc.,"
"wherein accessing the networked information monitor defined by the networked information monitor template results in: transmission, over a network to a web server at a network location, of a content request for content to be displayed within the frame of the viewer graphical user interface defined by the networked information monitor template;	'407 pat.: cls. 1, 13	Indefinite.

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reception, over the network from the web server at the network location, of content transmitted from the web server in response to the content request, the content being time-varying; presentation, on the display, of the viewer graphical user interface defined by the networked information monitor template outside of and separate from any graphical user interface of any other application; and presentation, on the display within the frame of the viewer graphical user interface defined by the networked information monitor, of the time-varying content received from the web server."		
"The method of claim 1, further comprising . . .	'407 pat.: cl. 2	Indefinite.
"the networked information template"	'545 pat.: cl. 15	Indefinite.
"frame"	'083: cls. 1, 4, 9, 12 '407: cls. 1, 13	Plain and ordinary meaning.

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Respectfully submitted,

DLA PIPER LLC (US)

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 1, 2023, the foregoing document was served electronically to all counsel of record.

/s/ David M. Hoffman
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