

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

US CONEC LTD.,
Petitioner

v.

SENKO ADVANCED COMPONENTS, INC.,
Patent Owner

Case IPR2024-00119
Patent No. 11,415,760

**PATENT OWNER'S PRELIMINARY RESPONSE TO THE
PETITION FOR INTER PARTES REVIEW**

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EXHIBIT LIST

Exhibit No.	Description
2001	Declaration of Eric Pearson
2002	The New Oxford American Dictionary 2 ^{ed} Definition of “Slide”
2003	Webster’s New International Dictionary 2 ^{ed} Unabridged Definition of “Slide”
2004	Merriam-Webster’s Collegiate Dictionary 11 ^{ed} Definition of “Slide”
2005	File History U.S. Patent Application No. 15/044,838
2006	Recorded Assignment of U.S. Patent Application No. 14/521,414
2007	Recorded Assignment of U.S. Patent Application No. 14/996,865

Emphasis added throughout unless otherwise indicated

I. INTRODUCTION

Patent Owner Senko Advanced Components, Inc. (“Patent Owner” or “Senko”) respectfully requests that the Board deny US Conec Ltd.’s (“Petitioner” or “US Conec”) Petition and decline to institute *Inter Partes* Review of claims 1-17 of U.S. Patent No. 11,415,760 (“the ‘760 Patent”).

US Conec’s obviousness contentions (Grounds 1-8) all fail. US Conec identifies four alleged prior art references that it mixes and matches for its eight obviousness grounds: Raven (Grounds 1, 2, 3, 6, and 7), Kuffel (Grounds 1, 2, 3, 5, 7, and 8), Gniadek (Ground 2), and Wong (Grounds 3, 4, 5, 6, and 8). Of these four alleged prior art references, Wong does not actually qualify as prior art. Accordingly, Grounds 3, 4, 5, 6, and 8 of the Petition fail as each of these grounds relied on Wong to make its *prima facie* case of obviousness.

The remaining obviousness grounds (Grounds 1, 2, and 7) all rely on Raven as allegedly disclosing certain claim limitations of Claim 1—the only independent claim of the ‘760 Patent—that it does not actually disclose. As the prior art combinations in Grounds 1, 2, and 7 fail to disclose each of the claim limitations of

the sole independent claim of the ‘760 Patent, US Conec has failed to make its *prima facie* case of obviousness as to these grounds as well.¹

Because US Conec has failed to demonstrate the unpatentability of any of the challenged claims, its petition for *Inter Partes* Review should be denied.

II. BACKGROUND OF THE ‘760 PATENT

The ‘760 Patent pertains to fiber optic connectors—and more particularly to connectors having a remote release—of the type that can be used in data centers or telecommunications. EX1001: 1:24-28; EX2001: ¶19.

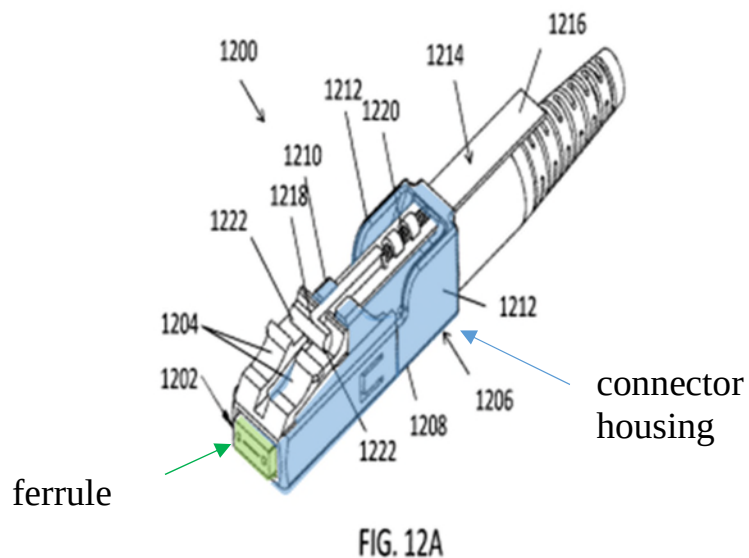
While fiber optic connectors have been known in the art, consumer demand has driven the need within the industry for higher-density interconnect panels and increasingly compacted form factors in the fiber optic connectors themselves. EX1001: 1:29-1:51; EX2001: ¶20. Such high-density panel configurations commonly resulted in the obstruction of access to the individual release mechanisms of the fiber optic connectors by adjacent connectors and cable assemblies. EX1001: 1:52-2:7; EX2001: ¶21. This in turn led to the development of remote release mechanisms to facilitate access and usage of the fiber optic connectors. EX2001: ¶22.

¹ Ground 3—which fails for relying on Wong—also fails for erroneously relying on Raven as allegedly disclosing certain claim limitations of Claim 1.

III. OVERVIEW OF THE '760 PATENT

The '760 Patent is directed to particular advances in the design of remote release mechanisms for fiber optic connectors. EX1001: Abstract, 1:24-28; EX2001: ¶23.

The claimed fiber optic connector comprises an MT ferrule and a connector housing configured to hold the MT ferrule such that the MT ferrule is exposed through the front end portion of the housing. EX1001: 12:25-31; EX2001: ¶24. A representative embodiment of the claimed fiber optic connector is depicted in Figure 12A of the '760 Patent.



EX1001: Fig. 12A (annotated); EX2001: ¶24.

Specifically, the remote release mechanism of Claim 1 uses “a depressible latching arm connected to the connector housing for latching with the receptacle.” EX1001: 12:32-36; EX2001: ¶25.

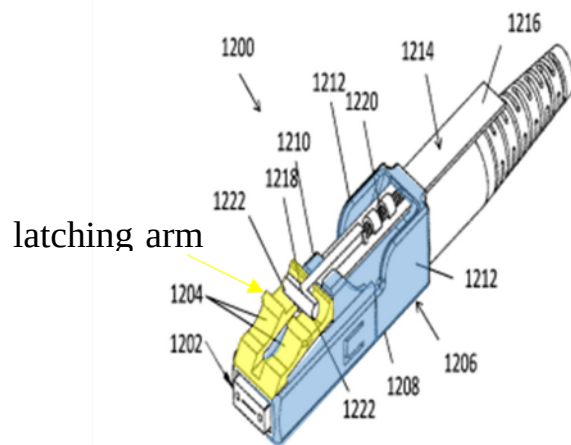


FIG. 12A

EX1001: Fig. 12A (annotated); EX2001: ¶25.

The latching arm is operable by a “remote release connected to the connector housing for movement relative to the connector housing along the longitudinal axis [when] pulled rearward along the longitudinal axis to depress the depressible latching arm.” EX1001: 12:37-42; EX2001: ¶26.

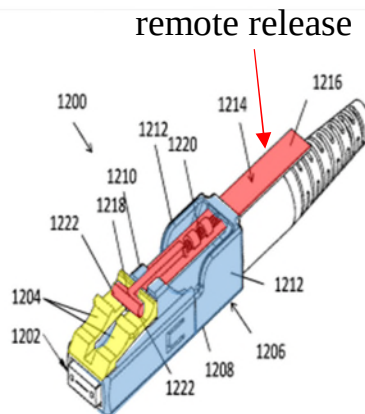
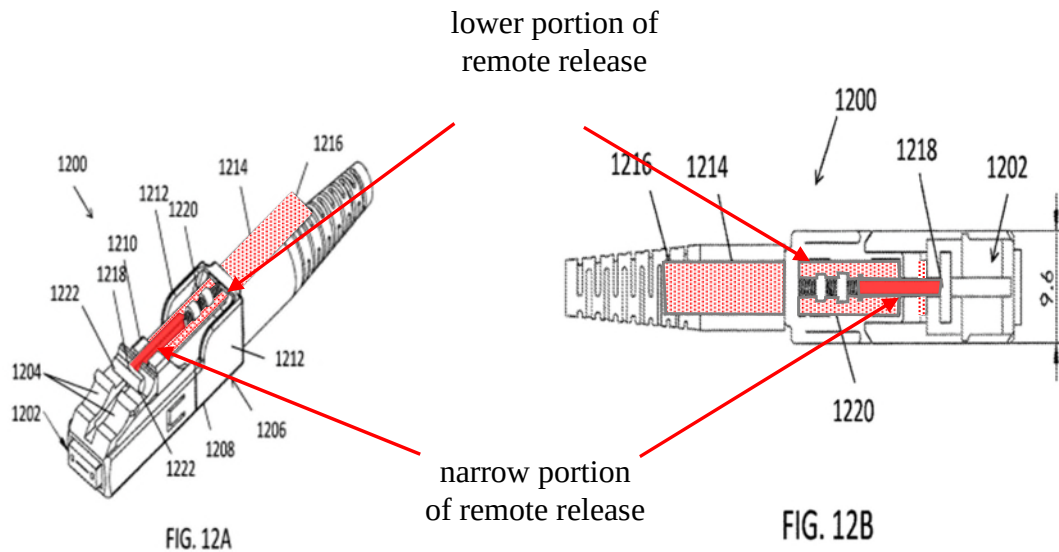


FIG. 12A

EX1001: Fig. 12A (annotated); EX2001: ¶26.

More specifically, “the remote release comprises a lower portion [textured shading in the annotated figures below] and a narrower portion [solid shading in the annotated figures below] above the lower portion, the lower portion being wider than the narrower portion.” EX1001: 12:50-52; EX2001: ¶27.



EX1001: Fig. 12A & 12B (annotated); EX2001: ¶27.

The remote latch release is “slidably” received within a groove of housing. EX1001: 12:47-49; EX2001: ¶28. The groove receiving the remote latch release being located on the same wall of the housing—identified as the “first wall”—as the depressible latching arm. EX1001: 12:43-49; EX2001: ¶29.

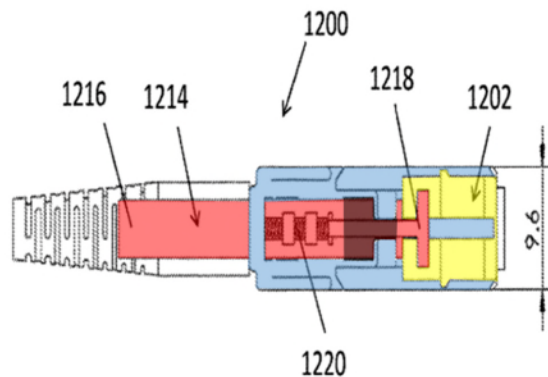


FIG. 12B

EX1001: Fig. 12B (annotated to show the remote latch release (red) received within the groove (darkly shaded)); EX2001: ¶29.

The groove in the housing receiving the remote latch release is shaped to correspond to the remote latch release. EX1001: 12:50-60; EX2001: ¶30. More specifically, the remote latch release “includes an inner portion and an outer portion, the inner portion being wider than the outer portion”, with (1) “the inner portion of the groove being configured to slidably receive the lower portion of the latch release” and (2) “the outer portion of the groove being configured to slidably receive the narrower portion of the latch release.” EX1001: 12:50-60; EX2001: ¶31.

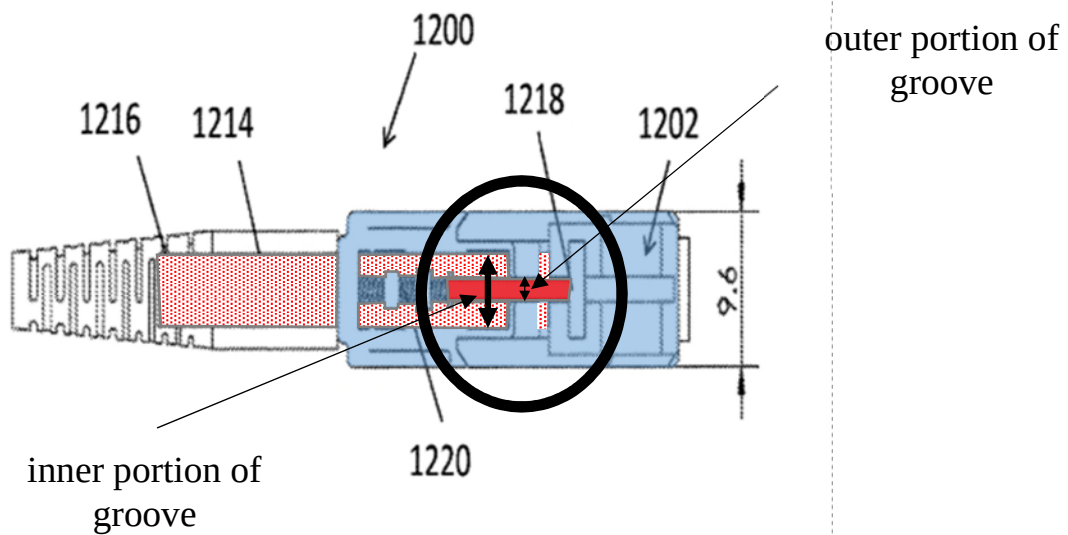


FIG. 12B

EX1001: Fig. 12B (annotated); EX2001: ¶31.

IV. CLAIM CONSTRUCTION

In an IPR, the Board gives claim terms their plain meaning as understood by a person having ordinary skill in the art (“PHOSITA”). *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312-13 (Fed. Cir. 2005); 37 C.F.R. § 42.200(b). In construing terms, “the person of ordinary skill in the art is deemed to read the claim term not only in the context of the particular claim in which the disputed term appears, but in the context of the entire patent, including the specification.” *Id.* at 1313.

A. The PHOSITA

Senko does not challenge US Conec's stated level of ordinary skill in the art at this time but reserves the right to do so later. EX2001: ¶¶32-33.

B. Claim Construction

Senko does not dispute that each of the claim terms should be afforded their plain and ordinary meaning, but believes that US Conec has failed to sufficiently account for the claim term "slidably receive[d]" as it is used in Claim 1 throughout its comparison of the prior art to the claims of the '760 Patent.

1. "*Slidably Receive[d]*"

Claim 1 of the '760 Patent recites the claim term "slidably receive[d]" in three separate claim limitations describing how the remote latch release is received within the groove:

- "the remote release being slidably received in the groove;"
- "the inner portion of the groove being configured to slidably receive the lower portion of the latch release;" and
- "the outer portion of the groove being configured to slidably receive the narrower portion of the latch release."

EX1001: 12: 48-49, 55-59; EX2001: ¶34.

In each of these instances, the remote latch release² or a portion of the remote latch release is not merely "received" within the groove, but is more specifically

² The claims of the '760 Patent use "remote release" and "latch release" interchangeably.

“slidably received.” EX2001: ¶35; *Bicon, Inc. v. Straumann Co.*, 441 F.3d 945, 950-51 (Fed. Cir. 2006) (“[C]laims are interpreted with an eye toward giving effect to all terms in the claim” and “In sum, the effect of adopting Diro’s proposed claim construction would be to read limitations [a], [b], [e], and [h] out of the claim. Not only would that be contrary to the principle that claim language should not be treated as meaningless, but it would be contrary to the specification”); *Warner-Jenkinson Co., Inc. v. Hilton Davis Chem. Co.*, 520 U.S. 17, 29 (1997) (“Each element contained in a patent claim is deemed material to defining the scope of the patented invention”).

“Slidably” is being used as an adverb form of the verb “slide”—i.e., to “move (something) along a surface while maintaining continuous contact with it”—to describe the arrangement in which the remote latch release is received by the groove. EX2002: 1596; *see also* EX2001: ¶¶36-37; EX2003: 2364 (“To move smoothly along a surface without intermission of contact . . . Slide commonly suggest, more definitively than slip or glide, contact with the surface over which one moves . . .”); EX2004: 1172 (“to move smoothly along a surface”).

While the term “slidably” is not used within the specification, the term “slide” is. In the instances that “slide” is used, it is used in the context of components moving along the surface of other components. EX1001: 3:15-17 (“a plurality of pins configured to slide along a semi-circular profile of the plurality of latching

arms”), 7:49-51 (“pointing pins 522 configured to rest directly above and slide along the semi-circular surface of latching arms 504”), 8:6-8 (“The pull tab 514 is coupled to the top housing 510 and configured to slide longitudinally along the length of the connector.”). 9:10-12 (“the pull tab 1214 there are outwardly pointing pins 1222 configured to rest directly above and slide along the semi-circular surface of latching arms 1204”); EX2001: ¶38.

In the context of Claim 1, the term “slidably receive[d]” is being used to describe the arrangement in which the remote latch release is received by the groove. EX2001: ¶39. As shown in the figures of the ‘760 Patent the groove conforms to the configuration of the remote latch release such that the inner portion of the groove provides minimal clearance—to the point of contacting—around the lower portion of the latch release and the outer portion of the groove provides minimal clearance around the narrower upper portion of the latch release. EX2001: ¶40.

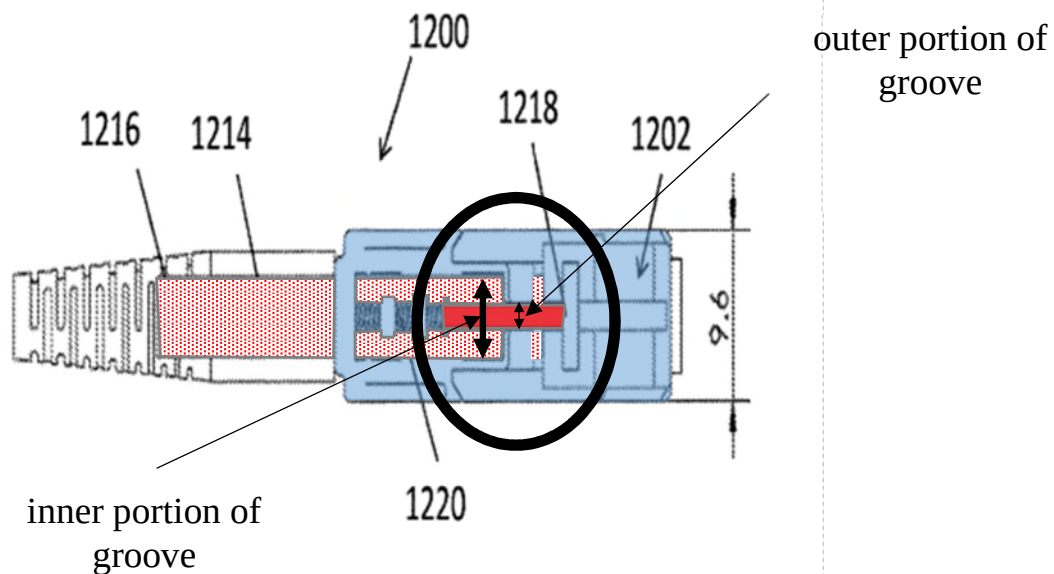


FIG. 12B

EX1001: Fig. 12B (annotated); EX2001: ¶40.

As such, one of skill in the art would recognize that in the context of the claims of the '760 Patent, where the [groove/portion of the groove] is required to “slidably receive” the [remote release/portion of the remote release], the configuration of the groove must sufficiently conform to the configuration of the remote latch release such that the recited groove/portion of the groove would have surface-to-surface contact with the recited remote release/portion of the remote release. EX2001: ¶¶41-42.

With regard to “slidably receive,” claim 1 does not merely recite the “release being slidably received in the groove,” so a proper construction of the claim as a whole requires more than just a groove with inner/outer portions that receives a sliding release with lower/narrower portions. The further limitations—(1) “the inner portion of the groove being configured to slidably receive the lower portion” and (2) “the outer portion of the groove being configured to slidably receive the narrower portion”—impose additional requirements for *how* a groove with inner/outer portions slidably receives a release with lower/narrower portions.

Accordingly, the person of skill in the art would understand Claim 1 to require (1) the inner portion of the groove to have surface-to-surface contact with the lower portion of the remote latch release and (2) the outer portion of the groove to have surface-to-surface contact with the narrower upper portion of the remote latch release. EX2001: ¶42.

V. US CONEC HAS FAILED TO PRESENT A *PRIMA FACIE* CASE THAT CLAIMS 1-17 OF THE ‘760 PATENT ARE INVALID

A. Grounds 3, 4, 5, 6, and 8: Wong Fails to Qualify as Prior Art

Of the eight obviousness grounds that US Conec raises in its Petition, Grounds 3, 4, 5, 6, and 8 each rely on U.S. Patent No. 9,599,778 (“Wong”) to allegedly establish a *prima facie* case of obviousness. Thus, each of Grounds 3, 4, 5, 6, and 8 are predicated on Wong qualifying as prior art.

Without providing any analysis beyond identifying the earliest possible priority date of the ‘760 Patent, US Conec alleges that the art it asserts in its petition—including Wong—qualifies as “prior art under §§ 102(a)(1) and/or 102(a)(2).” Petition: 14.

1. *Wong fails to qualify as prior art under § 102(a)(1)*

To qualify as prior art under 35 U.S.C. § 102(a)(1) the invention as allegedly disclosed by Wong needed to have been “patented, described in a printed publication, or in public use, on sale, or otherwise available to the public before the effective filing date of the claimed invention.” 35 U.S.C. § 102(a)(1).

The ‘760 Patent’s Related U.S. Application Data is reproduced as follows:

Related U.S. Application Data

(63) Continuation of application No. 16/695,901, filed on Nov. 26, 2019, now Pat. No. 11,152,748, which is a continuation of application No. 16/213,244, filed on Dec. 7, 2018, now Pat. No. 10,520,690, which is a continuation of application No. 15/044,838, filed on Feb. 16, 2016, now Pat. No. 10,158,194, which is a continuation-in-part of application No. 14/996,865, filed on Jan. 15, 2016, now Pat. No. 9,595,786.

EX1001: Related U.S. Application Data (highlighting added).

As acknowledged by US Conec, “[t]he earliest possible priority of the ‘760 Patent is January 15, 2016.” Petition: 14. Notably, US Conec did not raise any argument that any claim of the ‘760 Patent was not entitled to the January 15, 2016 priority date. And at the very least, the ‘760 Patent was entitled to at least the February 16, 2016 filing date of the U.S. Patent Application No. 15/044,838 (“the

‘838 Application”), as each application within the family that followed the ‘838 Application was a continuation, rather than a continuation-in-part.³

Wong on the other hand issued on March 21, 2017—*after* the February 16, 2016 latest potential priority date for the ‘760 Patent.⁴

(12) United States Patent Wong et al.	(10) Patent No.: US 9,599,778 B2 (45) Date of Patent: Mar. 21, 2017
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EX1005 (highlighting added).

Accordingly, Wong fails to qualify as prior art under 35 U.S.C. § 102(a)(1).

2. Wong fails to qualify as prior art under § 102(a)(2)

US Conec presumably intended for Wong to qualify as prior art under Section 102(a)(2) as it did have an earlier filing date than the ‘760 Patent, but this too fails as Section 102(a)(2) is qualified by the exceptions in Section 102(b)(2). More specifically, pursuant to Section 102(b)(2)(C), “[a] disclosure shall not be prior art to a claimed invention under subsection (a)(2) if . . . the subject matter disclosed and

³ Notably, the specification and figures as filed with the ‘838 Application and with the ‘760 Patent are essentially identical. *Compare* EX1001 and EX2005: 281-324.

⁴ Wong further lists US 2016/0116685 A1 under its prior publication. US 2016/0116685 also fails to qualify as prior art under 35 U.S.C. § 102(a)(1), as the publication date was April 28, 2016—*after* the February 16, 2016 latest potential priority date for the ‘760 Patent.

the claimed invention, not later than the effective filing date of the claimed invention, were owned by the same person or subject to an obligation of assignment to the same person.” 35 U.S.C. § 102(b)(2)(C). Wong meets this exception because the subject matter of Wong and the invention claimed in the ‘760 Patent were both owned by Senko as of the ‘760 Patent’s effective filing date.

More specifically, the patent application that eventually issued as Wong was assigned to Senko Advanced Components, Inc. in October 2014—over a year prior to the effective filing date of the ‘760 Patent. EX2006. Likewise, the inventors of the ‘760 Patent assigned their invention including “any continuations, continuations-in-part, divisionals, reissues, re-examinations or extensions thereof” to Senko Advanced Components, Inc. on January 15, 2016—concurrent with the earliest potential effective filing date of the ‘760 Patent. EX2007. Both assignments were further recorded with U.S. Patent Office. EX2006 (Reel: 035485 Frame: 0010); EX2007 (Reel: 037502 Frame: 0423).

Accordingly, Wong fails to qualify as prior art under 35 U.S.C. § 102(a)(2) pursuant to Section 102(b)(2)(C) exception.

By virtue of relying on a reference that fails to qualify as prior art, US Conec has failed to establish a *prima facie* case of obviousness in Grounds 3, 4, 5, 6, and 8 of its petition.

B. Grounds 1, 2, 3, and 7: US Conec Has Failed to Carry its Burden to Prove Independent Claim 1 of the '760 Patent is Rendered Obvious by the Combination of Raven and Kuffel [and Gniadek or Wong]

Independent Claim 1 recites, among other limitations:

the connector housing has a generally rectangular perimeter including opposite first and second walls and opposite third and fourth walls, the depressible latching arm being located on an exterior of the first wall;

wherein the first wall of the connector housing defines a groove, the remote release being slidably received in the groove;

wherein the remote release comprises a lower portion and a narrower portion above the lower portion, the lower portion being wider than the narrower portion; and

wherein the groove includes an inner portion and an outer portion, the inner portion being wider than the outer portion, the inner portion of the groove being configured to slidably receive the lower portion of the latch release and the outer portion of the groove being configured to slidably receive the narrower portion of the latch release . . .

EX1001: 12:47-59; EX2001: ¶40.

These limitations collectively specify the following distinct requirements for the claimed groove:

- the groove must be defined by the first wall on which the depressible latching arm is located;
- the groove must slidably receive the latch release;
- the groove must include an inner portion and an outer portion;
- the inner portion of the groove must be wider than the outer portion;

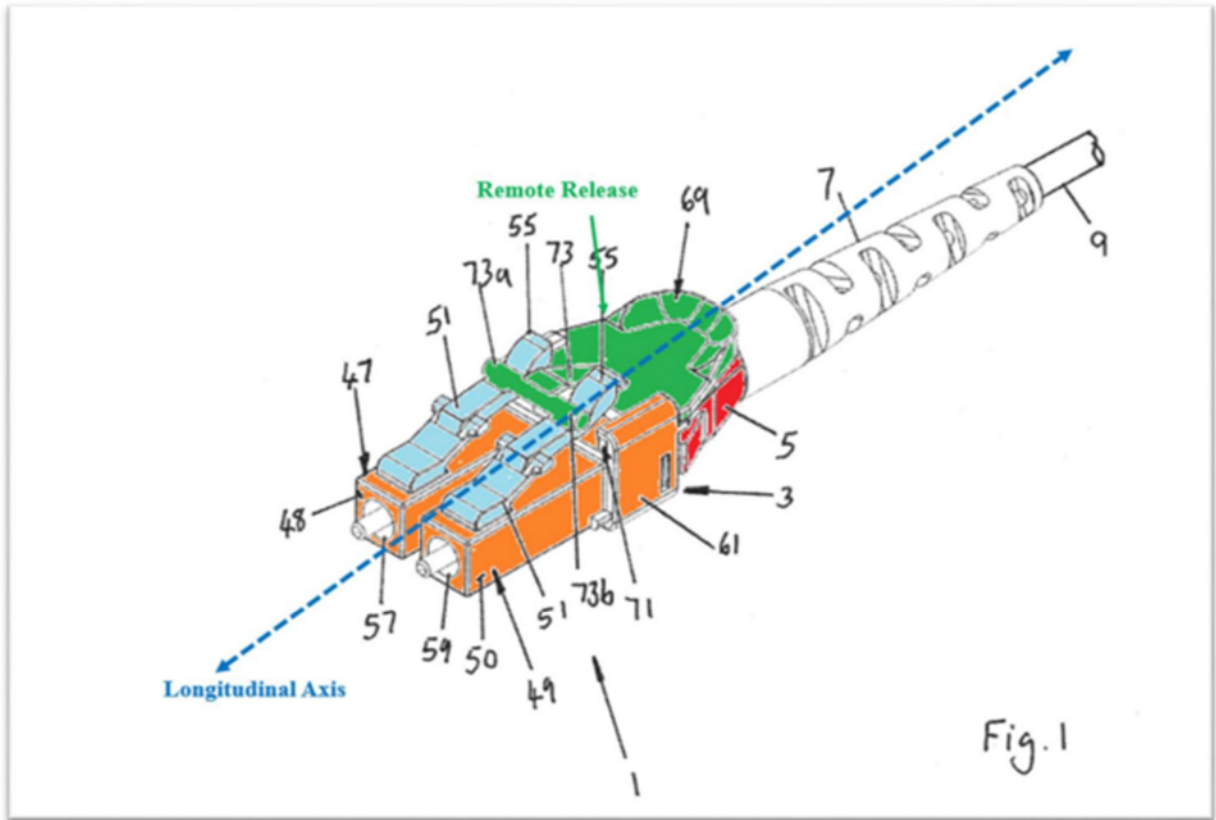
- the inner portion of the groove must be configured to slidably receive the lower portion of the latch release; and
- the outer portion of the groove must be configured to slidably receive the narrower portion of the latch release.

EX2001: ¶¶44-46.

While Grounds 3, 4, 5, 6, and 8 of the Petition rely exclusively on Raven to meet these limitations, US Conec has failed to demonstrate that each of these aspects of the claimed groove are found in any alleged groove of Raven and therefore fails to demonstrate *prima facie* obviousness.

1. US Conec Presents Two Alternative Theories as to How Raven Discloses the Claimed Groove

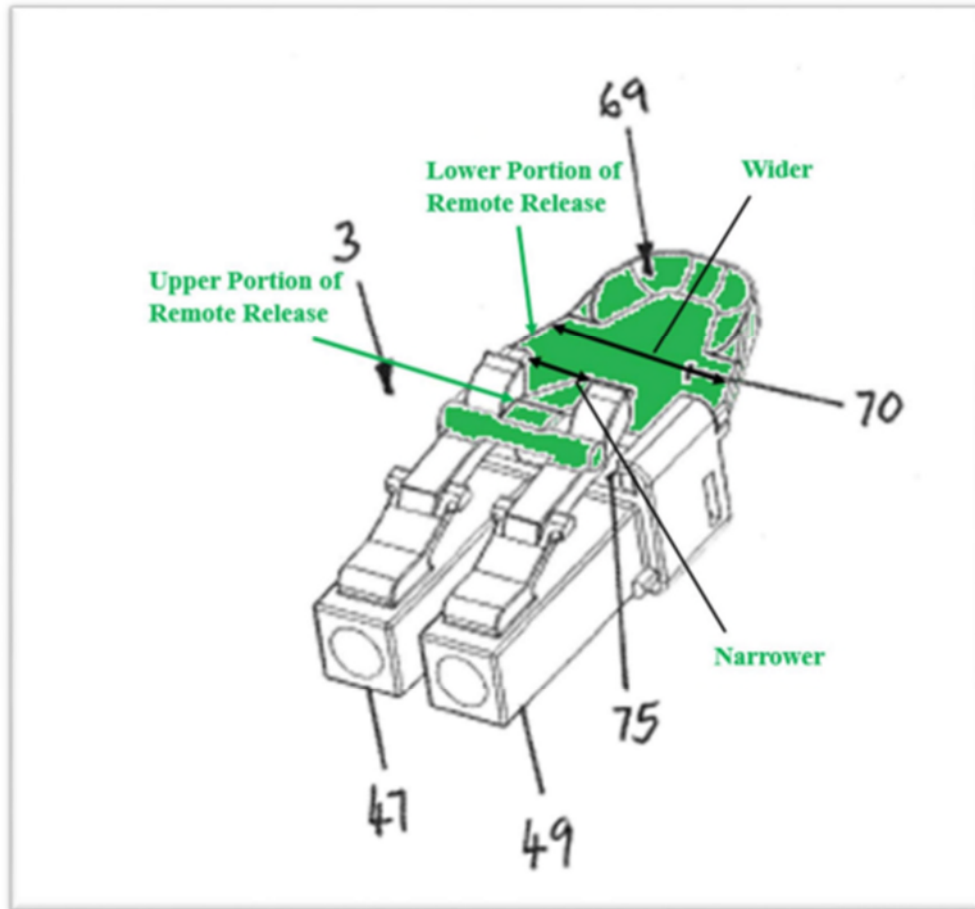
In general, US Conec argues that Raven discloses a groove for receiving the remote release (Raven's manually operable control 69), as identified in green below:



EX1003, FIG. 1 (annotated); *see also* EX1007, ¶214.

Petition: 34.

US Conec further alleges that the remote release of Raven comprises “a lower portion and a narrower portion above the lower portion, the lower portion being wider than the narrower portion” as shown in its annotated Fig. 3 below:



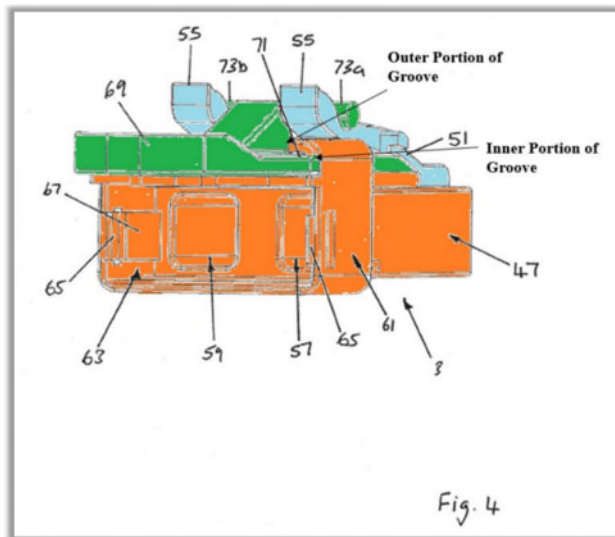
EX1003, FIG. 3 (cropped, annotated); EX1007, ¶234.

Petition: 42.

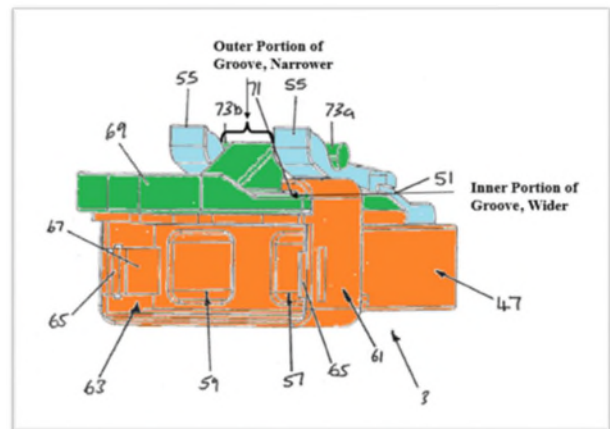
As best understood, US Conec’s position is that the flat base of the manually operable control (69) meets the claimed “lower portion of the latch release” and the upstanding stem of Raven’s actuator (73) meets the claimed “narrower portion of the latch release.” EX2001: ¶¶47-49.

As to the claimed groove, US Conec starts by vaguely alleging that Raven defines a groove located “between connector part 61 and two latching levers 51 into

which actuator 73 of manually operable control 69 and manually operable control 69 are slidably received.” Petition: 39; EX2001: ¶¶50-51, 53. Subsequently, US Conec takes two alternative positions about how Raven’s alleged groove maps to the limitations of Claim 1. Petition: 42-46; EX2001: ¶54. These alternative arguments are demonstrated in the figures below:



EX1003, FIG. 4 (annotated).



EX1003, FIG. 4 (annotated); EX1007, ¶238.

Argument 1 (Petition: 43)

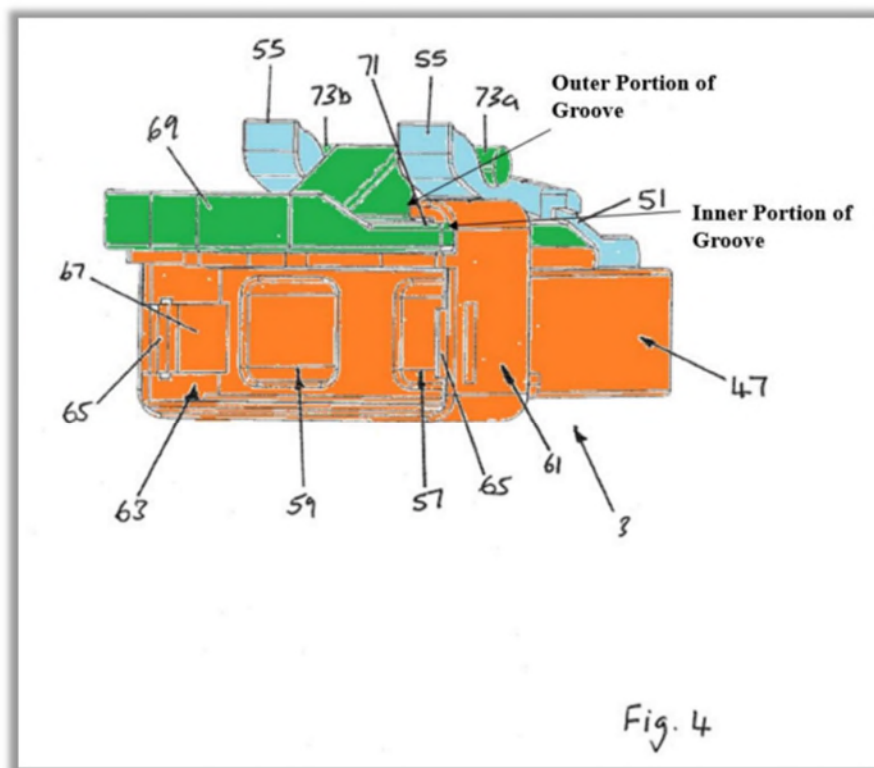
Argument 2 (Petition: 44)

Ultimately, US Conec’s attempt to advance two alternative theories for how Raven meets the requirements of the claimed groove actually highlights that Raven does not disclose any “groove” that satisfies all of the limitations of Claim 1.

The deficiencies of each of alternative argument with respect to the claimed groove are addressed individually below.

2. US Conec's First Argument Fails to Meet All Limitations of the Claimed Groove Because the Groove Does Not Slidably Receive Two Distinct Portions of the Remote Release

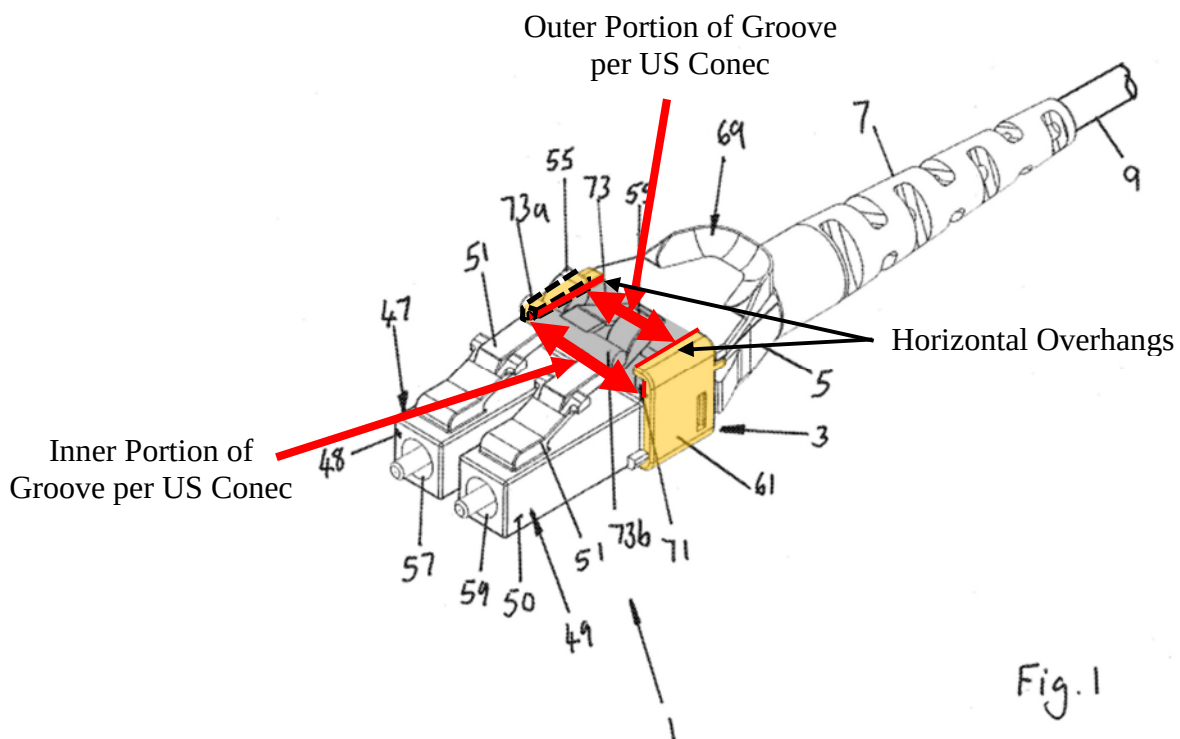
Under its first argument (herein referred to as “Argument 1”), US Conec argues that Raven discloses “grooves 71 defined by connector piece 61” and that the grooves (71) have a wider “inner portion (e.g., innermost portion of connector piece 61 forming groove 71)” and a narrower “outer portion (e.g., outermost part of connector piece 61 between which actuator 73 of manually operable control 69 slides into latches 55).” Petition: 42-43.



EX1003, FIG. 4 (annotated).

Petition: 43.

As indicated below, Patent Owner understands that US Conec's theory for Argument 1 is that the space (highlighted grey) between the opposing side walls and horizontal overhangs of Raven's connector piece (61) meets the claimed groove. EX2001: ¶¶55, 57-58. More particularly, Patent Owner understands that US Conec is alleging that the claimed inner portion of the groove is met by the space below the horizontal overhangs—between the side walls—and the alleged outer portion of the groove is met by the space between the edges of the horizontal overhangs. EX2001: ¶58.



EX1003: Fig. 1 EX1003: Fig. 1 (annotated to show Senko's understanding of the purported "inner" and "outer" portion of the groove as identified by US Conec); EX2001: ¶58.

Claim 1 recites three distinct requirements for how the groove must “slidably receive” the remote release:

- (1) “the remote release being slidably received in the groove;”
- (2) “the inner portion of the groove being configured to slidably receive the lower portion of the latch release;” and
- (3) “the outer portion of the groove being configured to slidably receive the narrower portion of the latch release.”

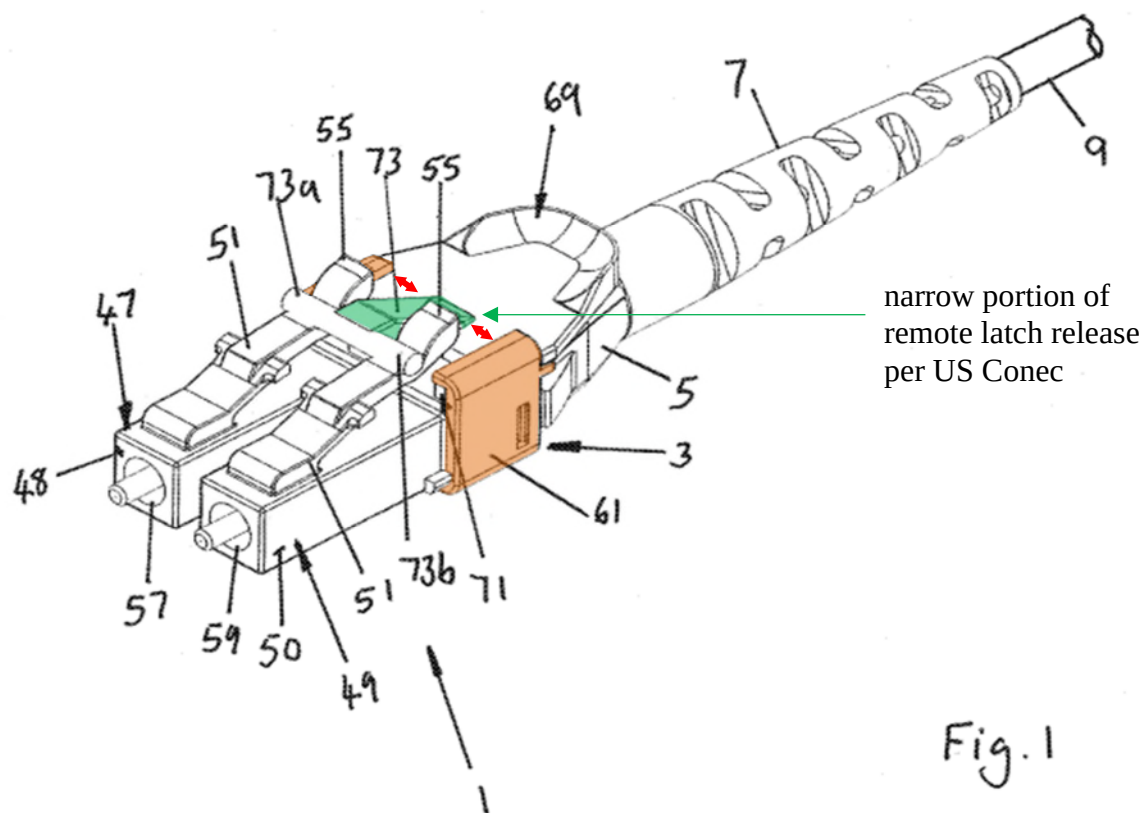
EX2001: ¶45.

Because US Conec has not raised any arguments in the instance that Raven fails to disclose a single groove meeting each of these requirements, it is not enough for the Petition to merely identify a disclosure meeting the first of these requirements—*e.g.*, the general reception of the remote release such that it slides within a groove. Rather, US Conec’s *prima facie* case is reliant on establishing that a groove disclosed by Raven has both an “inner portion of the groove being configured to slidably receive the lower portion of the latch release” and “the outer portion of the groove being configured to slidably receive the narrower portion of the latch release.” That is to say, second and third requirement imposes additional requirements on the claim beyond what is already stated in the first requirement—beyond mere sliding reception of the remote release in the groove. *Power Mosfet Techs., L.L.C. v. Siemens AG*, 378 F.3d 1396, 1410 (Fed. Cir. 2004) (“interpretations that render some portion of the claim language superfluous are disfavored”). As explained above in Section IV, these additional requirements are that (1) the inner

portion of the groove sufficiently conforms to the lower portion the latch release so as to have surface-to-surface contact during sliding and (2) the outer portion of the groove also sufficiently conforms to the narrower portion of the latch release so as to have surface-to-surface contact during sliding.

With the separate “slidably receive[d]” limitations in mind, the Petition fails to meet its *prima facie* burden because it has not shown that the alleged “outer portion” of its identified groove “slidably receive[s]” the alleged “narrower portion of the latch release.” EX2001: ¶¶64-66.

Specifically, US Conec’s Argument 1 alleges that the claimed “narrower portion of the latch release” is met by the narrow upstanding stem of the actuator (73) of the manually operable control (69) of Raven. Petition: 42. But as shown below, the stem of the actuator (73) is spaced apart from the edges of the horizontal overhangs that allegedly define the “outer portion” of the groove per US Conec’s Argument 1. EX2001: ¶65.



EX1003: Fig. 1 (annotated); EX2001: ¶65.

There is no contact whatsoever between the actuator (73) of Raven and the portions of the connector piece (61) that allegedly define a groove. EX2001: ¶66. US Conec’s proposed reading of Raven against Claim 1 would completely vitiate the “the outer portion of the groove being configured to slidably receive the narrower portion of the latch release” limitation as a distinct requirement. *In re Wilson*, 424 F.2d 1382, 1385 (CCPA 1970) (“All words in a claim must be considered in judging the patentability of that claim against the prior art.”).

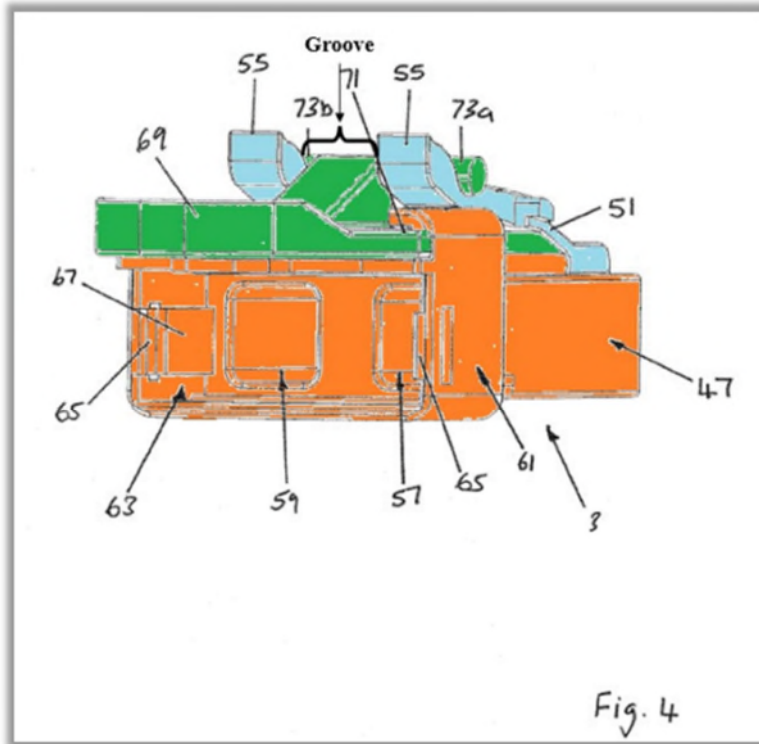
US Conec’s failure to address the term “slidably received” in the “the outer portion of the groove being configured to slidably receive the narrower portion of

the latch release” limitation is sufficient reason to deny institution. *Toyota Motor Corp. v. GE Hybrid Tech., LLC*, IPR2019-00009, paper 7 at 7-8, 18-22 (PTAB May 3, 2019) (denying institution based on claim constructions undertaken by the patent owner but not the petitioner); *Polygroup Ltd. v. Willis Electric Co., Ltd.*, IPR2014-01264, Paper 12 at 5-10 (PTAB Jan. 30, 2015) (denying institution based on a claim construction advanced by the patent owner even though the petitioner did “not offer a construction of the term”).

By failing to identify a “groove” that “includes ... an outer portion ... configured to slidably receive the narrower portion of the latch release,” US Conec’s Argument 1 fails to establish a *prima facie* case of obviousness.

3. *US Conec’s Second Argument Fails to Establish a Prima Facie Case of Obviousness*

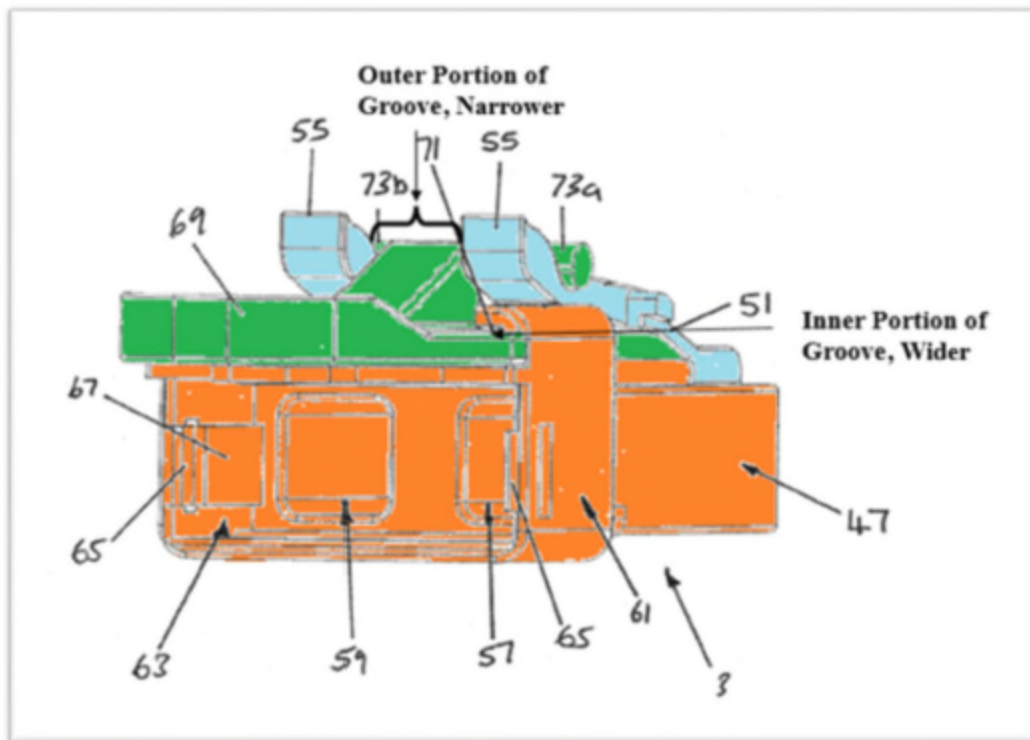
In apparent recognition of the deficiencies of Argument 1 above, US Conec alternatively alleges in an alternative argument (herein referred to as “Argument 2”) that “[t]he first wall of Raven’s connector housing also includes a narrower groove defined between the two latching levers 51 (including the free ends 55),” as shown in the annotated Figure 4 on page 41 of the Petition (reproduced below).



EX1003, FIG. 4 (annotated); EX1007, ¶230.

Petition: 41.

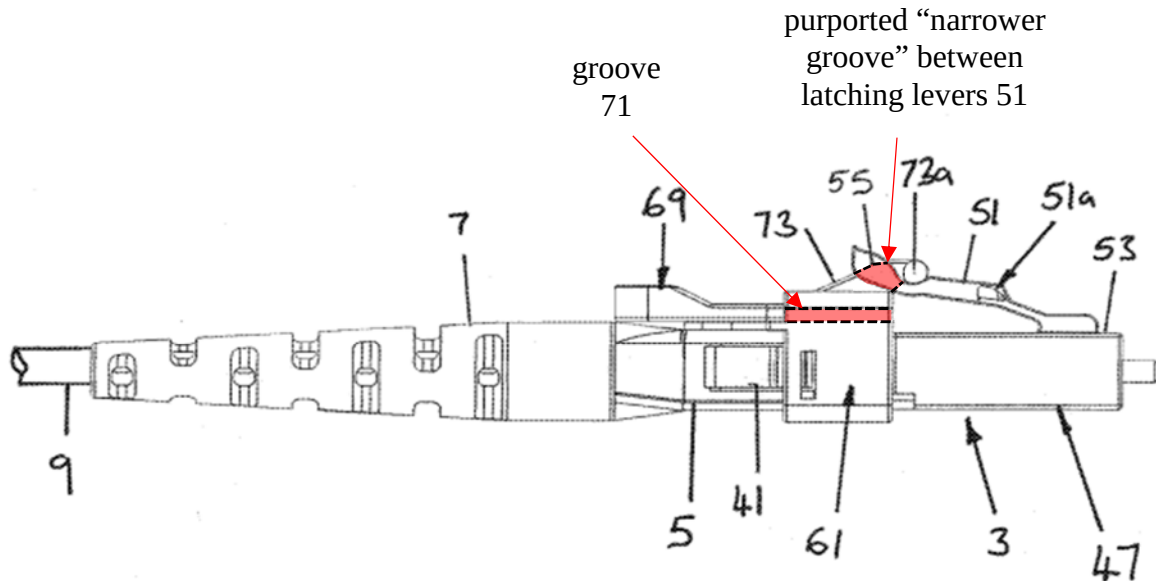
Accordingly, under Argument 2, US Conec argues that the claimed inner portion of the groove is met by the space below the horizontal overhangs and the claimed outer portion of the groove is met by the space between the latching levers (51). EX2001: ¶¶67-68.



- a. Argument 2 fails to demonstrate Raven meets “the groove includes an inner portion and an outer portion” limitation

Argument 2 conflates two distinct spaces (which do not combine to make a groove) as allegedly meeting the claim’s requirement for a groove with inner and outer portions. EX2001: ¶¶67-69. Notably, US Conec’s phrasing on page 40 that Raven “also includes a narrower groove defined between the two latching levers 41” (emphasis added) is a clear acknowledgment that the purported “narrower groove” does not combine with the space between the corresponding horizontal overhangs and side walls of connector piece (61) to form a groove with inner and outer portions. Instead, the Petition implicitly acknowledges that the two spaces are separate and distinct grooves.

Figure 2 of Raven (reproduced and annotated below) drives home that the purported “narrower groove” of Argument 2 is in fact separate and distinct from the space between the side walls of the connector piece 61. EX2001: ¶69.

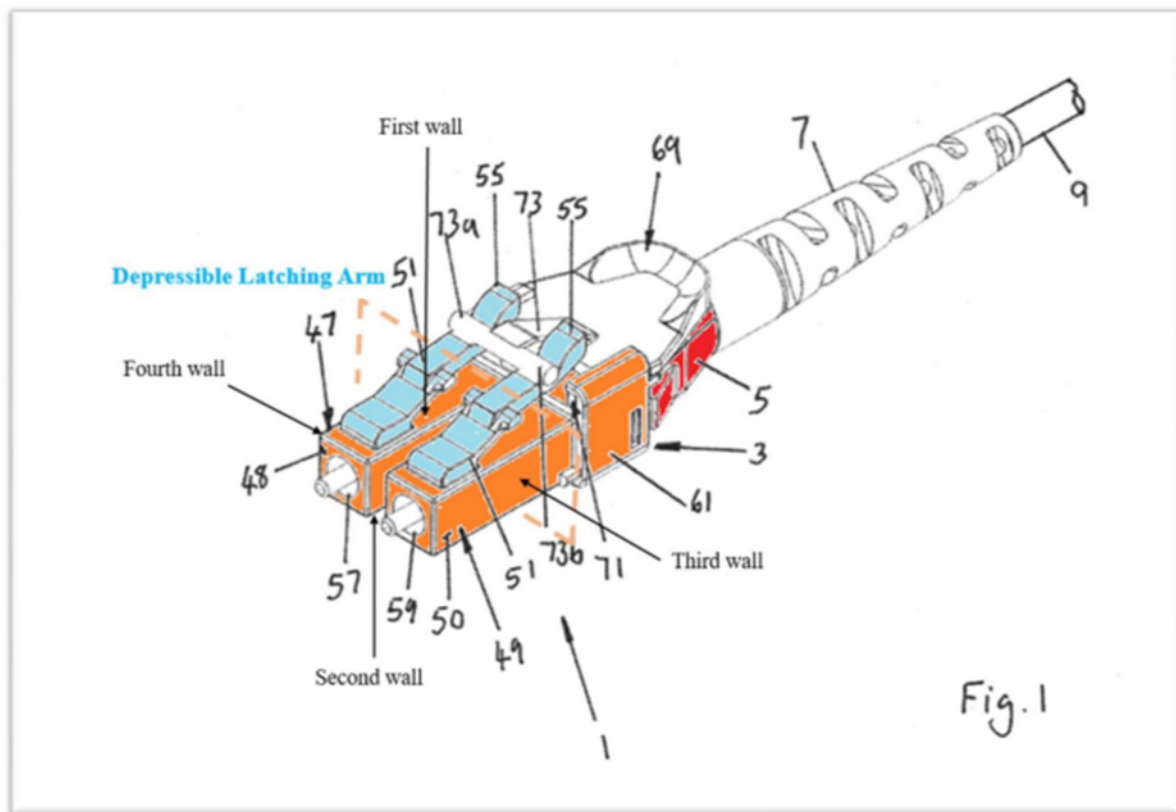


EX1002: Fig. 2 (annotated); EX2001: ¶69.

Whereas the “the groove includes an inner portion and an outer portion” limitation clearly requires that the inner and outer portions are both parts of the same groove, Raven’s disclosure of two separate and distinct spaces does not meet this limitation. Accordingly, US Conec’s Argument 2 fails to establish a *prima facie* case of obviousness by relying solely on Raven’s disclosure to meet this limitation.

- b. Argument 2 identified “outer portion of the groove” fails to meet the requirement that the groove be “define[d]” by the “first wall of the connector housing”

In addition to the deficiency in Section V(B)(3)(a) above, the so called “narrower groove” as defined in Argument 2 (*i.e.*, the space between Raven's latching levers (41)) is not defined by the alleged “first wall,” nor does it even qualify as a groove. EX2001: ¶¶70-75. As explained above, US Conec alleges that the claimed first wall is met by the top wall of Raven’s connector housing structures. Petition: 36.

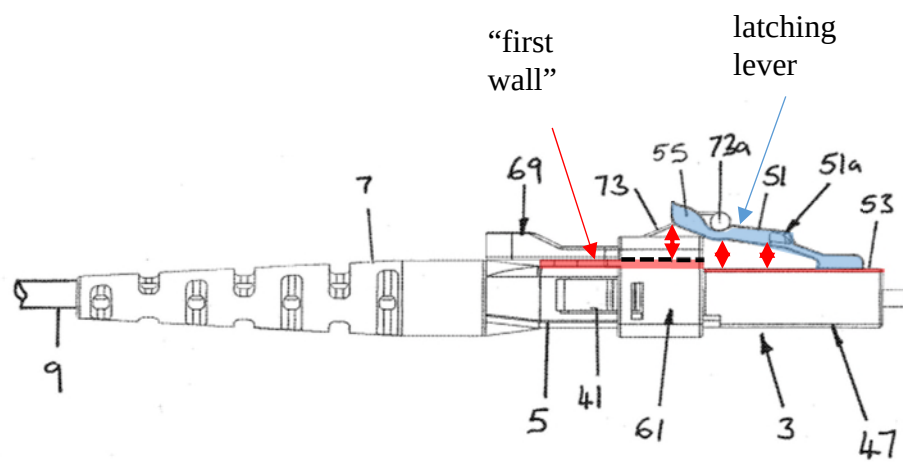


EX1003, FIG. 1 (annotated).

Petition: 36.

The so called “narrower groove” is not defined by the top wall of Raven. Rather, it is simply a space—unbounded on all but two vertical opposing sides—

between the two latching levers (51). EX2001: ¶71. And although the latching levers (51) are attached to a surface of the alleged “first wall,” they are separate components that are cantilevered away from the “first wall.” EX1003: 17:21-23 (“Each latching lever 51 is attached to an upper surface 53 of the connector 47,49. Each lever 51 is arranged in a cantilevered manner. Each lever 51 is resilient. Each lever 51 can be moved from a locking position to an unlocked position.”), Fig. 2 (reproduced and annotated below); EX2001: ¶73.



EX1003: Fig. 2 (annotated); EX2001: ¶73.

Not only does Raven describe its latching levers as separate components from the “first wall,” Claim 1 expressly recites that the depressible latching arm is a separate component “connected to the connector housing” and “located on an exterior of the first wall.” EX1001: 12:32-33; *see also Microsoft Corp. v. Proxyconn, Inc.*, 789 F.3d 1292, 1298–99 (Fed. Cir. 2015) (vacating a finding of

unpatentability because the Board erred in concluding that “two other computers” could include the caching computer that was recited separately in the claim) (overruled on other grounds); *In re Smith Int’l, Inc.*, 871 F.3d 1376, 1383–84 (Fed. Cir. 2017) (reversing anticipation and obviousness rejections because the examiner erred in included separately described components to the term “body”).

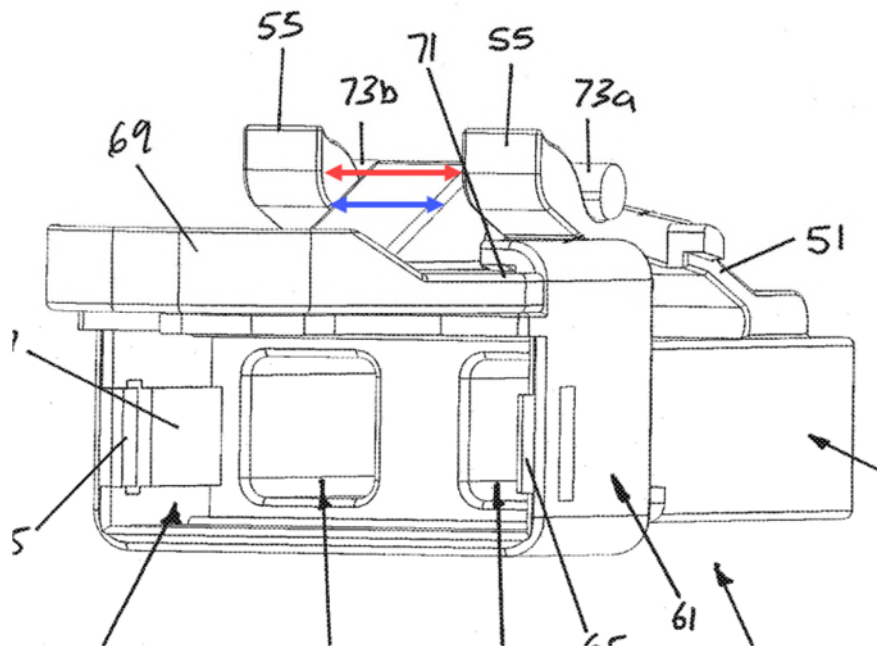
Accordingly, US Conec’s Argument 2 also fails to establish a *prima facie* case of obviousness because its identified “outer portion of the groove” fails to meet the requirement that the groove be “define[d]” by the “first wall of the connector housing.” EX2001: ¶75.

- c. Argument 2 identified “outer portion of the groove” fails to meet the requirement that “the outer portion of the groove be[] configured to slidably receive the narrower portion of the latch release”

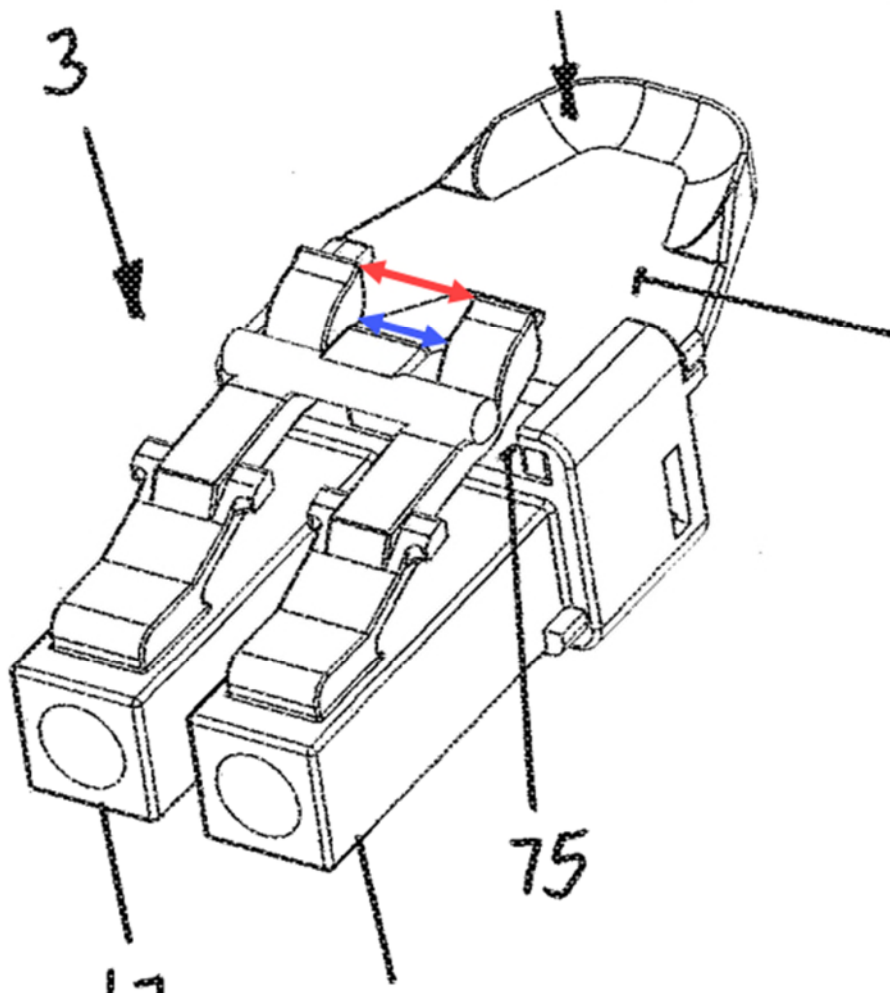
Like Argument 1, Argument 2 fails to establish its *prima facie* case of obviousness by failing to demonstrate Raven’s disclosures meet “the outer portion of the groove being configured to slidably receive the narrower portion of the latch release” limitation. As explained above, this limitation requires the outer portion of the groove to sufficiently conform to the narrower portion of the latch release so as to have surface-to-surface contact during sliding.

The so-called “narrower groove” between the latching levers (51) of Raven does not appear to meet the claimed “outer portion of the groove” because it does not sufficiently conform to the alleged “narrower portion” of the latch release (i.e.,

the upstanding stem of actuator (73)). As indicated by the red and blue dimension lines below, from multiple angles depicted in Raven's drawings, the apparent width of the stem of the actuator (73) (blue line) is notably narrower than the apparent width of the space between latching levers (51) (red line). Further, the actuator (73) is clearly centered between the latching levers.



EX1003: Fig. 4 (annotated).



EX1003: Fig. 3 (annotated).

This configuration, as understood from the drawings, does not allow for the side surfaces of the stem of the actuator (73) to make surface-to-surface contact with the inner side surfaces of the latching levers (51) during sliding of the manually operable control (69). Moreover, nothing in the text of Raven supports sliding contact between the latching levers (51) and the stem of the actuator (73). Accordingly, even under Argument 2, Raven fails to demonstrate “the outer portion

of the groove being configured to slidably receive the narrower portion of the latch release” limitation.

VI. CONCLUSION

US Conec’s invalidity grounds fail to demonstrate that there is a reasonable likelihood that US Conec will prevail in invalidating any of the challenged claims of the ‘760 Patent. Therefore, Senko respectfully requests the Board deny US Conec’s Petition.

Dated: April 18, 2024

Respectfully submitted,

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CERTIFICATE OF SERVICE

Under 37 C.F.R. § 42.6(e), the undersigned certifies that on April 18, 2024, a copy of the foregoing PATENT OWNER'S PRELIMINARY RESPONSE, along with the supporting exhibits, were served via email on the following:

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**CERTIFICATE OF COMPLIANCE WITH TYPE-VOLUME
REQUIREMENTS UNDER 37 C.F.R. § 42.24**

Under 37 C.F.R. § 42.24(d), the undersigned certifies that this Patent Owner Preliminary Response complies with the type-volume limitation of § 42.24(b)(1) because it contains 5,065 words, excluding the parts of the Preliminary Response exempted by § 42.24(a).

This paper also complies with the typeface requirements of 37 C.F.R. § 42.6(a)(2)(ii) and the type style requirements of 37 C.F.R. § 42.6(a)(2)(iii) and (iv).

Dated: April 18, 2024

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