

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Duration Media LLC
Petitioner,

v.

Rich Media Club LLC
Patent Owner.

Case IPR2023-00953
U.S. Patent 11,443,329

SECOND DECLARATION OF IGOR TCHIBIREV

Contains Confidential Information

1. My name is Igor Tchibirev. I have personal knowledge of the facts set forth in this declaration and, if called to testify, could and would testify competently as follows.

2. This Declaration supplements my previous declaration to add the following information.

3. First, I can confirm that the assignment records filed with the Patent Office of both the '329 Patent and the Krassner reference, which have been submitted as exhibits 2015 and 2016 are true and correct copies of the assignments.

4. The respective inventors assigned all divisionals, continuations, and continuations-in-part of Application Nos. 11/643,245 and 60/753,536, including Application Nos. 12/384,403, 12/316,781 and 11/803,779 to Rich Media Club, LLC on December 19, 2006 and November 24, 2008. Exs. 2015, 2016.

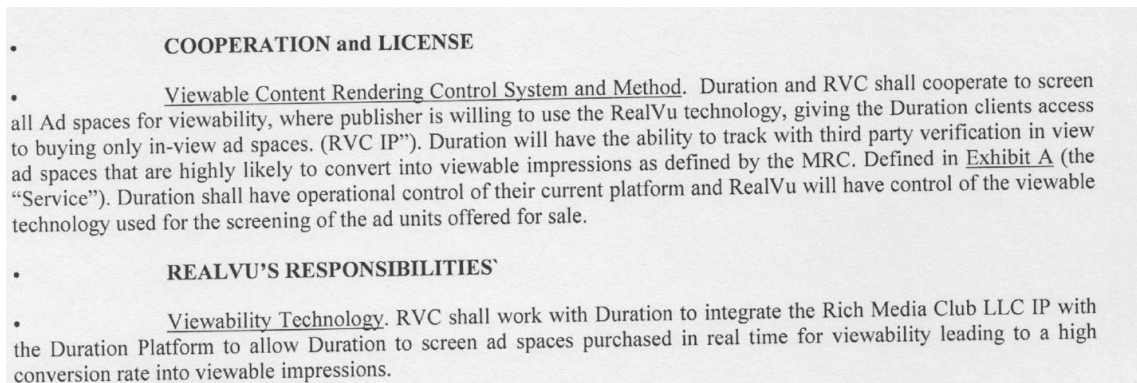
5. At the time of the invention of the '329 Patent, the '329 Patent and the Krassner reference were commonly owned.

6. Second, I have reviewed the company's data stored in a company database, which are generated as a result of the "second print" software for which I am responsible. Based on my review, RealVu has generated over [REDACTED] from second print ads that are covered by at least claims 1, 2, 3 and 6, 7, and 8 of the '329 Patent.

7. I have also reviewed the claim charts submitted as exhibits 2046-49 in this matter and confirm that they accurately describe the operations of both the RealVu Content Rendering and Control system and Duration Media's products relating to second print ads.

8. I have previously explained that RealVu and Duration Media entered a Cooperation Agreement in 2018, which has been submitted as Confidential Exhibit 2009. In addition to the Cooperation Agreement, the parties also signed a Non-Disclosure Agreement, a true and correct copy of which has been submitted as Exhibit 2019.

9. The Cooperation Agreement provided that RealVu would provide Duration with its viewability technology:



10. During the term of the agreement, Duration had access to RealVu's viewability code:

• **Duration RESPONSIBILITIES**

• Services. During the term of this Agreement, Duration shall integrate RealVu viewability code into the Publisher page or combine the code with your Duration Ad Tag deployed by the Publisher. Duration will be responsible for operations providing the set-up/implementation services needed by Customers, as are necessary for the Customers and engage in direct communication with the Customers to facilitate the Combined Viewable Platform set-up and launch.

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11. On June 11, 2020, Duration Media sent a letter providing notice of their intent to renew the Cooperation Agreement. Ex. 2051

12. During this same time period, Duration Media expressed an interest in

[REDACTED]

[REDACTED]

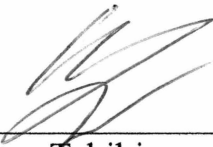
[REDACTED]

13. Undisclosed to us, Duration Media was copying the functionality of the system we had been providing under the Cooperation Agreement, which they apparently completed just before the extension would have applied. By email dated September 2, 2020, Duration Media indicated it would not renew the agreement, was terminating, and would transition clients to the system they had been working on. Ex. 2052.

14. One aspect of RealVu's solution that Duration Media copied is to put code to confirm that an ad is viewable on the client's webpage. As far as I know, all tests for viewable ads require code on the client side. I am not aware of any solution that operates only from a server.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 5, 2023



Igor Tchibirev

In compliance with 28 U.S.C. §1746 and 37 C.F.R. §42.2, I declare under penalty of perjury that the foregoing is true and correct.

-and-

In compliance with 35 U.S.C. §25, I have been warned that willful false statements and the like are punishable by fine or imprisonment, or both (18 U.S.C. §1001).

-and-

In compliance with 37 C.F.R. §1.68, I have been warned that willful false statements and the like are punishable by fine or imprisonment, or both (18 U.S.C. §1001) and may jeopardize the validity of the application or any patent issuing thereon. All statements made of my own knowledge are true and that all statements made on information and belief are believed to be true.

Executed On December 21, 2023

/Igor Tchibirev/