

Samsung Electronics Co., Ltd.,

v.

Headwater Research LLC,

U.S. Patent No. 9,615,192

IPR2024-00010

Headwater's Hearing Demonstratives

March 5, 2025

Headwater Research LLC
Ex. 2008, IPR2024-00010

Argument Roadmap

- TS-23.140 (“TS-23”) does not disclose or render obvious “logic to determine when one of a plurality of message delivery triggers... has occurred” (claims 1, 15)
 - TS-23’s only message delivery trigger is a valid “message retrieval request”
 - Samsung’s other alleged “message delivery triggers” theories fail
- TS-23 does not disclose requirement that one of the plurality of message delivery triggers is “expiration of a periodic timer” (claim 9)
- Ground 5 doesn’t render obvious messages **received by** the message link server include “identification of... the authorized software components” (claims 1, 15)
- Houghton does not disclose or render obvious that one of the plurality of message delivery triggers is “expiration of a periodic timer” (claim 9)
 - Houghton doesn’t disclose this limitation
 - Combination with Munson does not render this limitation obvious

“Message delivery trigger” is sufficient to trigger message delivery

Samsung’s Reply:

This is consistent with how triggers would ordinarily be understood. SAMSUNG-1039, ¶61; SAMSUNG-1042 (dictionary definition of trigger: “specifies a *condition* and an associated action. *If the condition is satisfied, the rule is triggered*”).

Reply at 11; Sur-Reply at 6

“Message delivery trigger” is sufficient to trigger message delivery

Samsung’s Reply confuses sufficient conditions with necessary conditions:

The ’192 specification provides multiple examples of parameters/conditions—which PO confirms are message delivery triggers—that must occur before a message is delivered. *See, e.g.*, SAMSUNG-1001, 70:8-30; POR, 5; SAMSUNG-1044, 18:3-13, 19:20-25, 21:3-18, 26:11-27:12, 28:11-29:2, 22:4-16; SAMSUNG-1039, ¶¶59-60. This is consistent with how triggers would ordinarily be understood. SAMSUNG-1039, ¶61; SAMSUNG-1042 (dictionary definition of trigger: “specifies a *condition* and an associated action. *If the condition is satisfied, the rule is triggered*”).

Pet. 37-38; POR 15-16; Sur-Reply 3, 5-9.

“Message delivery trigger” is sufficient to trigger message delivery

Necessary conditions must occur before a result happens; sufficient conditions guarantee the result

Philosophers make a useful distinction between what they call “necessary” and “sufficient” conditions. A necessary condition is something that has to happen for something else to happen. Being human is a necessary condition of going to college, because colleges do not admit other animals. A sufficient condition is something that, if it is present, something else is bound to happen; so being human is not a sufficient condition of going to college, because not all human beings go to college. In contrast, dropping a lighted match into a bucket of gasoline is a sufficient condition for starting a fire, but it is not a necessary condition, because there are many other ways of starting a fire, such as by rubbing two sticks together.

Greene v. Doruff, 660 F.3d 975, 978 (7th Cir. 2011)

Pet. 37-38; POR 15-16; Sur-Reply 3.

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Only a valid message retrieval request guarantees triggering message delivery

7.1.3 Retrieval of a Multimedia Message in the recipient MMSE

The recipient MMS User Agent shall be able to request retrieval of an MM from the recipient MMS Relay/Server based on the Message Reference received in a notification. If MMBoxes are supported, the MMS User Agent shall be able to request retrieval of an MM from the user's MMBox, based on a Message Reference received from a previous MMBox operation.

Within a retrieval request the recipient MMS User Agent may indicate a size restriction of the returned MM (i.e., maximum size) that the MMS Relay/Server is to use in processing the retrieval request.

Upon retrieval request the recipient MMS Relay/Server

- shall deliver the MM to the recipient MMS User Agent

Ex. 1004 at 29; POR at 15-16; Sur-Reply at 1, 8-10.

The Petition identified “message retrieval request” as only a single “message delivery trigger”

TS-23.140 renders obvious multiple message delivery triggers for transmitting the stored message data to a MMS User Agent for a UE that includes the destination application. SAMSUNG-1003, ¶¶153-160. For example, the message is not delivered by the MMS Relay/Server to a MMS User Agent/UE-terminal (resident on a UE/terminal) until one or more of the following triggers occur (SAMSUNG-1003, ¶¶155-156):

- The MMS Relay/Server has sent a notification to the recipient User Agent (SAMSUNG-1004, §7.1.2 (upon MM receipt, *MMS Relay/Server “generate[s] a notification to the recipient MMS User Agent”*)).
- The recipient MMS User Agent requests message retrieval upon MMS Relay/Server receiving the notification—e.g., within a message expiry period. See SAMSUNG-1004, §7.1.2.1 (“In a response to the notification the MMS User Agent ... retrieve[s] the MM,” either automatically or manually, where the “retrieval mode” is based on user settings or the recommendation in the MM notification).

Pet. 21-22; Sur-Reply at 2.

No evidence of “logic to determine” when a “manual” retrieval request or an “automatic” retrieval request occurs

If “automatic retrieval request” is “one of a plurality of message delivery triggers,” and “manual retrieval request” is another “one of a plurality of message delivery triggers,” then Petitioner would need to show that the message link server has logic either to determine whether an “automatic retrieval request” has occurred, or logic to determine whether a “manual retrieval request” has occurred. But

Petitioner, even in Reply, presents no evidence that the MMS Relay / Server (the alleged “message link server”) would be able to determine that either a “manual” or “automatic” retrieval request has occurred (as opposed to simply determining that “a retrieval request” has occurred).

Sur-Reply at 4.

Argument Roadmap

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 - Houghton doesn’t disclose this limitation
 - Combination with Munson does not render this limitation obvious

Message Delivery Triggers are Sufficient Conditions

Necessary conditions must occur before a result happens; sufficient conditions guarantee the result

Philosophers make a useful distinction between what they call “necessary” and “sufficient” conditions. A necessary condition is something that has to happen for something else to happen. Being human is a necessary condition of going to college, because colleges do not admit other animals. A sufficient condition is something that, if it is present, something else is bound to happen; so being human is not a sufficient condition of going to college, because not all human beings go to college. In contrast, dropping a lighted match into a bucket of gasoline is a sufficient condition for starting a fire, but it is not a necessary condition, because there are many other ways of starting a fire, such as by rubbing two sticks together.

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Pet. 37-38; POR 15-16; Sur-Reply 3.

Necessary Conditions Are Not Enough

64. Dr. Traynor’s only explanation as to how any of the above scenarios (other than reception of a valid retrieval request) supposedly constitute a “message delivery trigger” is his equation of a “message delivery trigger” with a “condition[]” that must be met before a message can be delivered. Pet. 22 (“MMS Relay/Server does not deliver the message to the recipient MMS User Agent (corresponding to a particular user terminal) until the above *conditions/triggers* are met....”). I disagree with this logic. In any real-world system, countless “conditions” must be met before a message is delivered. As just one of numerous examples, a messaging server needs to be connected to a working power source so that it can physically send the packets that constitute the message before message delivery can occur. Of course, this does not mean that “connection to a working power source” is a “message delivery trigger,” and a POSITA would understand that such an interpretation would render the claims’ recitation of “a plurality of message delivery triggers” meaningless.

Ex. 2001, ¶64; POR 21-22.

Samsung Agrees Necessary Conditions Are Not Enough

Dr. Brogioli:

met....”). I disagree with this logic. In any real-world system, countless “conditions” must be met before a message is delivered. As just one of numerous examples, a messaging server needs to be connected to a working power source so that it can physically send the packets that constitute the message before message delivery can occur. Of course, this does not mean that “connection to a working power source” is a “message delivery trigger,” and a POSITA would understand that such an interpretation would render the claims’ recitation of “a plurality of message delivery triggers” meaningless.

Ex. 2001, ¶64; POR 21-22.

Samsung:

⁶ Petitioner is not asserting that a device having a working power source alone is a message delivery trigger, as PO suggests. *See* POR, 21-22.

Reply at 11 n.6; Sur-Reply at 5-6

If Necessary Conditions Were Enough, Samsung Could Not Show That “the receipt of... a message... is not a message delivery trigger”

Limitation 1d3:

the logic to determine when one of a plurality of message delivery triggers for the given one of the wireless end-user devices has occurred, wherein for at least some of the received network element messages, the receipt of such a message by the message buffer system is not a message delivery trigger, and for at least one of the message delivery triggers, the trigger is an occurrence of an asynchronous event with time-critical messaging needs, and

Samsung’s claim mapping:

Given the above-described message delivery triggers, a POSITA would have found obvious that message receipt alone would not trigger message delivery, particularly considering the other condition(s)/trigger(s) that would be implemented (per above) and would be satisfied before message(s) is/are delivered. SAMSUNG-1003, ¶157.

Pet. 23; Sur-Reply 7

Inconsistency in Samsung's Claim Mapping

Samsung's claim mapping for negative limitation that "message receipt" is **not** a message delivery trigger:

Given the above-described message delivery triggers, a POSITA would have found obvious that message receipt alone would not trigger message delivery, particularly considering the other condition(s)/trigger(s) that would be implemented (per above) and would be satisfied before message(s) is/are delivered. SAMSUNG-1003, ¶157.

Pet. 23

Samsung's claim mapping for "plurality of message delivery triggers":

Similarly, in TS-23.140, receipt of the retrieval request and the additional/optional condition specifying size restriction, constitute multiple message delivery triggers that together trigger message delivery. SAMSUNG-1039, ¶42;

Reply at 7

Moreover, Petitioner does not call "any" condition⁶ a message delivery trigger, as PO argues. Rather—and consistent with the specification and the plain and ordinary meaning of trigger—the Petition explained that message delivery is triggered when one or more of the above-described conditions (in addition to the receipt of a retrieval request) occur. See Petition, 21-22; SAMSUNG-1039, ¶62.

Reply at 11-12

Samsung's alleged delivery triggers are insufficient

- Notification message sent to User Agent is insufficient to trigger message delivery

Pet. 21; POR 17; Sur-Reply 10

- Expiration of deferred delivery period is insufficient to trigger message delivery

Pet. 21-22; POR 18-20; Sur-Reply 12-14

- Size restriction being satisfied is insufficient to trigger message delivery

Pet. 22; POR 17; Sur-Reply at 9-10.

- MMS User Agent becoming available/reachable is insufficient to trigger message delivery

Pet. 22; POR 20-21; Sur-Reply at 10.

Notification message sent to User Agent is insufficient to trigger message delivery

Samsung makes no allegation that a notification message “**alone**” would “trigger message delivery,” which is how Samsung treats the claim requirement for the negative limitation.

Sur-Reply 10 (quoting Pet. 23).

Samsung's alleged delivery triggers are insufficient

- Notification message sent to User Agent is insufficient to trigger message delivery

Pet. 21; POR 17; Sur-Reply 10

- Expiration of deferred delivery period is insufficient to trigger message delivery

Pet. 21-22; POR 18-20; Sur-Reply 12-14

- Size restriction being satisfied is insufficient to trigger message delivery

Pet. 22; POR 17; Sur-Reply at 9-10.

- MMS User Agent becoming available/reachable is insufficient to trigger message delivery

Pet. 22; POR 20-21; Sur-Reply at 10.

Expiration of deferred delivery period is insufficient to trigger message delivery

Samsung again makes no allegation that expiration of a delivery period is sufficient for message delivery.

Sur-Reply 12 (quoting Pet. 23).

Dr. Brogioli:

63. I understand that the Petition (but not Dr. Traynor) separately contends that message expiration could be a message delivery trigger. I disagree with that assertion as well; TS-23.140 implies that message expiration can lead to “[a]utomatic deletion” of the message, not delivery. *See* Ex. 1004, 40. In my opinion, TS-23.140’s teachings about the scenarios in which messages should be buffered pending delivery completion or message expiration (Ex. 1004, 29) are simply an indication of *how* message delivery should be implemented, and are not themselves message delivery triggers.

Samsung's alleged delivery triggers are insufficient

- Notification message sent to User Agent is insufficient to trigger message delivery

Pet. 21; POR 17; Sur-Reply 10

- Expiration of deferred delivery period is insufficient to trigger message delivery

Pet. 21-22; POR 18-20; Sur-Reply 12-14

- Size restriction being satisfied is insufficient to trigger message delivery

Pet. 22; POR 17; Sur-Reply at 9-10.

- MMS User Agent becoming available/reachable is insufficient to trigger message delivery

Pet. 22; POR 20-21; Sur-Reply at 10.

Size restriction being satisfied is insufficient to trigger message delivery

Dr. Brogioli:

However, a POSITA would understand that whenever a “valid” retrieval request is received (i.e., a retrieval request conforming to the TS-23.140’s requirements, including being within the message expiry period and having an appropriate size restriction), message delivery is triggered. Dr. Traynor provides no basis for separating reception of a message retrieval request and the contents of that message retrieval request into two separate “message delivery triggers.”

Ex. 2001 ¶57; POR at 17; Sur-Reply at 9-10.

Samsung's alleged delivery triggers are insufficient

- Notification message sent to User Agent is insufficient to trigger message delivery

Pet. 21; POR 17; Sur-Reply 10

- Expiration of deferred delivery period is insufficient to trigger message delivery

Pet. 21-22; POR 18-20; Sur-Reply 12-14

- Size restriction being satisfied is insufficient to trigger message delivery

Pet. 22; POR 17; Sur-Reply at 9-10.

- MMS User Agent becoming available/reachable is insufficient to trigger message delivery

Pet. 22; POR 20-21; Sur-Reply at 10.

MMS User Agent becoming available/reachable is part of the mechanism of message delivery

Dr. Brogioli:

TS-23.140 is clear that the User Agent being available is not a message delivery trigger—the message delivery is triggered “[u]pon retrieval request.” Ex. 1004, 29. TS-23.140 instead states that as part of message delivery, messages can be buffered (i.e., stored in the network) “until the recipient MMS User Agent becomes reachable... or until the MM expires.” Ex. 1004, 29. A POSITA would understand that this is simply *how* message delivery (which is triggered “[u]pon [a valid] retrieval request”) functions; if message delivery is

triggered, the outgoing message will be buffered until delivery is complete or until message expiration. This is consistent with how physical delivery of messaging works in real-world systems—delivery does not occur instantaneously, but may be spread over several packetized transmissions, and data packets will be buffered until the delivery can be completed. While delivery *completion* may be delayed due to a lack of coverage in TS 23.140, a POSITA would understand that delivery will be triggered upon reception of a valid retrieval request.

Ex. 2001 ¶62; POR at 17; Sur-Reply at 9-10.

MMS User Agent becoming available/reachable is insufficient for message delivery

For the same reason, the “MMS User Agent becoming available/reachable” (Reply at 7-9) is not itself a message delivery trigger. While Patent Owner believes that this is part of the message delivery *process*, to the extent it is not, then both the combination of User Agent availability *and* valid message retrieval request reception would be the only condition sufficient to cause message delivery for any particular message.

Sur-Reply at 10; POR 21-22

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The Petition misrepresented how “periodic polling” works

Samsung’s theory in Petition:

Additionally/alternatively, MMS User Agent uses “periodic polling” to retrieve messages on/from an external server—providing another example of a message delivery trigger upon expiration of a periodic timer. *See* SAMSUNG-1004,

Pet. at 31

Samsung’s different theory in Reply:

Further, as Dr. Traynor explained, periodic polling is performed by MMS Relay/Server and results in messages being delivered to the MMS User Agent from one or more servers. *See* SAMSUNG-1003, ¶¶198-199 (“periodic polling is a

Reply at 16

“Periodic polling” not sufficient for message delivery

Rather than a periodic polling message actually triggering message delivery to an end-user device, as Dr. Brogioli explained, the periodic polling would simply trigger the MMS/Relay Server’s “*discovery* of incoming messages” (Ex. 2001, ¶74 (emphasis in original)) rather than the MMS/Relay Server’s *delivery* of a message to an end-user device as the claim would require. In other words, the periodic polling would be a trigger for the MMS/Relay Server to *receive* a network element message from an External Messaging Server, not a trigger to *deliver* or *supply* the network element message to an end-user device as required by claim elements 1d3, 1d4, and claim 9.

“Periodic polling” triggers discovery of external messages, rather than message delivery

8.3 Technical realisation of MMS on reference point MM3

This clause defines the interworking between MMS Relay/Servers and External Messaging Servers. The interworking with these External Servers may be based on the Internet Protocol, IP.

8.3.3 Discovery of new messages on External Servers

For discovery of incoming messages from external messaging systems different mechanisms may be utilised, e.g.:

- forwarding of messages from External Server to MMS Relay/Server, based on criteria defined by the user or application;
- notification of messages from an External Server, followed by retrieval by the MMS User Agent via the MMS Relay/Server;
- periodic polling for messages on External Server, followed by retrieval by the MMS User Agent via the MMS Relay/Server.

Ex. 1004, 90-91; Sur-Reply at 12

Expiration of “earliest time of delivery” is insufficient to trigger message delivery

Rather than a periodic polling message actually triggering message delivery to an end-user device, as Dr. Brogioli explained, the periodic polling would simply trigger the MMS/Relay Server’s “*discovery* of incoming messages” (Ex. 2001, ¶74 (emphasis in original)) rather than the MMS/Relay Server’s *delivery* of a message to an end-user device as the claim would require. In other words, the periodic polling would be a trigger for the MMS/Relay Server to *receive* a network element message from an External Messaging Server, not a trigger to *deliver* or *supply* the network element message to an end-user device as required by claim elements 1d3, 1d4, and claim 9.

Expiration of “earliest time of delivery” is not expiration of a “periodic timer” even under Samsung’s construction

Samsung’s construction:

Thus, the plain and ordinary meaning of “periodic timer” encompasses a *timer that recurs regularly or irregularly*.

Reply at 2

An “earliest time of delivery” timer is unique to each message and is non-recurring.

Sur-Reply at 14

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The claims recite messages received by the “message link server” “comprising... an identification of... one of the authorized software components.”

Claim 1: “A message link server comprising:

...

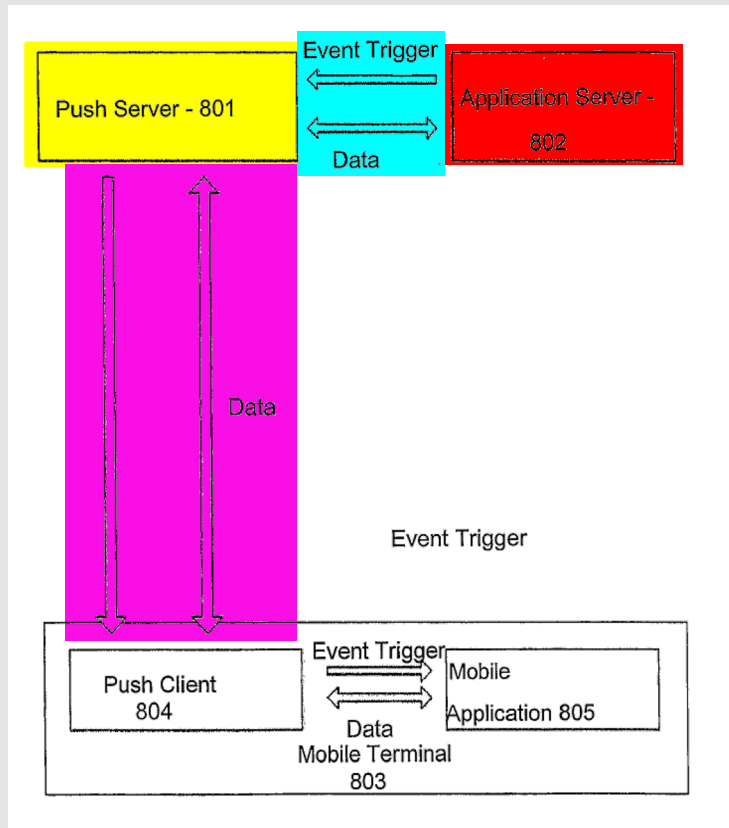
an interface to a network to receive network element messages from a plurality of network elements, the received network element messages comprising respective message content..., including... an identification of, a respective one of the authorized software components.”

Claim 15: “A method of operating a message link server, comprising:

...

receiving network element messages from a plurality of network elements, the received network element messages comprising respective message content... including... an identification of, a respective one of the authorized software components.”

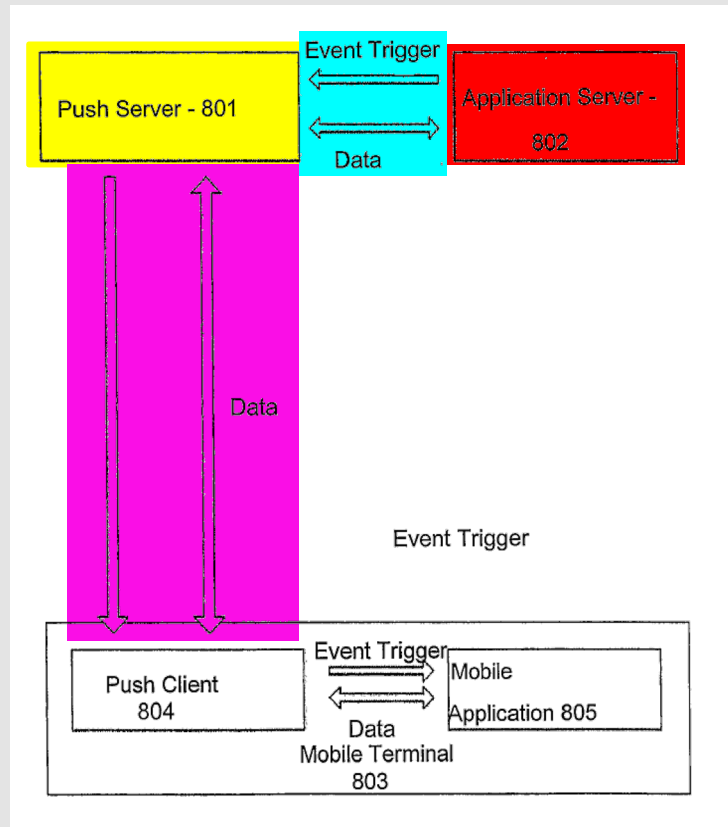
The Petition's claim mapping



The Petition maps:

- Houghton's **push server** to the claimed “message link server”
- Houghton's **application server(s)** to the claimed “plurality of network elements”
- The **link between push server and application server** to the claimed “interface to a network to receive network element messages”
- **Information in “message pushed from push server ... to push client”** to “information specifying [a] mobile application”

The Petition fails to provide evidence of the claim requirement



The Petition's theory improperly focuses on what **messages sent by push server** to push client indicate, and provides no evidence of what **messages received by the push server** (from Houghton's **application server(s)**) indicate

The Petition relied only on two paragraphs of Dr. Traynor's declaration in support of the claim requirement

The Petition's Theory:

A POSITA would have therefore understood that Houghton discloses/suggests that the received network element messages (push messages from application server(s) 702/802) include message content with data for the destination mobile application and application identifier. SAMSUNG-1003, ¶¶333-334.

Dr. Traynor's conclusory recitation of Petition's theory:

334. In view of the above disclosures, a POSITA would have understood that Houghton discloses or suggest that the received network element messages (push messages from application server(s) 702/802) include message content with data for the destination mobile application, as well as an identification of this application (based on the information “specifying which mobile application 407 from a plurality of such applications”).

Pet. 70; Ex. 1003, ¶334.

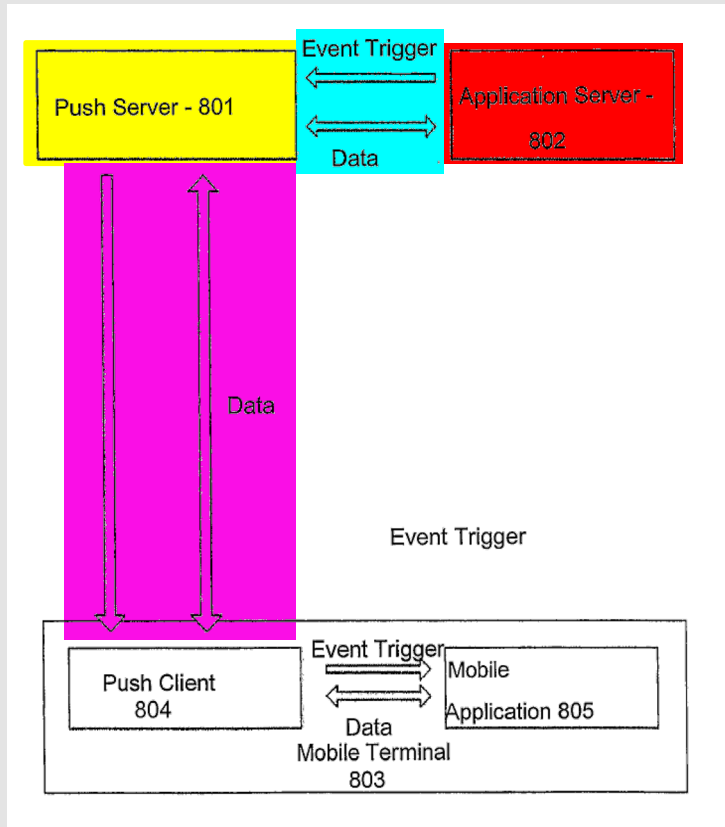
The Petition relied only on two paragraphs of Dr. Traynor's declaration in support of the claim requirement

The Petition's Theory:

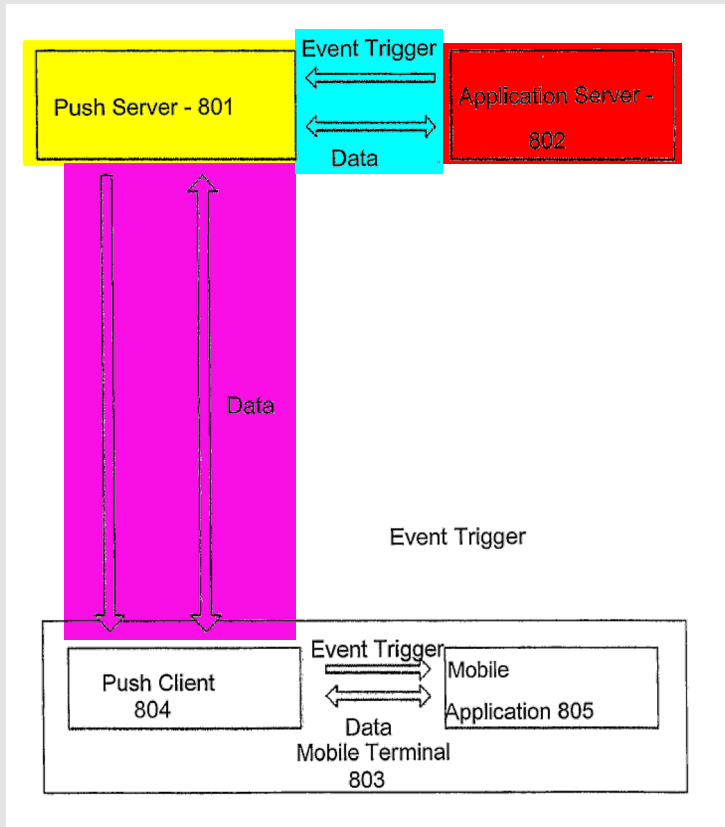
A POSITA would have therefore understood that Houghton discloses/suggests that the received network element messages (push messages from application server(s) 702/802) include message content with data for the destination mobile application and application identifier. SAMSUNG-1003, ¶¶333-334.

Dr. Traynor's alleged supporting evidence for his opinion:

333. Houghton further explains that the message pushed from push server 401/801 to push client 405/805 includes “a data packet” along with “[a]dditional binary or text information specifying which mobile application 406 from a plurality of such applications may optionally be included” as well as “binary or text information to be passed to the default or specified mobile application” and “additional binary or text information specifying how upon receiving such a message the client 405 will notify and optionally ask the user if the action should be performed may optionally be included.”



The Board has already found Samsung's improper focus on content of messages sent by push server to be inadequate



Decision Denying Institution in IPR2024-00003:

Thus, even if Petitioner is correct that Houghton discloses that the command messages pushed from push server 701 to push client 704 include IP port numbers “indicating a corresponding one of the mobile end-user devices and one of a plurality of applications,” *see* Pet. 21, this is not sufficient to satisfy limitation [1.3], which requires that requests received from “network application servers” (mapped to application server 702) include this information.

Samsung's reliance on new evidence in Reply is both improper and irrelevant

Samsung's Reply newly relies on paragraphs 87, 91, 319-329, 339, 340, and 341 of Dr. Traynor's declaration in support of Petition's page 70 conclusion that "Houghton discloses/suggests that the received network element messages (push messages from application server(s) 702/802) include message content with data for the destination mobile application and application identifier."

None of those newly-cited paragraphs show that messages ***received by*** Houghton's push server include an "application identifier" or anything else allegedly identifying one of a plurality of authorized software components.

Samsung's reliance on a new Reply modification to Houghton should be rejected

Reply at 21-25: “[I]t would have been obvious to include an application identifier in the push message sent by Houghton’s application server for delivery to a mobile application.”

Reply at 21-25: **no** citations to the Petition.

Samsung's new Reply theory is also unsupported

Reply's alleged rationale to modify Houghton:

“[T]he application server is better equipped, relative to the push server, to provide the application identifier because the application server originates the message and knows the intended application to which the message is directed.” (Reply at 24)

Sur-Reply at 23

Samsung's new Reply theory is also unsupported

The Reply's new theory does not even attempt to rebut Dr. Brogioli's testimony to the contrary:

And to the extent the application server is *not* unique to a particular application (e.g., a Gmail server may have email messages that could go to any number of client email applications, such as Gmail, Outlook, Apple Mail, etc.), the application server would not necessarily know which application the message should be directed to. Instead, the application server would simply provide information that does *not* identify the receiving application (such as a user's email address, e.g., Director@uspto.gov), and the push server would

determine *which specific* applications the message should be sent to. The push server would presumably be in a better position than the application server to perform this determination, because the push server has the ability to directly communicate with each client device to determine, e.g., which mail applications are configured to receive push messages corresponding to a particular email address.

Ex. 2001, ¶¶98; Sur-Reply at 23-24.

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Houghton does not disclose the claim 9 requirement that “expiration of a periodic timer” is a “message delivery trigger”

1. The Reply’s alleged “Theory Based on Houghton” fails.

Patent Owner’s Response correctly noted that “the Petition does not allege that Houghton’s alleged ‘periodic message’ constitutes a ‘message delivery trigger’ either in Houghton or the proposed combination of Houghton with Munson.” POR 43. The Reply does not point to anything in the Petition that makes this allegation, much less explains *how* Houghton’s “periodic message” constitutes a “message delivery trigger.” See Reply 28-29. The only thing that the “periodic message” is alleged to do is to ensure that a connection is not time expired, not trigger message delivery. *Id.*; Pet. 82-83.

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Petition's Claim 9 Munson Theory Relies on Munson [0044]

Petition at 82:

Houghton-Munson leverages Munson's teachings that "content can be pushed according to a schedule of time or event" ("*message delivery trigger*"), with Munson providing an example where a "group push" is performed "during off-peak hours." SAMSUNG-1017, [0044]; SAMSUNG-1003, ¶¶388-389.

Munson at [0044]:

[0044] In one embodiment, a content can be pushed according to a schedule of time or event. For example, when used with a group push, an application service provider can use pushes (i.e., pushing contents) for a system maintenance purpose during off-peak hours to take advantage of lower rates.

Sur-Reply 25; Pet. 82; Ex. 1017 [0044].

The Petition sets forth no explanation why a “schedule of time or event” relates to expiration of a periodic timer

Munson at [0044]:

[0044] In one embodiment, a content can be pushed according to a schedule of time or event. For example, when used with a group push, an application service provider can use pushes (i.e., pushing contents) for a system maintenance purpose during off-peak hours to take advantage of lower rates.

Sur-Reply 25; Pet. 82; Ex. 1017 [0044].

Reply's new theory also fails to explain why a “recurring event” such as system maintenance discloses or renders obvious expiration of a periodic timer

2. The Petition's theory regarding scheduled pushing of content also fails.

The Reply improperly expands the Petition's discussion of “content [which] can be pushed according to a schedule of time or event” (which does not discuss recurrence at all—*see* Pet. 82) into an allegation that a “POSITA would have found obvious that a scheduled time or event... is indeed a recurring event.” Reply at 30. But even if that belated new theory is considered and accepted, neither the Petition nor the Reply explain why this would involve a *timer* at all (as opposed to simply a human pushing the content according to a schedule), much less a *recurring* timer as Petitioner's claim construction requires. *See* Reply at 29-30 (providing only conclusory allegations).