

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

META PLATFORMS, INC.,
Petitioner

v.

SITNET, LLC,
Patent Owner

Case IPR2024-00612
U.S. Patent No. 8,249,932

PETITIONER'S REPLY TO PATENT OWNER'S RESPONSE

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Patent Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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PETITIONER’S UPDATED EXHIBIT LIST

Exhibit No.	Description
1001	U.S. Patent No. 8,249,932 to Cona et al. (“’932 patent”)
1002	Prosecution History of U.S. Patent No. 8,249,932 (“Prosecution History”)
1003	Declaration of Bernard J. Jansen, Ph.D.
1004	<i>Curriculum Vitae</i> of Bernard J. Jansen, Ph.D.
1005	<i>Intentionally Left Blank</i>
1006	<i>Intentionally Left Blank</i>
1007	U.S. Patent No. 8,346,864 to Amidon et al. (“Amidon”)
1008	U.S. Patent No. 9,195,996 to Walsh et al. (“Walsh”)
1009	Ioannidis, J.P.A. et al., “Updated science-wide author databases of standardized citation indicators,” <i>PLOS Biology</i> (Oct. 2020)
1010	<i>Intentionally Left Blank</i>
1011	U.S. Patent No. 7,263,614 to Roskind (“Roskind”)
1012	<i>Intentionally Left Blank</i>
1013	Zhang, P. et al., “Intelligent Delivery of Interactive Advertisement Content,” Bell Labs Technical Journal, 13(3):143-158 (Sept. 2008)
1014	U.S. Patent Pub. No. 2006/0095320 to Jones (“Jones”)
1015	U.S. Patent No. 8,799,073 to Shahine et al. (“Shahine”)
1016	“Why we’re buying DoubleClick” Google Blog, accessed at https://googleblog.blogspot.com/2007/06/why-were-buying-doubleclick.html (June 26, 2007) (“Google Blog”)
1017	<i>Intentionally Left Blank</i>
1018	<i>Intentionally Left Blank</i>
1019	<i>Intentionally Left Blank</i>
1020	<i>Intentionally Left Blank</i>
1021	“GPS Coordinates,” TechTarget (Aug. 2022)
1022	<i>Intentionally Left Blank</i>

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1024	Tsang, M.M. et al., “Consumer Attitudes Toward Mobile Advertising: An Empirical Study,” <i>International Journal of Electronic Commerce</i> , 8(3):65-78 (2004)
1025	Gidófalvi, G. et al., “Estimating the Capacity of the Location-Based Advertising Channel,” <i>Sixth International Conference on the Management of Mobile Business</i> (2007)
1026	Bruner, R.E. et al., “Best Practices for Optimizing Web Advertising Effectiveness,” <i>DoubleClick</i> (May 2006)
1027	Haghirian, P. et al., “Increasing Advertising Value of Mobile Marketers,” <i>Proceedings of the 38th Hawaii International Conference on System Sciences</i> (2005)
1028	Jafarzadeh, H. et al., “A Systematic Review on Search Engine Advertising,” <i>Pacific Asia Journal of the Association for Information Systems</i> , 7(3):1-32 (Sept. 2015)
1029	“What is an ad server?,” Adjust, accessed at https://www.adjust.com/glossary/ad-server-definition/
1030	<i>Intentionally Left Blank</i>
1031	U.S. Patent No. 8,560,385 to Atazky et al. (“Atazky”)
1032	Complaint, <i>SitNet, LLC v. Meta Platforms, Inc.</i> , Case No. 1:23-cv-06389 (S.D.N.Y.)
1033	“From the original banner to Tosh.0: The hits and misses of publisher ad plays,” <i>Digiday</i> , accessed at https://digiday.com/sponsored/001-328-347-628-gumgumbcs-timeline-how-publishers-monetized-their-pages-since-1988/ (Dec. 9, 2015)
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1041	“The Evolution of Google AdWords – A \$38 Billion Advertising Platform,” WordStream, accessed at https://www.wordstream.com/blog/ws/2012/06/05/evolution-of-adwords (Dec. 18, 2023)
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1043	Story, L. and Helft, M., “Google Buys DoubleClick for \$3.1 Billion,” The New York Times, accessed at https://www.nytimes.com/2007/04/14/technology/14DoubleClick.html (Apr. 14, 2007)
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1046	Rothenberg, R., “An Advertising Power, but Just What Does Doubleclick Do?,” The New York Times, accessed at https://www.nytimes.com/1999/09/22/technology/an-advertising-power-but-just-what-does-doubleclick-do.html (Sept. 22, 1999)
1047	Malhotra, A., “HTML Images,” Tech Altum, accessed at https://tutorial.techaltum.com/html-image.html (May 27, 2023)
1048	“Pop-up ads OK for Tripod,” CNET, accessed at https://www.cnet.com/tech/services-and-software/pop-up-ads-ok-for-tripod/ (Dec. 22, 1997)
1049	Langheinrich, M., “Unintrusive customization techniques for Web advertising,” Computer Networks: The International Journal of Computer and Telecommunications Networking, 31(11-16):1259-72 (May 1999)
1050	Reiter, M.K., “Detecting Hit Shaving in Click-Through Payment Schemes,” Proceedings of the 3rd USENIX Workshop on Electronic Commerce (Aug. 31, 1998)
1051	Civil Case Management Plan and Scheduling Order, Case No. 1:23-cv-06389 (S.D.N.Y.), Document 35 (10/20/2023)
1052	Plaintiff SitNet’s Disclosure of Asserted Claims and Infringement Contentions, <i>SitNet, LLC v. Meta Platforms, Inc.</i> , Case No. 1:23-cv-06389 (S.D.N.Y.)
1053	Supplemental Declaration of Bernard J. Jansen, Ph.D.
1054	Joint Claim Construction Statement, <i>SitNet, LLC v. Meta Platforms, Inc.</i> , Case No. 1:23-cv-06389 (S.D.N.Y.) (Feb. 21, 2024)
1055	Infringement Contentions, Exhibit 8, <i>SitNet, LLC v. Meta Platforms, Inc.</i> , Case No. 1:23-cv-06389 (S.D.N.Y.)
1056	Transcript of the Deposition of Aviel D. Rubin, Ph.D., February 7, 2025

I. INTRODUCTION

Patent Owner does not dispute that the prior art presented in the Petition renders obvious every element of the challenged claims except one—“event node.” As to the “event node” element, Patent Owner offers no new arguments. Rather, Patent Owner largely repeats the same “event node” arguments presented in its Preliminary Response that were rejected by the Board in its Institution Decision.

Patent Owner’s arguments are based on an erroneous construction of the term “event node,” which impermissibly attempts to import limitations from the ’932 patent specification into the claims and creates redundancies in the claims that render existing claim language superfluous. Moreover, Patent Owner’s proposed construction is unsupported by and inconsistent with the opinions of its own expert, who opines that a “node” in the context of the patent is simply “an object that has attributes defining it.” EX2009, ¶34.

Patent Owner further mischaracterizes the Petition’s positions with respect to the prior art, relying on a generic dictionary definition in a transparent attempt to simplify and divert attention from the prior art’s disclosure. As it did in its Institution Decision, the Board should reject Patent Owner’s arguments and find all challenged claims unpatentable.

II. PATENT OWNER’S PROPOSED CONSTRUCTION OF “EVENT NODE” IMPERMISSIBLY READS IN LIMITATIONS FROM THE SPECIFICATION.

Claim 12 of the ’932 patent recites an “event node.” Patent Owner requests that the Board “adopt the District Court’s construction of all terms” in the parallel litigation. POR, 1. As recognized by Patent Owner, POR, 3, in the parallel litigation, the court determined that the term “event node” “[n]eeds no construction.” *See* EX2007, 5-6. Petitioner agrees. Pet., 9-10.

Nevertheless, Patent Owner alleges that the ’932 patent specification “provides a definition for an event node.” POR, 1. According to Patent Owner, “an event node per claim 12 is a node within an NDSN providing up-to-date information regarding an event or situation via peer-to-peer communication with other nodes.” POR, 3. Patent Owner’s proposed construction attempts to improperly import optional features from the specification, renders superfluous existing claim language, and is unsupported by Patent Owner’s own expert. Patent Owner’s “event node” construction should be rejected.

In support of its construction, Patent Owner argues that an “event node is defined in the specification as a type of node that communicates up-to-date information in a NDSN.” POR, 2 (citing EX1001, 7:29-38). But, the disclosure upon which Patent Owner relies is not definitional. Rather, this disclosure is simply exemplary, described as an example within an embodiment. *See* EX1001,

7:24-28 (“*In one embodiment . . .*”) (emphasis added), 7:29-38 (“In the context of the NDSN, . . . *[f]or example*, an entity . . . establishes an event node in an NDSN that propagates up-to-date information on the situation.”) (emphasis added). And it is well established that “it is improper to read a limitation from the specification into the claims.” *Liebel-Flarsheim Co. v. Medrad, Inc.*, 358 F.3d 898, 904 (Fed. Cir. 2004); *Hill-Rom Servs., Inc. v. Stryker Corp.*, 755 F.3d 1367, 1371 (Fed. Cir. 2014) (“[W]e do not read limitations from the embodiments in the specification into the claims.”).

Contrary to Patent Owner’s proposed construction, the embodiments described in the ’932 specification do not require the information to be communicated by the event node. For example, in the context of the NDSN, the ’932 patent describes that users may share information related to the situation directly with other users, even when an event node is present. EX1001, 19:35-20:2 (“A user 250 may also share information related to the situation with another user in the NDSN using a connection established between the user’s PIA 404 and another PIA 406. PIA 406 may or may not be connected to the event node server 3011.”), 21:37-48 (describing establishing a “new link” between users “[u]pon discovering that they are [both] connected to the event node”), 30:20-22 (“Notifications may be distributed in the SitNet 300 using [] peer to peer connections, or through connections to a centralize[d] service, such as one that

includes the situation authority.”).

Patent Owner further cites a purported “general definition of a node provided in the specification”—that “[e]ach node is capable of communicating in a peer-to-peer fashion with other nodes in the NDSN.” POR, 2-3 (citing EX1001, 14:50-54). But, again, this disclosure is not definitional and unrelated to an “event node.” Specifically, the cited disclosure is part of “one embodiment” in which “individual users, members, entities, communities, or other aggregations of entities within the NDSN are associated with [] nodes.” EX1001, 14:41-44. Moreover, the sentence cited by Patent Owner refers to “user” nodes, rather than an “event node,” stating: “Each node is capable of communicating in a peer-to-peer fashion with other nodes in the NDSN, and thus is a *user’s* point of connection to the NDSN, providing *a user* with access to information that can be obtained *from other users* of the NDSN with whom the user has a relationship.” *Id.*, 14:50-54 (emphasis added). Thus, it would be improper to import the requirement that an “event node” must engage in “peer-to-peer communication with other nodes,” as Patent Owner proposes. *Liebel-Flarsheim*, 358 F.3d at 904; *Hill-Rom*, 755 F.3d at 1371.

Additionally, Patent Owner’s proposed construction would render claim language superfluous. Patent Owner contends that an “event node” must be “a node within an NDSN,” POR, 3, but claim 12 already recites, “establishing an event node for the situation *in a multi-dimensional personal information network*,”

EX1001, 33:52-53 (emphasis added). Patent Owner concedes that “[t]he specification defines a multi-dimensional personal information network as an N-dimensional social network (NDSN).” POR, 1. Patent Owner’s proposed construction thus “creates redundancies in the claim language,” rendering existing language superfluous. *TMI Prods., Inc. v. Rosen Ent. Sys., L.P.*, 610 F. App’x 968, 972 (Fed. Cir. 2015); *see also* EX2007, 5-6 (rejecting similar language as “awkward” and for creating “redundancy”).

Patent Owner’s own expert, Dr. Rubin, disagrees with Patent Owner’s proposed construction. In his declaration, Dr. Rubin defines a “node” merely as “an object that has attributes defining the node.” EX2009, ¶34. When asked in deposition about his understanding, Dr. Rubin explained, “this represents my understanding of how social networks work,” and “[t]here’s nothing in the patents that overrides this definition of a node, which is my understanding of what a node is in a social network.” EX1056, 26:12-27:13 (emphasis added). Thus, Patent Owner’s proposed construction of “event node” conflicts with its own expert’s understanding of the term.

At bottom, it is improper to require the claimed “event node” to “provid[e] up-to-date information regarding an event or situation via peer-to-peer communication with other nodes,” as Patent Owner contends. POR, 3. Instead, the term “event node” should be given its ordinary and customary meaning. Pet., 5;

EX1003, ¶38.

III. GROUNDS 1-3: THE PRESENTED COMBINATIONS OF AMIDON, WALSH, SHAHINE, AND JONES RENDER OBVIOUS CLAIMS 12-21.

A. Amidon teaches the claimed “event node” (claim 12).

As the Petition explained, Amidon teaches “establishing an event node for the situation in a multi-dimensional personal information network” in the form of a “social network conference” to which users may connect. Pet., 16 (citing EX1007, 2:60-63, 10:37-44). In response, Patent Owner largely repeats the arguments presented in its Preliminary Response, arguing that Amidon’s “conference cannot be a node” because “Amidon’s conference is merely a group of individuals communicating with one another,” and “the conferences do not include as a participant the situation or event underlying the conference.” POR, 4-8.

As discussed in the sections below, Patent Owner’s arguments toward Amidon’s conference and associated database architecture mischaracterize Petitioner’s positions and hinge on an impermissibly narrow construction of “event node.” And Patent Owner’s reliance on a generic dictionary definition of “conference,” POR, 4-5, is entirely divorced from Amidon’s express teachings. For reasons similar to those outlined in the Board’s Institution Decision, the Board should reject Patent Owner’s arguments and find that Amidon teaches an “event node.”

1. Patent Owner's arguments that Amidon's conference is not an "event node" mischaracterize Petitioner's positions and are premised on its improperly narrow construction.

Patent Owner's primary contention is that Amidon's "conference cannot be a node, let alone an event node," because it is "nothing more than individuals communicating with one another in a conference group chat." POR, 4-5. Pointing to the "display of social network conference group 201" in Amidon's Figures 4 and 5, Patent Owner argues that because "the conference merely comprises members, it is nothing more than an online meeting of individual users." POR, 6 (citing EX1007, 17:7-10).

But, as the Petition explains, Amidon's conference is defined by more than just its membership list. *See* Pet., 11-13, 16. Specifically, when a user initiates a conference, "[m]essaging server 14 is configured to recognize the conference metadata," and "data defining social network conferences may be maintained in one or more additional databases accessible by social network conferencing system 12." EX1007, 10:40-44; Pet., 16. In addition to a "list of users," the data defining the conference may also include, e.g., a conference ID and message information. EX1007, 3:36-39, 15:6-26, FIG. 3; Pet., 16. Thus, consistent with Patent Owner's own expert's understanding of an "event node," EX2009, ¶34, Amidon's conference is an object in the network with a unique ID and other attributes defining it.

Patent Owner continues, “Amidon’s conference is merely a group of individuals communicating with one another,” and contends that a “group of individuals cannot be a node, let alone an event node.” POR, 7. But this argument mischaracterizes, or at least misunderstands, Petitioner’s position. Petitioner does not rely on the group of individuals participating in Amidon’s conference as teaching the event node, but rather the conference itself (as defined by the stored data and accessibility via window 200). *See* Pet., 16 (“Amidon teaches ‘establishing an event node for the situation in a multi-dimensional personal information network’ *in the form of a ‘social network conference’ to which users may connect.*”) (emphasis added); Prelim. Reply, 9. As noted above, the conference is more than a group of individuals—it is an element created in Amidon’s network that facilitates communication between a group of individuals, defined by data including “a conference ID and list of users,” as well as message information. EX1007, 15:6-26; Pet., 16.

Further relying on its impermissibly narrow construction of “event node” that includes a requirement for peer-to-peer communication with the “event node,” Patent Owner argues that “an event node would be an element *within* a conference, but *not* the conference itself.” POR, 7 (emphasis in original). But, as explained above, the ’932 patent describes embodiments in which users may share information related to the situation directly with other users, even when an event

node is present. *See* Section II; EX1001, 19:35-20:2, 21:37-48, 30:20-22. In other words, in the '932 patent, the event node may, but *is not required* to, provide peer-to-peer communication with users.

Patent Owner further contends that Amidon's "conferences do not include as a participant the situation or event underlying the conference," and therefore do not include an "'event node' corresponding to a situation." POR, 7-8. Tellingly, Patent Owner cites no evidence to support this theory. As explained in Petitioner's Preliminary Reply, Amidon's conference need not include a node corresponding to the situation because Amidon's conference *is* the event node. Prelim. Reply, 9; EX1053, ¶¶15-16; Pet., 16. As the Board recognized in its Institution Decision, the '932 patent allows for the situation to be *associated with* a node—the situation or event does not have to *be* the node, which Patent Owner's theory would require. DI, 25 (citing EX1001, 7:31-32).

This understanding is consistent with examples described in the '932 patent, where the event node connects users to facilitate communication about the event or situation. EX1053, ¶17. For example, in the embodiment of Figure 25, a first user propagates messages (about a situation, e.g., a snowstorm) to other users in selected groups via a "node" in the network. EX1001, 30:23-45. The other users may then forward and/or reply to messages. *Id.* The node in this embodiment simply connects users to facilitate messaging. EX1053, ¶17. Amidon's social

network conference similarly connects users to facilitate messaging about a situation (e.g., a “Game Conversation”). EX1007, 16:65-18:50, FIG. 4; EX1053, ¶17.

This understanding is also consistent with Patent Owner’s initial infringement contentions in the district court. EX1055, 3-6; Prelim. Reply, 10. For example, Patent Owner equates an “event node” to a web page to which users may connect, defined by an event “id” and a URL, to view information regarding the event, as shown below. EX1055, 3-6.



EX1055, 6.

Amidon’s social network conference is no different—users connect to a conference via a “web-based application[]” to view information regarding an event. EX1007, 8:31-35; Pet., 34; EX1003, ¶117. For these reasons, the Board

should reject Patent Owner's arguments and find that Amidon's conference teaches the claimed event node.

2. Patent Owner's arguments regarding Amidon's database architecture likewise fail because they are again premised on an improperly narrow construction of "event node" and, in any case, Amidon's database stores data defining the conference and corresponding situation.

Again relying on its impermissibly narrow construction of "event node," Patent Owner argues that Amidon's "architecture of relational database," as depicted by Amidon's Figure 3, is not the claimed "event node" because (1) it does not "communicate[] information regarding a situation in a peer-to-peer fashion with other nodes"; and (2) it "fails to include a database record for the situation underlying the conference." POR, 10. These arguments do not alter the conclusion that Amidon's conference teaches the claimed "event node." Pet., 16.

First, as explained above, the proper construction of "event node" does not require that the "event node" itself provide "up-to-date information regarding an event or situation via peer-to-peer communication with other nodes," as Patent Owner contends. *See* Section II; POR, 3. Patent Owner's attempt to impermissibly narrow the claims based on embodiments in the specification should be rejected.

Second, as the Board found in its Institution Decision, "Patent Owner [does not] provide evidence or support that there must be a database record corresponding to the situation or event . . . in order for the conference to disclose

an ‘event node.’” DI, 25-26. Rather, as the Board noted, the ’932 patent states that a situation or event itself need only be “*associated with* a node.” DI, 25 (citing EX1001, 7:31-32 (emphasis in original); *see also* EX1001, 33:52-53 (claim 12 reciting “establishing an event node *for* the situation”) (emphasis added). This understanding also is consistent with the district court’s discussion of the claim term, explaining that the claim language “does make clear that the node *corresponds to* an event.” EX2007, 5-6 (emphasis added). And the Petition explains that “each conference relates to a ‘situation’ (‘the nature ... of a conference,’ EX1007, 2:57-63).” Pet., 16; EX1003, ¶¶79-80.

Nevertheless, even if a “database record for the situation underlying the conference” were required, as Patent Owner contends, Amidon’s “conference ID” identifies the conference. EX1007, 15:6-17; EX1053, ¶18. And “[t]itle bar 202 provides a description of the presently-selected conference (‘Game Conversation’),” indicating to a POSA that this information must be stored in the database record. EX1007, 16:65-17:7; EX1053, ¶18; DI, 26. It need not be labeled as an “event” or “situation” in Amidon to teach the limitation.

3. Patent Owner’s reliance on a generic dictionary definition of “conference” to characterize Amidon’s teachings is misplaced.

Patent Owner further attempts to bolster its arguments through reliance on a generic dictionary definition of the word “conference.” POR, 4. Specifically,

Patent Owner asserts that a “conference” is defined as “[a] meeting for consultation or discussion.” *Id.* Patent Owner thus asserts that “a conference is a group of individuals communicating with one another.” *Id.* But Patent Owner’s citation of a generic definition adds nothing to the obviousness inquiry and ignores Amidon’s disclosure.

As explained in the previous sections, Amidon’s “conference” is more than just its membership list. It is an element created in Amidon’s network to which users may connect, implemented on a computer and “based on the structure of an underlying social network.” *See, e.g.*, EX1007, 3:16-39, 7:56-61, 9:9-22, 16:65-19:3. And data defining the conference—including, among other data, a participant list, a conference ID, and message information—is stored in a computer-readable medium, for example, in accordance with the database structure illustrated in Amidon’s Figure 3. EX1005, 3:37-39, 15:6-26, FIG. 3. Put simply, each of Amidon’s conferences is “an object that has attributes defining” it, consistent with PO’s expert’s definition of a “node.” EX2009, ¶34; *see also* EX1056, 61:5-8 (agreeing that a “node” in the context of the patent is merely “a data structure that includes attributes that define it”).

Thus, contrary to Patent Owner’s position, Amidon’s conference is not simply a “group of individuals communicating with one another.” POR, 4. Rather, like the ’932 patent’s event node, Amidon’s conference connects users to facilitate

communication about the event or situation. *See, e.g.*, EX1001, 30:23-45; EX1007, 16:65-18:50, FIG. 4; Prelim. Reply, 9-10; EX1053, ¶¶16-17.

* * *

For the reasons discussed above and the reasons set forth in the Petition, Amidon teaches an “event node,” as recited in independent claim 12. Accordingly, the combination of Amidon and Walsh renders obvious independent claim 12.

B. Amidon, alone or in combination with Walsh, Shahine, and Jones renders obvious dependent claims 13-21.

Patent Owner does dispute that Amidon, Walsh, Shahine, and Jones render obvious the additional limitations recited in dependent claims 13-21. *See generally* POR. The Board should find these claims unpatentable for the reasons set forth in the Petition.

IV. CONCLUSION

For the foregoing reasons and the reasons set forth in the Petition, the Board should cancel the challenged claims as unpatentable.

Respectfully submitted,

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CERTIFICATE OF WORD COUNT (37 C.F.R. § 42.24(d))

1. This Petitioner's Reply complies with the type-volume limitation of 5,600 words, comprising 2,922 words, excluding the parts exempted by 37 C.F.R. § 42.24(c).
2. This Petitioner's Reply complies with the general format requirements of 37 C.F.R. § 42.6(a) and has been prepared using Microsoft® Word 2016 in 14-point Times New Roman font.

Respectfully submitted,

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CERTIFICATE OF SERVICE (37 C.F.R. § 42.6(e))

I certify that the above-captioned **PETITIONER'S REPLY TO PATENT OWNER'S RESPONSE** and associated Exhibit 1056 were served in their entirety upon the Patent Owner on February 26, 2025, upon the following parties via email:

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