

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

VIA NT TECHNOLOGY LLC

Petitioners,

v.

INTENT IQ, LLC

Patent Owner.

IPR2024-00422

Patent 7,861,260*

**PETITIONER’S BRIEF RESPONSIVE TO
“PATENT OWNER’S OPENING SUPPLEMENTAL BRIEF REGARDING
‘CONTRACTED TO...’ LIMITATIONS OF CLAIMS 121 AND 146”**

*Viant Technology LLC was joined as a party to this proceeding via a Motion for Joinder in IPR2025-00129.

TABLE OF CONTENT

I.	Patent Owner’s Construction Misrepresents the Petition and Reply in Order to Pursue an Improperly Narrow Construction.....	1
II.	The Petition’s Obviousness Theory Renders Claims 121 and 146 Obvious Even Under Patent Owner’s Improper Construction	2

With the '260 Patent's explicit definition of the term "TV ad" undermining Patent Owner's position on non-obviousness, Patent Owner misrepresents Petitioner's position with respect to the term "television advertisement (TV ad)" as set forth in the Petition and Reply in an attempt to inhibit the Board from considering the full and proper scope of the claim language. Such a position cannot stand. Moreover, even if Patent Owner's construction were adopted, the evidence cited in the Petition with respect to dependent claims 121 and 146 demonstrates that the Petition's combination of Baig and Costa still renders those claims obvious.

I. Patent Owner's Construction Misrepresents the Petition and Reply in Order to Pursue an Improperly Narrow Construction

Patent Owner argues that "Petitioner acknowledged that the plain meaning of the term [TV ad] applies," and that the '260 Patent's explicit definition for the term "TV ad" is somehow "a belated new construction." Paper 40, 2. Not so. The Petition and Reply expressly relied upon the '260 Patent's express definition of "Television advertisement (TV ad)."

In addressing the first instance where the term "television advertisement" was recited in the claims (*i.e.*, limitation [1B]), the Petition explained that, "[b]y providing Baig's advertisements to a STB for presentation on a television, such advertisements constitute 'television advertisements' as defined by the '260 Patent," and cited to the '260 Patent's definition of the term "Television advertisement (TV ad)." Petition, 27 (citing express definition at Ex. 1001, 6:37-40). Thus, from the

outset, the Petition relied expressly upon the '260 Patent's express definition when addressing the obviousness of the claims.

That the Petition did not repeat its adoption of the '260 Patent's express definition at every other instance of the term in the claims is of no moment. Just as the '260 Patent set forth its definition once, so too did the Petition adopt the definition as applicable to its obviousness analysis. And the Reply made this point indisputable when it quoted this very same portion of the Petition and cited the '260 Patent's definition when rebutting Patent Owner's arguments with respect to claims 121 and 146. Reply, 17 (citing express definition at Ex. 1001, 6:37-40). Indeed, the Reply explained how Patent Owner improperly "reads additional limitations into the claims." *Id.* Thus, Patent Owner was appropriately on notice of this dispute.

Despite Petitioner's consistent reliance on the '260 Patent's explicit definition, the POR and Sur-Reply failed to present any arguments as to why this definition should not apply. Even now, Patent Owner cites no authority that supports ignoring an explicit definition in the patent. And by failing to explain how its arguments would continue to apply even under the '260 Patent's definition, Patent Owner defaults if that definition is rightly adopted.

II. The Petition's Obviousness Theory Renders Claims 121 and 146 Obvious Even Under Patent Owner's Improper Construction

Even if the Board were to adopt Patent Owner's overly narrow construction, the evidence cited in the Petition with respect to dependent claims 121 and 146

nonetheless proves that the Baig and Costa combination would still render the claims obvious. For example, in explaining how “Baig discloses that ‘multiple advertisers can bid against each other to have their advertisements displayed at a particular location and time of day, or based on some other end-user profile,’” the Petition cited to paragraphs [0103] to [0106] of Baig. Petition, 50-51. In these paragraphs, Baig provides examples of what it means for an advertiser to have their advertisement “displayed at a particular location and time of day.” *See id.* In one cited example, Baig describes that “real-time advertising is provided at one or more physical locations (e.g., billboard at Times Square, NY) based on real-time bidding between advertising entities...The winner of the bidding can then advertise, for example, on the billboard at Times Square in real time, for a predetermined time period (e.g., 1 hour).” EX1007, [0105]. In other words, in the portions of Baig cited for claims 121 and 146, Baig explains that advertisers can bid to display an advertisement at a single physical display (*i.e.*, a specific device). *See id.* And, as explained in the Petition, at least one such device within the proposed combination is Costa’s STB. Petition, 27 (“In the proposed combinations, Costa’s STB is one of the devices receiving ads”). Thus, the Petition cites to an example in Baig where there is a bid and acceptance (“a meeting of the minds between the contracting parties”) for the “exclusive right” to display an advertisement at a specific device (*e.g.*, a billboard or an STB). *See* Paper 40, 3-5.

Respectfully submitted,

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CERTIFICATE OF SERVICE

Pursuant to 37 CFR § 42.6(e)(4), the undersigned certifies that on September 18, 2025, a complete and entire copy of this Petitioner's Brief Responsive to "Patent Owner's Opening Supplemental Brief Regarding 'Contracted To...' Limitations of Claims 121 And 146" was provided via email, to the Patent Owner by serving the email correspondence addresses of record as follows:

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