

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

NETWORK SYSTEM TECHNOLOGIES,
LLC,

Plaintiff,

v.

TEXAS INSTRUMENTS INCORPORATED

Defendant.

Civil Action No. 2:22-CV-00482-RWS

JURY TRIAL DEMANDED

**PLAINTIFF NETWORK SYSTEM TECHNOLOGIES, LLC'S
REPLY CLAIM CONSTRUCTION BRIEF**

TABLE OF CONTENTS

I.	An “Integrated Circuit” is Sufficiently Structural To Overcome Any Means Plus Function Presumptions.....	1
II.	The ’818 Patent	2
	A. “interface means . . .” (claims 1, 6, and 7).....	2
	B. “dropping means (DM) . . .” (claims 1, 3, and 5)	3
III.	The ’449 Patent	5
	A. “resource manager . . .” (claims 10, 14, and 15).....	5
	B. “communication manager” (claims 10, 17, and 18)	6
IV.	The ’800 Patent	7
	A. “optimal amount of data to be buffered” (claim 12).....	7
	B. “an optimal moment for sending the data” (claim 12).....	8
V.	The ’052 Patent	9
	A. “interconnect means”	9
VI.	Common Terms	9
	A. “network”	9
	B. “integrated circuit”	10
VII.	Conclusion	10

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Bitmicro LLC v. Kioxia America, Inc., et al.</i> , Case 6:22-cv-00331 (W.D. Texas Feb. 16, 2023)	8
<i>Blackboard, Inc. v. Desire2Learn, Inc.</i> , 574 F.3d 1371 (Fed. Cir. 2009).....	4
<i>Datapoint Corp. v. Standard Microsystems Corp.</i> , 31 Fed. App'x 685, 695 (Fed. Cir. 2002)	2
<i>Egenera, Inc. v. Cisco Systems, Inc.</i> , 972 F.3d 1367 (Fed. Cir. 2020).....	3, 4
<i>Emhart Glass, S.A. v. Bottero, S.p.A.</i> , No. CV 01-4321, 2002 WL 34453879 (C.D. Cal. July 2, 2002)	2
<i>Intell. Ventures I LLC v. T-Mobile USA, Inc.</i> , 902 F.3d 1372 (Fed. Cir. 2018).....	8
<i>Intelligent Automation Design, LLC v. Zimmer Biomet CMF</i> , 799 Fed. App'x 847 (Fed. Cir. 2020).....	5
<i>Laitram Corp. v. Morehouse Indus., Inc.</i> , 143 F.3d 1456 (Fed. Cir. 1998).....	6
<i>Nautilus Inc. v. Biosig Instruments, Inc.</i> , 134 S.Ct. 2120 (2014).....	7
<i>Samsung Elecs Co. v. Matsushita Elec. Indus. Co.</i> , 2007 WL 3389980 (E.D. Tex. Nov. 14, 2007)	4
<i>SFA Sys., LLC v. 1-800-Flowers.com, Inc.</i> , No. 6:09-CV-340, 2011 WL 3476462 (E.D. Tex. Aug. 8, 2011)	1, 7
<i>In re TR Labs Pat. Litig.</i> , 2014 WL 3500596 (D.N.J. July 14, 2014).....	8
<i>WSOU Invs, LLC v. Google LLC</i> , 2023 WL 6210607 (Fed. Cir. Sept. 25, 2023)	1
<i>XR Commc'ns, LLC v. D-Link Sys., Inc.</i> , No. 817CV00596DOCJDE, 2022 WL 2288913 (C.D. Cal. Jan. 27, 2022)	3

Other Authorities

Local Rule CV-5(a)(3).....12

I. AN “INTEGRATED CIRCUIT” IS SUFFICIENTLY STRUCTURAL TO OVERCOME ANY MEANS PLUS FUNCTION PRESUMPTIONS.

Texas Instruments (“TI”) has failed to demonstrate that the “dropping means,” “interface means,” and “communication manager” are means plus function terms subject to § 112 ¶ 6.

As an initial matter, TI concedes “that the *Williamson* presumption in favor of § 112 ¶ 6 treatment does not apply to “communication manager.” Dkt. 107 (“Resp.”) at 15.¹ But even if this were not the case, NST has overcome any basis for invoking § 112 ¶ 6 for these three terms. TI does not dispute that “dropping means,” “interface means,” and “communication manager” are “circuit elements” comprised in an “integrated circuit,”² or that the Federal Circuit has held that “circuit” is a term that connotes structure. Dkt. 98 (“Br.”) at 12–21 (collecting cases).³ In fact, TI concedes that an “integrated circuit” is sufficiently structural and definite by separately arguing for a plain and ordinary meaning construction. Resp. at 29–30. Moreover, TI argues that “buffer” and “interconnect means”—which are also “circuit elements” in the “integrated circuit,” conceded

¹ TI’s attempt to seek a separate presumption of § 112 ¶ 6 by relying on *WSOU Invs. LLC v. Google LLC* is improper because there, unlike here, the *Williamson* presumption was still at issue. Resp. at 15 (citing 2023 WL 6210607 (Fed. Cir. Sept. 25, 2023)). Furthermore, TI’s suggestion that “manager” is a nonce word is not supported by caselaw in this district, and rings hollow given that it separately concedes that “manager” as used in “resource manager” connotes sufficient structure. Resp. at 19; *SFA Sys., LLC v. 1-800-Flowers.com, Inc.*, No. 6:09-CV-340, 2011 WL 3476462, at *13 (E.D. Tex. Aug. 8, 2011)(“‘event manager’ is clearly not a nonce word that might typically fail to connote sufficient structure and overcome the presumption against § 112(6) treatment.”).

² In fact, TI concedes that “**interface means . . . is linked in the specification** to the structure for reserving enough buffer space . . .” Resp. at 11 – 12 (emphasis added). As NST explained in its brief, similar linkages exist for all three terms. *See, e.g.*, ’818 Patent at Abstract and 5:27–31 (“**Said integrated circuit comprises at least one dropping means DM** for dropping data exchanged by said first and second modules M, S.”) (emphasis added); *see id.* at 5:37 – 40 (“**an integrated circuit comprising at least one interface means ANIP, PNIP** for managing the interface between a module M, S and the network N, RN is provided”); ’449 Patent at 7: 35 – 38 (“**said integrated circuit comprises at least one communication managing means CM** for managing the communication between different modules”).

³ TI argues, without support, that while the Federal Circuit has held that “circuit” is structural, these holdings should not extend to circuitry elements that are part of “circuit” structures. Resp. at 8.

to be structural and definite by TI—are themselves structural and definite. Resp. at 4, 26. Thus, these terms are sufficiently structural to overcome § 112 ¶ 6. Though TI’s constructions should be rejected on this basis alone, additional flaws with TI’s constructions are set forth herein.

II. THE ’818 PATENT

A. “interface means . . .” (claims 1, 6, and 7)

If the Court finds that “interface means” is neither subject to § 112 ¶ 6 nor is indefinite, NST’s unrebutted construction should be adopted. The disputed limitation reads “interface means (ANIP, PNIP),” with the specification disclosing ANIP and PNIP as “active network interface **port** ANIP [and] passive network interface **port** PNIP.” ’818 Patent at 7:23-34 (emphases added). These network interface ports are comprised in an integrated circuit, and connect modules and the router network. ’818 Patent at 5:37-40, 7:23-27, Fig 2. As such, these ports, which are structural, are expressly recited in the disputed phrase and confirm that the disputed phrase discloses structure. *See id.*; see, also, *Emhart Glass, S.A. v. Bottero, S.p.A.*, No. CV 01-4321 LGB(JWJX), 2002 WL 34453879, at *20 (C.D. Cal. July 2, 2002) (“conclud[ing] that the ‘timing input port means’ defines sufficient structure to escape section 112, ¶ 6). The ’818 Patent also describes the “interface means ANIP, PNIP” as being “adapted to store” messages, and such storage of messages cannot be achieved without storage circuitry, which is likewise structural. Br. at 13 (omitting citations). TI admits as much, observing that the “interface means ANIP, PNIP” comprises a buffer (Resp. at 11), which is a “structure” (Resp. at 4), and specifically a “memory used for storage.” *Id.* This is a circuit. Br. at 13. TI cannot argue that a buffer has structure when it favors TI’s position, only to reverse course to argue that the same buffer loses structure when part of larger structure. TI’s reliance on *Datapoint Corp. v. Standard Microsystems Corp.* is inapposite, as in that case “[t]he only evidence [the proponent] present[ed] allegedly supporting its argument [was] its conclusory statement . . . coupled with sundry citations.” Resp. at 10 (citing 31 Fed. App’x 685, 695 (Fed. Cir.

2002)). By contrast, NST demonstrated that the “interface means” is both part of a larger structural assembly (a circuit) and itself contains structural elements, such as storage buffers and ports.⁴

If the Court determines that § 112 ¶ 6 governs, the parties’ proposed functions are generally consistent.⁵ As to structure, and as noted *supra*, TI’s argument admits that “interface means ANIP, PNIP” includes a buffer and that a buffer has a structure. Resp. at 11–12. However, as discussed *supra*, TI excludes the port that is expressly recited in the “interface means ANIP, PNIP” term. In sum, the “interface means ANIP, PNIP” incorporates the structures of ports and buffers and is, therefore, a circuit, consistent with NST’s proposed construction and consistent with the disclosures of the ’818 Patent. For the same reason, this term is not indefinite.

B. “dropping means (DM) . . .” (claims 1, 3, and 5)

TI argues that “dropping means” is either subject to § 112 ¶ 6 or is indefinite and makes substantially similar arguments with respect to “interface means,” *supra*. As with “interface means,” to the extent that the Court holds that “dropping means” is neither subject to § 112 ¶ 6 nor

⁴ TI’s reliance on *Egenera* is equally inappropriate. In that case, the Court found that the proponent’s claim that “logic” was “software, firmware, circuitry, or a combination thereof” was “so broad” to render the term “formless.” *Egenera, Inc. v. Cisco Systems, Inc.*, 972 F.3d 1367, 1374 (Fed. Cir. 2020); see, also, *XR Commc’ns, LLC v. D-Link Sys., Inc.*, No. 817CV00596DOCJDE, 2022 WL 2288913, at *9 (C.D. Cal. Jan. 27, 2022), report and recommendation adopted, No. SACV1700596DOCJDE, 2022 WL 2291747 (C.D. Cal. Apr. 18, 2022) (“Thus, *Egenera* did not set aside the well-established principle that a term can connote structure ‘even if the term covers a broad class of structures and even if the term identifies the structures by their function.’”) (citing *Skky, Inc. v. MindGeek*, 859 F.3d 1014, 1019 (Fed. Cir. 2017); *TEK Global, S.R.L. v. Sealant Sys. Int’l, Inc.*, 920 F.3d 777, 786 (Fed. Cir. 2019) (“connoting precise physical structure is not a necessary condition to avoid § 112, ¶ 6 application”)). Here, NST points to “integrated circuit” structure, which is a term TI concedes is sufficiently structural and definite. Resp. at 29–30.

⁵ The parties agree that that the “interface means (ANIP, PNIP)” manages the interface between a module and network and control the dropping of data and transaction completion. *Compare* Br. at 12 *with* Resp. at 10–11. NST notes, however, that the disputed claim language provides that “the transaction completion *can* be controlled by the interface means” such that the interface means (ANIP, PNIP) may, but not necessarily and certainly not always, control the transaction completion. ’818 Patent at cl. 1 (emphasis added). Thus, NST’s function is the correct one.

is indefinite, the Court should adopt NST's unrebutted construction.

The disputed limitation reads “dropping means (DM),” where DM is described in the specification as interchangeably meaning “dropping means” (*see, e.g.*, ’818 Patent at Abstract) and “dropping manager.” *See, e.g., id.* at 7:48. Consistent with TI’s recognition that a “resource **manager**” is a sufficiently structural circuit element (Resp. at 19), TI concedes here that a “dropping **manager**” is a buffer, which is structural (Resp. at 4) and is also circuit. Br. at 15–16. The claim language expressly provides that the “dropping manager” is a circuit: “integrated circuit comprising at least one dropping means (DM),” where “integrated circuits” are known structures reflecting an “interconnection of circuit elements inseparably associated” (*id.* at 16), and where the dropping manager is configured to drop messages. *Id.* TI argues that while buffers disclose a structure, the dropping manager cannot be a buffer because “there are buffers that do not drop data.” Resp. at 4. But that argument makes no sense; the disputed limitation is claimed to drop data regardless of the capabilities of other hypothetical buffers. Hence a “dropping manager” is recited, not merely a generic buffer. For the same reason, this term is not indefinite.

TI’s cited cases do not support TI’s propositions. *Egenera*, as described *supra*, relates to the construction of “logic” that the proponent argued is “software, firmware, circuitry, or a combination thereof.” Resp. at 5–6. But here, the claim limitation expressly recites the “DM” as comprised in an integrated circuit. ’818 Patent at cl. 1. Importantly, TI concedes that the DM is implemented by way of a circuit or other devices, such as “a DSP, a microprocessor, microcomputer, or another suitable processing device.” Resp. at 6. This concedes that the DM is structural. TI’s remaining cases are also inapplicable: in *Blackboard, Inc. v. Desire2Learn, Inc.*, 574 F.3d 1371, 1383 (Fed. Cir. 2009), the proponent never provided a structure for “access control manager” defined by parameters other than the recited function; in *Samsung Elecs Co. v.*

Matsushita Elec. Indus. Co., 2007 WL 3389980, at *7–*9 (E.D. Tex. Nov. 14, 2007), the parties stipulated that “access means” and “output means” are governed by § 112 ¶ 6; and in *Intelligent Automation Design, LLC v. Zimmer Biomet CMF*, 799 Fed. App’x 847, 850–51 (Fed. Cir. 2020), the proponent challenged the construction of “control circuit” as used in a second disputed claim but not in both disputed claims, so the Court held that term as used in the second disputed claim must conform to the term as used in the first disputed claim, which not raised on appeal.

To the extent that the Court holds § 112 ¶ 6 governs, with respect to structure and as noted *supra*, TI’s argument admits that the “dropping manager” is a buffer and that a buffer has a structure. Resp. at 4. However, TI improperly imports unrecited “milk” and “wine” functions (*id.*) that not only violate the canons of claim construction but also has no bearing on the structure. The ’818 Patent’s specification discloses that the “active network interface ANIP as well as the passive network interface PNIP comprise a dropping manager DM, respectively” where the ANIP drops requests and the PNIP drops responses. ’818 Patent at 7:45–56. **“Possible scenarios”**—*i.e.*, examples—“include: (a) the oldest message is dropped (milk policy), or (b) the newest message is dropped (wine policy).” *Id.* This language of the specification is clear—this is not an exhaustive list because messages may be dropped according to other parameters, including priority or size.

III. THE ’449 PATENT

A. “resource manager . . .” (claims 10, 14, and 15)

TI’s construction fails because it has not identified any “‘exacting’ disavowal of claim scope,” as required by law. Br. at 23–4 (citing *Thorner v. Sony Computer Ent. Am. LLC*, 669 F.3d 1362, 1365–67 (Fed. Cir. 2012); *Avid Tech., Inc. v. Harmonic, Inc.*, 812 F.3d 1040, 1045 (Fed. Cir. 2016); *Massachusetts Inst. of Tech. v. Shire Pharms., Inc.*, 839 F.3d 1111, 1119 (Fed. Cir. 2016)). TI does not dispute that NST’s expert has shown that “the Applicant made ***no clear and unmistakable concession*** that the resource manager is ‘an arbiter that selects the output based on

input priorities.” Br. at 23 (citing Chmelar Decl. ¶ 153). Nor does TI dispute that “the Examiner explained in the Notice of Allowability that the claim was allowable over the prior art (including Emerson) because it ‘do[es] not teach wherein the resource manager determines whether the at least one connection with the communication channels is available based on the connection properties being available’—which is a limitation already expressly included in claim 10.” Br. at 23 (citing Chmelar Decl. ¶ 152). Rather, TI disregards the examiner’s explanation to manufacture ambiguity in the prosecution history. Resp. at 21. But ambiguous language is not “exacting,” and TI’s reliance on the distinguishable *Laitram* case to suggest otherwise is wrong. *Id.* (citing *Laitram Corp. v. Morehouse Indus., Inc.*, 143 F.3d 1456 (Fed. Cir. 1998)). Namely, in *Laitram*, the presence of an exacting statement was not disputed; rather, the issue was whether such a statement could be ignored if the examiner failed to indicate whether it was considered in granting an allowance. *Laitram Corp.*, 143 F.3d at 1462. Here, the exact opposite is true: there was ***no exacting statement***; the examiner ***did say*** the prior art was considered; and the ***examiner did explain*** that allowance was granted over the prior art.

B. “communication manager” (claims 10, 17, and 18)

As noted above, TI conceded that the *Williamson* presumption does not apply to “communication manager.” Resp. at 15. Moreover, TI’s proposed constructions for “dropping means” and “resource manager” confirm that “communication manager” is sufficiently structural, as follows. With respect to “dropping means” as discussed *supra*, TI argues that the structure is a “buffer that implements a ‘milk’ policy (drops oldest data) or a ‘wine’ policy (drops newest data) when the buffer overflows.” Resp. at 2. In fact, what TI actually describes is the ’818 Patent’s disclosure of the “dropping manager,” *see, e.g.*, ’818 Patent at 8:38 – 39 (“The dropping manager DM may drop data in case of buffer overflow”), confirming that a “manager” is structural. This concession aligns with (i) TI’s *inconsistent* position that “resource manager” is not subject to § 112

¶ 6, (ii) NST’s *consistent* positions that a “manager” is structural, and (iii) case law in this district directly contradicting TI’s argument that “manager” is a “nonce word.”⁶

If “communication manager” is construed under § 112 ¶ 6, the Court should reject TI’s proposed functions for adding the extra limitations that the communication manager “receiv[es] a request for a connection from the first module” and “receives the availability of a target connection,” which TI tacitly acknowledges are not recited in the claims by conceding that these limitations merely “*stem from* the language of claim 10.” Resp. at 16 (emphasis added). Conversely, NST’s function of “forward a request for a connection to a resource manager” should be adopted because it comes directly from the claim. ’449 Patent at Claim 10 (“the communication manager forwarding the request to a resource manager”).

IV. THE ’800 PATENT

A. “optimal amount of data to be buffered” (claim 12)

TI’s indefiniteness argument must be rejected for failing to apply the correct legal standard under *Nautilus Inc. v. Biosig Instruments, Inc.*,¹³⁴ S.Ct. 2120, 2124 (2014). Namely, instead of addressing whether this term informs a **person of ordinary skill in the art**, TI argues that a “subjective term of degree” cannot be definite if it “leav[es] **the public** to guess whether and how . . . a given device infringes.” Resp. at 21. Accordingly, TI’s position must be rejected.

TI’s argument additionally fails because it depends on a faulty reading of the ’800 Patent. Contrary to TI’s suggestion, the ’800 Patent discloses an objective function that informs a person of ordinary skill to maximally improve interconnect utilization under the constraint that one or more of ten objective “connection properties” are satisfied. ’800 Patent at 3:35–37 (“It is therefore

⁶ Cf. *SFA Sys., LLC v. 1-800-Flowers.com, Inc.*, No. 6:09-CV-340, 2011 WL 3476462, at *13 (E.D. Tex. Aug. 8, 2011) (“[t]he term ‘event manager’ is clearly not a nonce word that might typically fail to connote sufficient structure and overcome the presumption against § 112(6) treatment.”).

an object of the invention to provide an integrated circuit, a method for buffering as well as a data processing system with an improved interconnect utilization.”); *id.* at 4:24 – 28 (Accordingly, the packet size of the data transferred over the interconnect can be adapted according to the properties of the actual communication and thereby the utilization of the interconnect can be improved.”). TI incorrectly argues that these “connection properties” are subjective. This is wrong. For instance, the “ordering” connection property requires that data be transported in order, which is an objective condition satisfied simply by transporting data in the correct order.⁷

B. “an optimal moment for sending the data” (claim 12)

TI’s argument that “an optimal moment for sending the data” is indefinite turns on the false premise that “an optimal moment” is an arbitrary point in time. Resp. at 25. In fact, the ’800 Patent discloses that the “optimal moment” is the time when sending data will maximize interconnect utilization given the established connection properties. *See* ’800 Patent, claim 12 (“... configured to determine an optimal moment for sending the data ... according to communication properties of the communication between the master and the slave.”); *see also id.* at 7:4-14 (“... the transmission moment may be determined in a similar way by the first and second determination means BLDU1, BLDU2. For a guaranteed throughput GT connection, data should wait for one of the slots reserved for its connection. ... Alternatively, for a best effort BE connection, a round robin arbitration across connections in the NI can be used.”).⁸

⁷ TI’s reliance on *Intell. Ventures I LLC v. T-Mobile USA, Inc.* is therefore misplaced, as that case involved quality of service indicators that were “entirely subjective and user-defined.” 902 F.3d 1372, 1381 (Fed. Cir. 2018). Similarly, *In re TR Labs Pat. Litig.* is also distinguishable since the term at issue, “an optimization *strategy*,” included the concept of a “strategy,” which is inherently subjective. 2014 WL 3500596, at *5 (D.N.J. July 14, 2014). Conversely, the ’800 patent discloses an “optimal amount” that is directed at improving (i.e., maximizing) interconnect utilization to the extent possible while satisfying one or more objective “connection properties.”

⁸ TI’s attempt to distinguish *Bitmicro LLC v. Kioxia Am., Inc., et al.* is based on its erroneous claim that the “connection properties” disclosed in the ’800 Patent are subjective. Resp. at n.14 (citing

V. THE '052 PATENT

A. “interconnect means”

In its response, TI has ignored the term at issue, “interconnect means,” and has instead chosen for the first time to disclose a proposed construction for the term “interconnect,” which is not at issue. Resp. at 26. TI’s untimely proposed construction after the discovery deadline for claim construction, and during briefing, no less, is improper and must be rejected.

By extension, TI has also failed to properly respond to NST’s proposed construction for the term “interconnect means” by instead choosing to respond as if the term at issue is simply “interconnect.” Again, this is incorrect. Moreover, TI’s failure to respond to the actual claim term at issue renders its arguments about the meaning of “interconnect,” but not “interconnect means,” irrelevant. What’s more, TI’s arguments ignore the ’052 Patent’s teaching that “networks for on-chip communication” must be viewed “*in contrast* to existing on-chip interconnects (*e.g.*, buses, switches, or point-to-point wires).” See ’052 Patent at 1:48-54 (emphasis added).

VI. COMMON TERMS

A. “network”

TI’s response accepts the premise of NST’s position: conflicting definitions for the term “network” existed at the time of the Asserted Patents. Resp. at 29.⁹ NST follows this premise to its logical conclusion: the term “lacked a consistent plain and ordinary meaning.” Br. at 8. NST’s construction is based on intrinsic evidence in the Asserted Patents that reflects what a person of ordinary skill would have understood this term to mean as used in the Asserted Patents.

Case 6:22-cv-00331 (W.D. Texas Feb. 16, 2023)). As noted above, the “connection properties” disclosed are objective properties. See *Supra* § IV.A. Thus, *Bitmicro LLC* is applicable.

⁹ TI incorrectly argues that NST’s position is that “a network *must only involve* ‘indirect’ connection.” Resp. at 29 (emphasis added). This is wrong. NST’s position is that the term “network” comprises “indirect interconnections between modules.” Br. at 10.

TI's only response appears to be that "intrinsic evidence does not constrain the claimed 'network' with the limitations . . . 'multi-hop,' 'separated by one or more network nodes,' . . . [or] 'to a system of "indirect[ly]" connected modules.'" Resp. at 28. This is untrue. The Asserted Patents clearly disclose "the **multi-hop nature** of a network, where communication **modules are not directly connected**, but **separated by one or more network nodes.**"'" Br. at 8 (citing Asserted Patents). NST's construction for "network" tracks this language almost exactly.

B. "integrated circuit"

Again, TI dismisses the extensive evidence cited in NST's brief supporting its construction of "integrated circuit" as "interconnected circuitry on a chip," Br. at 11, to simply declare by fiat that they "com[e] nowhere close to the high bar for disclaimer." Resp. at 30.

But TI does not dispute that the Asserted Patents expressly explain "the many ways in which 'NoC's [(network-on-chip's)] premises are different from off-chip networks,' including 'their constraints and synchronization,' such that "most of the network design choices must be reevaluated.'" Br. at 11 (citing Chmelar Decl. ¶¶ 64 – 65 (collecting citations to Asserted Patents)). Nor does TI dispute intrinsic evidence that shows that the Asserted Patents pertain to "on-chip", not "off-chip," networks. Br. at 11 (citing Chmelar Decl. ¶¶ 67 – 68 (collecting citations to Asserted Patents)). These references provide more than enough support for NST's construction. Conversely, TI fails to adequately support its plain and ordinary meaning construction. TI fails to offer evidence from the patents that shows that they pertain to off-chip networks. At most, TI relies on the untenable claim that the definition of an "integrated circuit" has remained unchanged since 1958. Resp. at 30 (citing Thornton ¶ 138.). TI's position lacks credibility and must be rejected.

VII. CONCLUSION

TI respectfully requests the Court to adopt its proposed claim construction positions.

Date: October 18, 2023

Respectfully submitted,

/s/ Daniel S. Stringfield w/ permission William
E. Davis, III

William E. Davis, III

Texas Bar No. 24047416

Ty Wilson

DAVIS FIRM PC

213 N. Fredonia Street, Suite 230

Longview, TX 75601

903-230-9090

bdavis@davisfirm.com

twilson@davisfirm.com

Daniel S. Stringfield (lead counsel)

NIXON PEABODY LLP

70 West Madison St., Suite 5200

Chicago, IL 60602

312-977-4130

dstringfield@nixonpeabody.com

nst@nixonpeabody.com

Erica J. Van Loon

Vincent C. Capati

NIXON PEABODY LLP

300 S. Grand Avenue, Suite 4100

Los Angeles, CA 90071

213-629-6000

evanloon@nixonpeabody.com

vcapati@nixonpeabody.com

David R. Kocan

NIXON PEABODY LLP

One Embarcadero Center, 32nd Floor

San Francisco, CA 94111

415-984-8282

dkocan@nixonpeabody.com

Attorneys for Plaintiff

Network System Technologies, LLC

CERTIFICATE OF SERVICE

I hereby certify that all counsel of record are being served on October 18, 2023 with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3).

/s/ William E. Davis, III

William E. Davis, III