

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

PARKERVISION, INC.,

Plaintiff,

v.

MEDIATEK INC. AND MEDIATEK USA
INC.,

Defendants.

Case No. 6:23-cv-00375-ADA

JURY TRIAL DEMANDED

JOINT CLAIM CONSTRUCTION STATEMENT

Pursuant to the Parties' Agreed Scheduling Order (D.I. 32), Plaintiff ParkerVision, Inc. ("ParkerVision") and Defendants MediaTek Inc. and MediaTek USA Inc. (collectively, "MediaTek") submit this Joint Claim Construction Statement. The claim terms identified below are found in U.S. Patent Nos. 7,483,686 (the "'686 patent"), 7,865,177 (the "'177 patent"), and 9,118,528 (the "'528 patent").

I. AGREED CONSTRUCTIONS

Claim Term	Agreed Construction
"modulated carrier signal" ('528 patent, claims 1-5, 19-23)	Plain-and-ordinary meaning wherein the plain-and-ordinary meaning is "an electromagnetic signal at a transmission frequency having at least one characteristic that has been modulated by a baseband signal"
"sampling aperture" ('528 patent, claims 1, 18, 19, 36)	"a period of time during which the switch is in its closed (i.e., on) state"
"energy transfer signal" ('686 patent, claim 11)	Plain-and-ordinary meaning

II. DISPUTED CLAIM TERMS

Claim Term	Proposed for Construction By	ParkerVision's Proposed Construction	MediaTek's Proposed Construction
"storage module" / "energy storage element" ('686 patent, claim 11; '528 patent, claims 1, 5, 8, 17, 18, 19, 23, 26, 35, 36)	ParkerVision / MediaTek	Storage module: "a module of an energy transfer system that stores non-negligible amounts of energy from an input electromagnetic signal" Energy storage element: "an element of an energy transfer system that stores non-negligible amounts of energy from an input electromagnetic signal"	"[energy] storage [module / element]" - "a [module / element] that stores non-negligible amounts of energy from an input electromagnetic signal"

Claim Term	Proposed for Construction By	ParkerVision's Proposed Construction	MediaTek's Proposed Construction
“switch” / “switching device” (’686 patent, claim 11; ’528 patent, claims 1, 5, 8, 17, 18, 19, 23, 26, 35, 36)	ParkerVision / MediaTek	Plain-and-ordinary meaning wherein the plain-and-ordinary meaning is “an electronic device for opening and closing a circuit as dictated by an independent control input”	“an electronic device for opening and closing a circuit”
“coupled” (’686 patent, claim 11; ’528 patent, claims 1, 19)	MediaTek	Plain-and-ordinary meaning	“directly connected or connected through a wire (or a closed switch)”
“matched filtering/correlating module” (’177 patent, claim 14)	ParkerVision	“linear time-variant circuitry that samples a modulated RF (radio frequency) carrier signal at an aliasing rate using a switch with an independent control input driven by a control signal with a non-negligible, periodic aperture, such that the samples, having non-negligible available energy, are accumulated and transferred to a load while the switch is closed and discharged through the load while the switch is open, thereby transferring available real power from the modulated RF carrier signal to the load and producing a downconverted signal with enhanced signal-to-noise power ratio”	Plain-and-ordinary meaning
“A system for frequency down-converting a modulated carrier	ParkerVision	The preamble is limiting. Plain-and-ordinary meaning.	Plain-and-ordinary meaning

Claim Term	Proposed for Construction By	ParkerVision's Proposed Construction	MediaTek's Proposed Construction
signal to a baseband signal" ('528 patent, claim 1)			
"the energy discharged during any given discharge cycle is not completely discharged" ('528 patent, claims 9, 27)	ParkerVision	Plain-and-ordinary meaning wherein the plain-and-ordinary meaning is "the energy that could potentially be discharged during any given discharge cycle is not completely discharged"	Plain-and-ordinary meaning
"multi-platform module" ('686 patent, claim 11)	MediaTek	Plain-and-ordinary meaning	Plain and ordinary meaning, where "platform" refers to a communications protocol and/or bearer service.

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Respectfully submitted,

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/s/ Matthew C. Bernstein

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