

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

DROPBOX, INC. AND MICROSOFT CORPORATION,

Petitioners,

v.

DATANET, LLC

Patent Owner.

U.S. Pat. No. 10,585,850

Inter Partes Review Case No. 2024-00080

PATENT OWNER SUR-REPLY

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LIST OF PATENT OWNER’S EXHIBITS

Exhibit	Description
2001	[WITHDRAWN] Declaration of Zaydoon (“Jay”) Jawadi in Support of Patent Owner’s Preliminary Response
2002	[WITHDRAWN] Curriculum Vitae of Zaydoon (“Jay”) Jawadi
2003	Marc Farley, Building Storage Networks (McGraw-Hill 2000) (excerpts)
2004	Declaration of Zaydoon (“Jay”) Jawadi in Support of Patent Owner’s Response
2005	Curriculum Vitae of Zaydoon (“Jay”) Jawadi
2006	Deposition of David Maier, Ph.D., July 18, 2024
2007	Deposition of David Maier, Ph.D., November 19, 2024

I. INTRODUCTION

The evidence (EX1028) (page 452 from Microsoft Computer Dictionary, Fifth Ed.) submitted with Petitioners' Reply (Paper 19) (hereinafter "Reply"), and Petitioners' own expert testifying on reply (EX1024) (Reply Declaration of David Maier), make clear that the term "current version" in limitation 1.4 must be construed as submitted by Patent Owner, since this term would otherwise be mere surplusage.

Further, the Reply and related expert reply declaration make clear that there is no real dispute that in Schneider the previous version of a file that is to be restored locally is also obtained locally, and hence Schneider does not disclose "responsive to a selection to restore the selected previous version, retrieving the restorable representation of the selected previous version *from the remote storage location*," as recited in limitations 1.4, 10.4, and 18.5.

There is also no dispute that Sweat requires a manual updating step to ensure parity between a restored version of a file stored locally in Sweat and the version stored on Sweat's server, and thus Sweat also does not teach "*responsive to a selection to restore the selected previous version ... storing the selected previous version as the current version*" of limitation 1.4.

II. CLAIM CONSTRUCTION

“All claim terms are generally presumed to have meaning in a claim.”

Innova/Pure Water, Inc. v. Safari Water Filtration Sys., Inc., 381 F.3d 1111, 1119 (Fed. Cir. 2004) (citation omitted). As a result, claim constructions that lead to surplusage issues should be avoided. *3rd Eye Surveillance, LLC v. United States*, 140 Fed. Cl. 39, 69 (2018); *Ethicon Endo-Surgery, Inc. v. U.S. Surgical Corp.*, 93 F.3d 1572, 1578 (Fed. Cir. 1996) (“If, as Ethicon argues, ‘connected to’ should be read broadly to include elements which are connected directly or indirectly ... the ‘connected to’ limitation would be meaninglessly empty.”); *Bicon, Inc. v. Straumann Co.*, 441 F.3d 945, 950-52 (Fed. Cir. 2006) (rejecting construction that would render limitations meaningless). Consequently, the Board “cannot construe claims to read an express limitation or element out of the claims.” *TDM Am., LLC v. United States*, 85 Fed. Cl. 774, 787 (2009).

A. Limitations 1.4, 10.4, 18.5

As the Reply points out, the claims are directed to “restoring a file to a previous version” of such file. Reply 3. *E.g.*, ’850 patent, 8:63. As the Reply further points out, the term “restore” means “[t]o copy files from a backup storage device to their normal location, especially if the files are being copied to replace files that were accidentally lost or deleted.” Reply 6 (*citing* EX1028 at 452; EX1024 ¶ 20) (internal quotations omitted, alterations in original). Consequently, when a file is

“restored” to a previous version, a POSITA would recognize that this means the file is being replaced (overwritten) by a different, earlier, version of such file.

EX2004 ¶ 62.

It is also uncontroverted that on the local computer, at any given time, the version of a file then-resident on the computer is inherently the “current version.” *See* EX2004 ¶¶ 45, 54, 55 (evolutions of a file are respectively the most current versions of such file) (Zaydoon Decl.); EX1024 ¶ 23 (“by replacing the current version at the local storage location, the restored prior file version becomes the current version locally”) (Maier Decl.); EX1027, 98:17-99:22.

Because the term “restore” means that a file is to be overwritten, and because the resultant overwritten file inherently becomes the “current version” of such file, the term “as the current version” in limitation 1.4 must mean more than mere overwriting of a file – to interpret the claim otherwise would be to construe the term “as the current version” as mere surplusage and thus read out a key feature of the claimed invention. Patent Owner is thus not reading into the claims features from the specification, as the Reply alleges (Reply 2), but is instead giving full meaning to a term that would otherwise be redundant, if improperly construed.

Given the context of the claims and underlying disclosure, which concerns an automatic backup system, a POSITA would understand that “as the current version” means more than mere overwriting of a local version of a file, but also

means keeping parity between the file on both the local storage location and on the versioning system of the remote storage location, such that the version of a file now present on the user's computer also has a corresponding version on the remote storage location, each of them corresponding to the other and being the most recent version in time of such file. EX2004 ¶ 61.

The Reply suggests that keeping parity between the current version of a file on the user's computer and that on the remote storage location is an optional feature and thus should not be read into the claims (Reply 3) but in doing so also cites to portions of the disclosure that refute this point. Although the disclosure does indicate that certain features of the automatic backup system may be controlled by the user, such as which files should be backed-up and backup scheduling (*see* Reply 3-4 (*citing* EX1003 at 156, 161)), the portion of the disclosure that the Reply concedes is most important to this claim construction issue, which concerns file restoration (*see* Reply 4 (*citing* EX1003 at 147)), makes clear that keeping parity between files on the user's computer and their corresponding versions on the remote storage location is a critical, non-optional feature. In particular, the specification states, in the context of file restoration, that:

prior to actually restoring the file, the restoration process should determine if the backed up file will overwrite a file of the same name on the users PC, and if so, if the version of the file on the users PC is on the top level of the AccuSafe revision "stack". If such is not the case, AccuSafe ***must first backup the users file to the AccuSafe Media Device***, then perform the restoration function.

This will assure that no version of a file is lost as a result of the restoration process.

EX1003 at 147 (emphasis added). Because the AccuSafe software also “tracks file operations at the interrupt level within the Windows OS, creates a database log of relevant file saves and then saves versioned copies of such files on a separate AccuSafe folder on the defined AccuSafe drive” (EX1003 at 139), a POSITA would understand that this restore functionality *requires* that a restore operation is reflected back at the remote storage location so that the current version of the user’s computer has a corresponding most current version on the remote storage location. EX2004 ¶¶ 51-55. Nothing about this is “optional,” as Petitioners contend. *See* EX1027, 99:23-100:24 (discussing versioning and how failing to keep track on the remote storage side “would not make any sense”) (Zaydoon Dep.).

The Reply further alleges that the “as the current version” term recited in the claims is not redundant because “storing a selected previous version of a file on a local storage location does not automatically make that version the ‘current version’ of the file locally.” Reply 5. In support of this allegation, the Reply advances a hypothetical storing process involving explicitly designated version numbers. *Id.* at 4-5. However, this hypothetical involves not the *restoring* of a file, which Petitioners admit requires the overwriting of such file with a new version of said file, but instead the copying to the local computer of two different files with

different file names – *e.g.*, filenames with different version numbers. No file is being overwritten (and thus restored) in Petitioners’ hypothetical until some unspecified (and presumably manual) “re-designation” event occurs (Reply 6) and thus is irrelevant to the file restoration process conceded to be at issue here. *See* EX2007, 83:17-84:4 (“One way [re-designation] might happen is that local storage has a primary directory where current versions are of files where the user expects to find current versions of files. There could be another directory for alternative versions. So to redesignate – so, version one might have been copied over into this directory for alternative file contents. And then in order to make it now the current version, it would need to be replaced version 2 in the primary directory.”) (Maier Dep.).

The Board should thus interpret the term “as the current version” in the claims to mean keeping parity between the file on the local storage location and on the versioning system of the remote storage location so that the version of a file now present on the user’s PC also has a corresponding version on the remote storage location, each of them corresponding to the other and being the most recent version in time of such file.

B. Limitation 19.5

The Reply cites to the definition of “restoring” in EX1028 in connection with limitation 19.5, where limitation 19.5 recites “(g) restoring selected another

revision of said file following said previewing step,” which is set forth within the claimed context of “[a] method of restoring a file to a previous version of the file, a current version of the file being available at a local storage location....” EX1001-12:9-11.

Hence, consistent with the definition in EX1028, which indicates that “restoring” means replacing such files, the claimed method of “restoring a file to a previous version of the file, a current version of the file being available at a local storage location” means that the “current version” of such file will be replaced with the “selected another revision of said file,” and thus the “current version” of the file, as recited in the preamble, will be the “selected another revision of said file.” EX2004 ¶ 64.

As with limitation 1.4, since the “current version” is also reflected in the remote storage location (in the context of claim 19, the “Internet storage area network”), a POSITA would understand the term “restoring selected another revision of said file following said previewing step” to mean that the “selected another revision of said file” becomes the most recent version in time on both the local machine and the “Internet storage area network.” EX2004 ¶ 65.

III. PETITIONERS' REPLY CONFIRMS THAT LIMITATION 1.4 IS NOT TAUGHT IN SCHNEIDER¹

In arguing that Schneider allegedly discloses limitation 1.4, Petitioners fail to address, and cannot rebut, the fact that this limitation has a chronological component that would be clear to a POSITA, in that the “retrieving” step occurs in response to, and thus *chronologically after*, the “selection” step: “**responsive to a selection** to restore the selected previous version, **retrieving the restorable representation** of the selected previous version from the remote storage location and storing the selected previous version as the current version....” *See* EX2007, 85:12-16 (“I think a POSITA would have understood retrieving as coming after selection because of the word responsive -- or the phrase, responsive to a selection, at the beginning of that paragraph.”) (Maier Dep.).

Notably, the retrieval step, which occurs in response to, and thus after, the “selection” step, retrieves “from the remote storage location,” and *not* from a file local to the user’s computer. The Reply, however, confirms that in Schneider, in response to a selection to restore a selected previous version of a file, such

¹ Although claim 1 is specifically discussed in the following, the arguments presented herein are equally applicable to independent claims 10 and 18, *i.e.*, limitations 10.4 and 18.5.

previous version is retrieved *locally* from the user's computer and *not* from the remote storage location.

The POR explains at length how Schneider reconstructs and saves files *locally* and that, in response to selection to restore a file to an earlier version, Schneider retrieves the selected file *locally*, and not from the remote server. *See* POR 26-31. The Reply appears willing to concede that reconstruction of these previous file versions is performed locally. *See* Reply 14 (“even if recovery of a previous file version involved reconstructing the file locally, such reconstruction is performed by retrieving the archived file data (i.e., a restorable representation) from the remote storage location in order to perform such reconstruction.”).

With this understanding, the Reply further admits that “Schneider discloses, the act of selecting a file from a list to retrieve directly results in the operation of creating the simulated disk, copying the selected file, and closing the simulated disk.” Reply 15 (*citing* EX1005, 59:8-17). According to the Reply, “a POSITA would have naturally implemented the Schneider system such that iterative previewing of multiple prior file versions followed by a selection to restore a previously viewed file version would lead the system to **create the appropriate simulated disk** to retrieve the prior file version from its remote storage location **and copy such prior file version to the desired local storage location.**” Reply 16 (*citing* EX1024 ¶ 28) (emphasis added). *See also* Reply 18 (admitting to

“Schneider’s disclosed use of a simulated disk or temporary directory for viewing or recovering a previous file version” while alleging it “is irrelevant to the invalidity position presented in the Petition”); Reply 12 (Schneider “explain[s] that the relevant simulated disk used to copy the file is created in response to the user’s selection.”).

Yet it is uncontested that this “simulated disk” (or temporary folder), which is used to retrieve and store these reconstructed prior versions of files as described in the Reply, and from which the prior file versions are in turn selected and copied (*i.e.*, retrieved), is *local to the user’s computer*. EX2004 ¶ 93; *see generally id.* ¶¶ 85-95. Consequently, in Schneider, “responsive to a selection to restore the selected previous version,” Schneider retrieves the restorable representation of the selected previous version *not from the remote storage location*, as required by limitation 1.4, but instead from the *local storage location*, be it the simulated disk or a temporary directory, which the Reply does not rebut.

It is therefore uncontested that Schneider does not disclose limitation 1.4, and neither the Petition nor the Reply advance any other theory of obviousness concerning this term.

IV. CLAIM 19 IS NOT OBVIOUS IN VIEW OF SCHNEIDER

As discussed above in connection with limitation 1.4, all prior history versions of files in Schneider are generated *locally*, even if the underlying data used to

generate the versions may be obtained remotely, and thus Schneider does not teach “previewing selected revision of said file, wherein said selected revision of said file is received from an Internet storage area network,” as recited in limitation 19.3. EX2004 ¶ 100.

For at least this reason, claim 19, and its dependent claims 20 and 21, are patentable over Schneider.

V. CLAIM 3 IS NOT OBVIOUS IN VIEW OF SCHNEIDER

Claim 3 recites that “the application [that created the file or the selected previous version and used for presenting the presentable representation of the selected previous version] is in a read-only mode.” EX1001-9:33-34.

The Reply does not rebut the fact that Schneider was well-aware of the “read-only” concept and could have mentioned it in the context of previewing. *See* EX1005-20:10; *see also* EX2004 ¶ 104; POR 32-34.

The Reply instead advances an “obvious-to-try” rationale, pointing out the Petition’s allegation that “applications had three access permission modes for opening or viewing files: ‘read-only’ ... ‘read/write’ and read, write, and delete....” Petition 32; *see* Reply 19 (citing same). This observation is off point however, as it concerns how applications may interact with a file via the operating system but not the mode that an application itself uses with respect to the user. In other words, an application may use the “read-only” file permission mode if in the “read-only” user

mode, but then again it just as easily may not. The number of file permission modes is irrelevant to the underlying application's mode of interaction with the user and thus has no bearing on the obviousness of claim 3.

The Reply also alleges that “distinguish[ing] a ‘read-only file or a read-only directory’ from ‘launching an application in read-only mode’ is a distinction without a difference.” Reply 20. But in so doing the Reply does not address the evidence of record that, in contrast to operating an application in read-only mode, a “read-only simulated disk or read-only temporary folder would have the advantage of protecting any type of file, regardless of the application with which the file was created” (EX2004 ¶ 105), which a POSITA would recognize as an important distinction, and further, that a read-only version of a file “would also have the advantage of protecting any type of file, regardless of the application in which the file was created” (*id.*), which is another important distinction.

As the POR pointed out, a POSITA would thus recognize that previewing of a file would be best implemented by way of a read-only *file* or a read-only *directory*, rather than by launching an *application* in read-only mode, which may not support such a mode in any event. POR 33-34; EX2004 ¶¶ 105-110. A POSITA would therefore not understand Schneider to be teaching or suggesting that an application be launched in read-only mode to preview a file. *Id.*

Claim 3 is thus non-obvious in view of Schneider.

VI. RESPONSE TO GROUND 2: SCHNEIDER IN VIEW OF CRAWFORD

As the Reply admits by omission of any argument, Crawford does nothing to cure the defects of Schneider discussed above in connection with limitations 1.4 and claim 19. Claims 1-21 are thus patentable over Schneider in view of Crawford.

VII. CLAIMS 1-8, 10-16, AND 18-21 ARE NOT OBVIOUS IN VIEW OF SWEAT

A. The Petition fails to show that limitations 1.4, 10.4, and 18.5 are taught in Sweat²

Limitation 1.4 recites, *inter alia*, “**responsive to** a selection to restore the selected previous version ... storing the selected previous version by the computational machine as the **current version** on the local storage location...” A POSITA would understand the term “current version” in limitation 1.4, 10.4, and 18.5 to mean the most recent version of the file in time on both the local machine and at the remote storage location. *See supra*, § II. By its plain meaning, this “storing” action must be in response to the “selection” action and not some other action, which claimed feature Sweat does not disclose. *See* POR 37-38. The Reply does not address this failure of Sweat.

² As above, claim 1 is specifically discussed in the following, but the arguments presented herein are equally applicable to corresponding limitations in independent claims 10 and 18.

In attempting to rebut the arguments set forth in the POR, the Reply makes a fundamental error in reasoning, attributing manual saving steps performed by a user, in connection with a third-party application, to the *automatic* steps performed by the AccuSafe software that *monitors* such file changes for backup purposes. *See* Reply 22-23. But, as the Reply itself points out:

The Provisional lists over twenty distinct features of the AccuSafe application. *Id.*, 139-79. Section “6.7 File restoration & revision control” (*id.*, 144), describes steps that are reflected in the Challenged Claims—viewing a list of archived file versions (*id.*, 144-146), previewing an archived file version (*id.*, 149-150), and restoring an archived file version (*id.*, 147)—but does not mention automatic backup of a newly restored file version. **The automatic backup functionality relied on by PO is described in an entirely separate section “6.2 File change monitoring and copying.”** *Id.*, 139-41 (cited in POR, 8-9). **A POSITA would not read this distinct, separately described feature into the claims.**

Reply 4 (emphasis added). In other words, when construing the claims, the Reply argues that the automatic backup functionality of the AccuSafe software is irrelevant to the recited claimed features, despite relying upon it here. Further, in making such reliance, the Reply recites automatic backup functions that are performed responsive to a manual user step occurring in a third-party software *save* operation (for example, in Word), which has no bearing on limitation 1.4, which concerns actions responsive to a selection to perform a *restore* operation in the AccuSafe software itself.

Whatever manual operations a user may perform in connection with claim 1 (e.g., “selection to preview” and “selection to restore”)³, it is uncontested that the “storing” step of the selected previous version “as the current version on the local storage location,” must be in response to the “selection to restore the selected previous version” step, and thus, by the plain language of the claim, would be understood by a POSITA to be a step performed automatically as a result of the “selection” step. Sweat discloses no such functionality, requiring instead an intervening manual step by the user, and the Reply does not contest otherwise. *See* POR 37-38; Reply 22-23; *DoggyPhone LLC, v. Tomofun LLC*, No. 2023-1791, 2024 WL 4848447, at *2 (Fed. Cir. Nov. 21, 2024) (no infringement of “in response to” limitation due to intervening human action).

Claims 1-8, 10-16, and 18 are therefore patentable over Sweat.

B. Sweat does not teach or suggest “restoring selected another revision of said file following said previewing step” of claim 19

As set forth in the POR, properly construed, Sweat does not disclose “restoring selected another revision of said file following said previewing step” (POR 38-39), and the Reply does not refute this. *See* Reply 21-23. Sweat therefore does not teach or suggest independent claim 19, or its dependent claims 20 and 21.

³ Such user steps are also not affirmatively claimed; rather, the claimed affirmative steps are responsive to such user steps.

VIII. CLAIMS 2, 3, AND 11 ARE NOT OBVIOUS OVER SWEAT

Claims 2 and 11 each recite “the presentable representation is presented using an application that created the file or the selected previous version,” which is not disclosed in Sweat and thus provides a further, independent, basis for the patentability of claims 2, 3, and 11.

The Reply faults PO for “latch[ing] on to language of Sweat stating that “[t]o view project files including drawing files and markup files, a user must install the appropriate viewer to open and view drawing files....” Reply 23 (ellipsis in original) (second alteration in original). But the Petition only relies on this “View in Window” functionality of Sweat for limitation 1.3, which provides the basis for the limitations in claims 2 and 11. And as to this feature, Sweat states:

To view project files including drawing files and markup a user must install the appropriate viewer to open and view drawing files. Client computer 104 may use the **same plug-ins and ActiveX controls that a browser 108 uses to display files**. If a user can't see the drawing files (DWG, DWF, or DXF) when loaded into a browser, the user may not be able to view them. One or more embodiments of the invention work with Autodesk WHIP!® Viewer and Yolo™ View Express.

EX1006, 23:39-46 (emphasis added). In other words, it is quite clear from the disclosure of Sweat that the software used in the “View in Window” functionality is *not* the “application that created the file or the selected previous version,” as required of claims 2 and 11 but is instead a browser plugin or control. The Petition’s allegations that “it would be obvious to a POSITA that the same CAD

application would be used to view previewed files of the same file type generated by that CAD application” (Petition 62-63; *see also* Reply 24), is irrelevant as such CAD software is clearly *not* being used in Sweat’s “View in Window” functionality, relied upon as disclosing limitation 1.3.

The Reply attempts to rebut this functional issue with the subjective assertion that any distinction between a viewer application and an editor application is “meaningless.” Reply 24. The Reply states that “a program used to create a file can also be used as a ‘viewer’ to view such a file, and this is recognized by Sweat” (Reply 24), but the above excerpt from Sweat shows that the viewer is a program distinct from the application that created the file, since fundamentally the “viewer” is a web browser plug-in or control. The Reply further cites to Sweat at 23:29-33, which concerns Sweat’s markup functionality using the viewer, where Sweat states that “[t]he ability to markup a drawing and store the markup files are aspects of the drawing/viewing software utilized by the viewer (e.g., Yolo View Express™, Yolo View™, AutoCAD®, etc.).” *Id.* Neither the Petition nor the Reply point to any disclosure in Sweat in which these recited viewer applications are also used to create the file being marked-up by way of such markup files.

As to Sweat’s ability to “edit” files, which the Reply also relies upon, Sweat discloses that the “Edit” command, “Locks, downloads, and opens the selected file using the application registered to that file type on your computer.” EX1006, 5:46-

48. But neither the Petition nor the Reply point out where Sweat discloses that this registered application is also the software used by the viewer.

Claims 2, 3, and 11 are thus patentable over Sweat in addition to the reasons discussed above with respect to claims 1 and 10.

IX. GROUND 4: CLAIMS 9 AND 17 ARE NOT OBVIOUS OVER SWEAT IN VIEW OF SCHNEIDER

As recited in the POR (*see* POR 40), the combination of Sweat in view of Schneider does nothing to alleviate the deficiencies of Sweat, and the Reply does nothing to rebut this conclusion. *See* Reply 25. Claims 9 and 17 are thus patentable over Sweat in view of Schneider.

X. CONCLUSION

For the foregoing reasons, the Board should find all challenged claims patentable.

Dated: December 6, 2024

Respectfully submitted,

/Ari J. Jaffess/

Ari J. Jaffess

(Attorney for Patent Owner)

Reg. No. 74,558

212-257-1630

CERTIFICATION UNDER 37 CFR § 42.24(D)

Pursuant to 37 CFR §42.24(d), the undersigned hereby certifies that the word count for the foregoing Patent Owner Sur-Reply totals 4,215 words, which is less than the 5,600 allowed under 37 CFR §42.24(c)(4).

Dated: December 6, 2024

Respectfully submitted,

/Ari J. Jaffess/

Ari J. Jaffess

(Attorney for Patent Owner)

Reg. No. 74,558

212-257-1630

CERTIFICATE OF SERVICE

Pursuant to 37 CFR § 42.205(b), the undersigned certifies that on December 6, 2024, a complete and entire copy of this Patent Owner Sur-Reply was served on Petitioners by filing through the Patent Trial and Appeal Case Tracking System (P-TACTS) and via email to andrew.mason@klarquist.com, cameron.clawson@klarquist.com, sarah.jelsema@klarquist.com, and frank.morton-park@klarquist.com, as authorized in Petitioners' mandatory notices.

Dated: December 6, 2024

Respectfully submitted,

/Ari J. Jaffess/

Ari J. Jaffess

(Attorney for Patent Owner)

Reg. No. 74,558

212-257-1630