

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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MICROSOFT CORPORATION,  
Petitioner,

v.

PROXENSE, LLC,  
Patent Owner.

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Case IPR2024-00846  
Patent 8,886,954

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**PETITIONER'S REPLY TO PATENT OWNER'S RESPONSE**

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## LIST OF EXHIBITS

|          |                                                                                                                                                                                                                                      |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MSC-1001 | U.S. Patent No. 8,886,954 to John J. Giobbi (“the ’954 Patent”)                                                                                                                                                                      |
| MSC-1002 | Excerpts from the Prosecution History of the ’954 Patent (“the ’954 Prosecution History”)                                                                                                                                            |
| MSC-1003 | Declaration and Curriculum Vitae of Dr. Patrick Traynor                                                                                                                                                                              |
| MSC-1004 | Complaint, <i>Proxense, LLC v Microsoft Corporation</i> , 6:23-cv-00319, W.D. Tex., filed April 28, 2023                                                                                                                             |
| MSC-1005 | US Patent Application Publication No. 2005/0050367 (“Burger”)                                                                                                                                                                        |
| MSC-1006 | US Patent Application Publication No. 2003/0177102 (“Robinson”)                                                                                                                                                                      |
| MSC-1007 | Institution Decision, <i>Samsung Electronics America, Inc. v. Proxense, LLC</i> , IPR2021-01444, Paper 11 (PTAB Feb. 28, 2022)                                                                                                       |
| MSC-1008 | Definition of “transaction,” Merriam-Websters Collegiate Dictionary, 10 <sup>th</sup> Ed., 1999                                                                                                                                      |
| MSC-1009 | Google Pixel Serial Number Guide, HomeServe webpage, <a href="https://www.homeserve.com/en-us/customers/find-serial-number-device-type/google/">https://www.homeserve.com/en-us/customers/find-serial-number-device-type/google/</a> |
| MSC-1010 | US Patent No. 8,977,860 (“Barrus”)                                                                                                                                                                                                   |
| MSC-1011 | US Patent No. 7,681,050 (“Blom”)                                                                                                                                                                                                     |
| MSC-1012 | US Patent No. 10,755,300 (“Goodhart”)                                                                                                                                                                                                |
| MSC-1013 | US Patent Application Publication No. 2009/0070219 (“D’Angelo”)                                                                                                                                                                      |
| MSC-1014 | US Patent No. 10,929,869 (“Rosenberg”)                                                                                                                                                                                               |

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| MSC-1015 | RESERVED                                                                                                                                                                                 |
| MSC-1016 | Memorandum, Interim Procedure for Discretionary Denials in AIA Post-Grant Proceedings with Parallel District Court Litigation (USPTO June 21, 2022) (“Director’s Guidance”)              |
| MSC-1017 | Microsoft’s Opening Brief in support of its Motion to Dismiss for Failure to State a Claim, <i>Proxense, LLC v Microsoft Corporation</i> , 6:23-cv-00319, W.D. Tex., filed July 10, 2023 |
| MSC-1018 | Microsoft’s Reply in support of its Motion to Dismiss for Failure to State a Claim, <i>Proxense, LLC v Microsoft Corporation</i> , 6:23-cv-00319, W.D. Tex., filed August 10, 2023       |
| MSC-1019 | Order Canceling Markman Hearing, <i>Proxense, LLC v Microsoft Corporation</i> , 6:23-cv-00319, W.D. Tex., Jan. 9, 2024                                                                   |
| MSC-1020 | RESERVED                                                                                                                                                                                 |
| MSC-1021 | US Patent Application Publication No. 2004/0049687 (“Orsini”)                                                                                                                            |
| MSC-1022 | <i>Ex-Parte</i> Re-examination Request of ’905 patent; Re-examination application number 90/015,053                                                                                      |
| MSC-1023 | Motion to Transfer, <i>Proxense, LLC v Microsoft Corporation</i> , 6:23-cv-00319, W.D. Tex., Aug. 21, 2023                                                                               |
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| MSC-1026 | “How to find the serial number on TP-Link devices,” <a href="https://www.tp-link.com/us/support/faq/503/">https://www.tp-link.com/us/support/faq/503/</a> (last visited April 15, 2024)  |
| MSC-1027 | Order Denying Motion to Transfer, <i>Proxense, LLC v Microsoft Corporation</i> , 6:23-cv-00319, W.D. Tex., April 18, 2024                                                                |

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| MSC-1028 | US Patent Application Publication No. 2002/0147658<br>("Kwan")                                                        |
| MSC-1029 | US Patent Application Publication No. 2002/0143634<br>("Kumar")                                                       |
| MSC-1030 | District Court Scheduling Order, <i>Proxense, LLC v Microsoft Corporation</i> , 6:23-cv-00319, W.D. Tex., May 3, 2024 |
| MSC-1031 | Microsoft Stipulation Letter Dated June 21, 2024                                                                      |
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| MSC-1033 | Supplemental Declaration of Dr. Patrick Traynor                                                                       |

## I. INTRODUCTION

Patent Owner (“**Proxense**” or “**PO**”) presents four issues in its Patent Owner Response (Paper 10 or “**POR**”). Specifically, PO argues that:

- 1) The Board’s construction of the “third-party trusted authority”<sup>1</sup> should include implicit constructions of the “*transaction*” and “*principal parties*,” such that the “transaction” is “allowing the user access to the application” and the “principal parties” are a) a user being allowed access and b) an application being accessed” (POR, 2, 3);
- 2) The “finance” example of Burger’s disclosure does not render obvious the “access message” limitation (features [1.5], [12.3], [16.3]-[16.4], [22.2]) under Ground 1 (POR, 7-15);
- 3) The “advertising” example of Burger’s disclosure does not render obvious the “access message” limitation under Ground 1 (POR, 15-20); and

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<sup>1</sup> The POR fails to recite the correct claim language in the ’954 patent. Specifically, the ’954 patent recites a “third party that operates a trusted authority,” not a “third-party trusted authority,” which is recited in related US Patent No. 8,352,730. To avoid confusion, Petitioner will refer to the “third party that operates a trusted authority” as the “third-party trusted authority” in this paper. *See also* Paper 8, 9.

- 4) The “hotel” example of Burger’s disclosure does not render obvious the “access message” limitation under Ground 1 (POR, 20-22).

As explained in this paper, Proxense’s construction of “third-party trusted authority” is incorrect because the construction 1) is based on a misunderstanding/mischaracterization of the claim language that is inconsistent with the plain reading of the claim; 2) has no support in the specification or prosecution history, and 3) fails to satisfy the *Thorner* factors for advancing a narrow claim construction.

As for the three examples described in the Petition explaining how Burger renders obvious the “access message” feature, Proxense fails to address the actual prior art mappings in these examples and instead addresses its flawed understanding of the examples. MSC-1033, ¶¶[6]-[8]. More, Proxense attempts to distinguish the claims based on Proxense’s flawed construction of the “third-party trusted authority,” which has no basis in the claims or the intrinsic record. For these reasons as explained in more detail below and for the reasons advanced in the Petition, Petitioner respectfully submits that all the Challenged Claims of the ’954 patent should be found obvious.

Proxense does not present any other arguments for any other features or separately argue the combinations asserted in Grounds 2 and 3. Nor does Proxense advance arguments against the “Use Case” example provided in the petition. Pet., 17-22. Any arguments not included in the PO are waived. Paper 9, 10 (“Patent

Owner is cautioned that any arguments not raised in the response may be deemed waived”); *see also In re NuVasive*, 842 F.3d 1376, 1380-81 (Fed. Cir. 2016). Indeed, the short (6,580 words out of a total 14K permitted words) length of the POR is indicative of the strength of the Petition’s merits.

## II. PROXENSE’S UNDERSTANDING OF “THIRD-PARTY TRUSTED AUTHORITY” IS MERITLESS

Consistent with its understanding in IPR2021-01444 and IPR2024-00233, the Board in the Institution Decision (Paper 8) held that the plain and ordinary meaning of “third-party trusted authority” is “a trusted authority that is an entity separate from the parties to a transaction.” Paper 8, 9; Pet., 3. Having previously failed to persuade the Board to adopt a different construction, Proxense now contends that the Board’s construction should have a further *implicit* construction, specifically that 1) the “transaction” is that of “allowing a user access to an application,” and 2) the parties to the transaction are (a) “the user being allowed access” and (b) “the application being accessed.” POR, 3. Proxense argues that this construction is supported by the claim language. MSC-1033, ¶¶[9]-[10]. Proxense is incorrect for several reasons.

First, Proxense mischaracterizes the claim language. MSC-1033, ¶¶[11]-[15]. For example, claim 1 (and similarly [12.3], [16.3]-[16.4], [22.2]) of the ’954 patent recites, among other features:

receiving, at an application, an access message from the trusted authority indicating that the trusted authority successfully authenticated the one or more codes and other data values sent to the third party and allowing the user access to the application.

MSC-1001, 10:23-28. Claim 16 recites a similar limitation but divides the feature into two steps, namely:

receiving, at an application, an access message from the trusted authority indicating that the trusted authority successfully authenticated the one or more codes and other data values to the third party; and  
in response to receiving the access message, allowing the biometrically verified user access to the application.

MSC-1001, 11:42-44.

The plain reading of the independent claims makes clear that Proxense's implied construction has no support in the claim language. MSC-1033, ¶[13]. For instance, the claims do not recite the word "transaction," nor do they claim that a transaction includes the "allowing" operation such that one would understand the transaction in the Board's construction of a "third-party trusted authority" to be limited to the "allowing" operation. MSC-1033, ¶[13].

In contrast to Proxense's assertions, the "allowing the user access to the application" feature is simply another claim feature that may or may not be part of

the transaction. MSC-1033, ¶[14]. Claim 16, for instance, recites that the “allowing” is performed in response to receiving the access message. It is the “receiving” feature that includes the “third-party trusted authority,” which invokes a transaction by virtue of the Board’s construction, not the “allowing” feature that is performed in response to the “receiving” feature. MSC-1033, ¶[14]. Proxense’s incorrect implied constructions creates a link between the “receiving” and “allowing” steps that does not exist. The issue here is not whether the claim language controls over embodiments in the specification (as Proxense would have it). *See* POR, 6, 7. Instead, it is that Proxense is creating a link between claim features that does not exist and interpreting the claims in a manner that is not supported by the specification. Indeed, there is no basis for the transaction to be limited to “allowing a user access to an application.” MSC-1033, ¶[15].

Second, there is no intrinsic support for Proxense’s implied construction. MSC-1033, ¶[16]. The ’954 patent mentions the word “transaction” once in the context of a “bank transaction[ ],” which is similar to the prior art mapping presented in the Petition. MSC-1001, 1:31; Pet., 35 (“Obtaining payment information or authorization for charging a credit card or bank account”). The plain and ordinary meaning of “transaction” is also relatively broad. For instance, the Merriam-Websters Dictionary describes a “transaction” as “a communicative action or activity involving two parties or things that reciprocally affect or

influence each other” or “an act, process, or instance of transacting.” MSC-1008, 1252; Pet., 41, MSC-1003, ¶[113]. Proxense fails to properly explain why a POSITA would have understood the transaction, that is part of the Board’s construction of “third-party trusted authority,” to be limited to “allowing a user access to an application.” MSC-1033, ¶[16]. Indeed, the ’954 patent describes various interactions between parties, but does not limit a transaction to just a user and an application. MSC-1001, 4:29-39, 6:18-26. For example, the ’954 patent describes an application as a file or financial account. *Id.* In such examples, the application, at best, enables a transaction between the user and another entity, e.g., bank that provides the financial account, but the application is not one of the parties in the transaction.

Having no intrinsic support, Proxense turns to mischaracterizing the Board’s statements and the ’954 patent disclosure. For example, in the POR, Proxense points to the Board’s statement in IPR2024-00232 as allegedly describing that the specification includes “an embodiment in which the ‘third-party trusted authority’ is a third-party with respect to a transaction having as principal parties a user being allowed access and an application being accessed.” POR, 3-4. Yet, Proxense fails to note that immediately after the section quoted by Proxense, the Board also noted other examples in which the transaction was not an “allowing” operation between the user and the application. *Google LLC v. Proxense, LLC*, IPR2024-00232,

Paper 10, 11 (“In another preferred embodiment of the ’730 patent<sup>[2]</sup>, trusted key authority 320 plays an active role in transactions, e.g., verifying to a grocery store that a biometric key presented by a customer is legitimate, thereby allowing the transaction to proceed. *Id.*, 5:42–56, Figs. 3-4. However, despite the trusted key authority’s active participation, the parties to such a transaction are the customer and the grocery store, not trusted key authority 320”). Proxense fails to account for the other embodiments discussed by the Board. Moreover, even in the quoted remarks from IPR2024-00232, the Board does not state that the transaction is “allowing,” and carefully articulates that the user and application are principal parties only in a particular example. *Id.* (“Although the trusted key authority *in this example* is not a principal party to the transaction (*here, those parties are the user and the application*), it is an active participant in facilitating the transaction.”) Thus, even the Board’s earlier statements do not support Proxense’s construction. MSC-1033, ¶[17].

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<sup>2</sup> Presumably, Proxense turns to the IPR for US Patent No. 8,352,730 (“**’730 patent**”) because the ’730 patent has the same specification and similar claim features as the ’954 patent. To the extent the Board agrees, then the other embodiment of the ’730 patent discussed in IPR2024-00232, and noted in this page would also apply to the ’954 patent.

Third, Proxense fails to satisfy the guidelines set forth by the Federal Circuit for adopting narrow constructions. The Federal Circuit explained that a narrow construction of a claim term may be adopted “(1) when a patentee sets out a definition and acts as his own lexicographer,” and “(2) when the patentee disavows the full scope of a claim term either in the specification or during prosecution.” *Thorner v. Sony Comput. Entm’t Am. LLC*, 669 F.3d 1362, 1365 (Fed. Cir. 2012). The relevant inquiry in assessing whether to narrow claims and depart from plain meaning is whether the specification, with sufficient clarity and deliberateness, “reflects ‘lexicography or disavowal’ that warrants a narrowing of the plain and ordinary meaning of the disputed claim phrase to require the additional narrowing features.” *GE Lighting Solutions, LLC v. Agilight, Inc.*, 750 F.3d 1304, 1308–09 (Fed. Cir. 2014). That is simply not the case here. The ’954 Patent includes no lexicography or disavowal to support Proxense’s narrow implied construction of “transaction” and thus the claim should not be construed narrowly as Proxense contends.

Fourth, Proxense’s understanding of “parties” is based on its understanding of “transaction” and thus rises and falls with Proxense’s alleged implicit construction of “transaction.” Here, because the transaction is not limited to “allowing a *user* access to an *application*,” the parties to the transaction are also not necessarily limited to the “user” and the “application.” MSC-1033, ¶[18].

Fifth, Proxense's reliance on *In re Suitco Surface, Inc.* is misplaced. According to Proxense, in *In re Suitco Surface, Inc.*, the claim language recited an element that performed an action, and the Petitioner in that case was incorrectly mapping to an element that did not have to perform this action. POR, 5, 6. But here, Petitioner's prior art mapping satisfies all the claimed features and all the performed actions, such as the receiving and allowing operations. Unlike *In re Suitco Surface, Inc.*, the issue here is not of mapping to an element that fails to perform an action. Rather, it is that Proxense advances an unsupported narrow construction to further limit a term already construed by the Board multiple times in an attempt to overcome Petitioner's prior art invalidity challenge. Proxense falsely characterizes the Petition as advancing a position that an entity can be "a third-party with respect to *any* transaction in which a user at some point accesses an application." POR, 6. Rather, as explained in more detail below, consistent with the breadth of the claims, the Petition sets forth several examples of transactions in Burger's disclosure that render the '954 patent claims obvious. Pet., 17-22, 34-53.

For at least the foregoing reasons, Petitioner submits that the Board should reject Proxense's implicit construction of "transaction" and "parties."

### **III. BURGER RENDERS OBVIOUS THE ACCESS MESSAGE FEATURES UNDER THE “FINANCE” EXAMPLE**

The Petition explains that “Burger contemplates several possible transactions between different parties,” and provides different examples with Burger’s pocket vault holder being the “first party.” Pet., 34-36. Under the Petition’s finance example (referred to by Proxense as the “first example”), the “second party” is a financial media issuer 112, such as a bank or credit card company, the “third party” is a party that operates the network server, the “trusted authority” is network server 114, as a whole, or, in some cases, a portion (a controller 402 and database 406) of the network server, and the “transaction” is obtaining payment information or authorization for charging a credit card or bank account. Pet., 34-35, 52. Proxense contends that this finance example “relies on conclusory statements devoid of any articulated reasoning and rational underpinning” and “would render the prior art inoperable.” Petitioner disagrees for the following reasons. MSC-1033, ¶[20].

Proxense’s entire argument is based on a fundamental misunderstanding/mischaracterization of the Petition’s finance example. POR, 7-16. Proxense conflates the “approval” for charging a financial account in a transaction, with an approval to use sensitive information to ultimately conduct a financial transaction—the latter of which was articulated in the Petition. MSC-1033, ¶[21]. For instance, under the finance example, the Petition explains that:

It would have been obvious that an application in the Pocket Vault would have received an access message from the controller 402 of the network server (“receiving, at an application, an access message from the trusted authority”) *to allow users access to the application after the controller 402 and database 406 of the network server authenticated the Pocket Vault ID* that was sent to the network server so that the Pocket Vault *grants access to a user and displays sensitive information (e.g., credit or debit card info) for conducting a transaction.* MSC-1003, ¶[115].

Pet., 45 (Emphasis added). In another instance, the Petition contends that “[t]his may particularly be the case *when a credit or debit card just needs to be displayed by the Pocket Vault or token* coupled to the Pocket Vault,” which could then allow a vendor to manually key in the card number. Pet., 46; POR, 9; MSC-1005, ¶[320]. Authenticating a Pocket Vault ID to receive an access message that would then allow the Pocket Vault to display sensitive card information used to pay for a purchase is part of a financial transaction between the Pocket Vault holder and the vendor. MSC-1005, ¶¶[105], [102], [109], [155]-[159], [242], [255], [679]. As explained in the Petition, the party running the network server may operate as “*a third-party that operates a trusted authority*” in a transaction between the Pocket Vault holder and a retailer. Pet., 38 (citing MSC-1005, FIG. 19, ¶[0474]; FIGS.

24, 25, 27; ¶¶[0511]-[513], [320], [158], [95]; MSC-1003, ¶[113]); MSC-1033, ¶¶[22]-[23].

Proxense’s arguments distinguishing between the “approval” and the “authorization” in a transaction are moot/irrelevant because Petitioner’s mapping does not rely upon the type of approval Proxense is mapping Burger to. POR, 11-15. Thus, the notion that somehow approval for a transaction in Petitioner’s mapping is received “prior to the release of the credit card or debit card information” is also misplaced. POR, 11. Ultimately, because Proxense fails to address the actual Petition mapping, Proxense dooms its arguments. MSC-1033, ¶[24].

With respect to Proxense’s allegations of conclusory statements (*see e.g.*, POR, 7), these allegations fall flat on their face. The Petition presents almost 20 pages of evidence and discussion (*see e.g.*, Pet., 33-53) that include hundreds of citations from Burger’s disclosure. Indeed, even in addressing the Petition’s mappings<sup>3</sup>, Proxense inadvertently contradicts itself by stating “[i]n making the

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<sup>3</sup> Proxense attributed several cites and block quotes to Petitioner which cannot be found in the record. For example, the block quote on page 8 of the POR cannot be found anywhere in the Petition, including page 45 of the Petition that Proxense cites to. There are numerous such errors throughout the POR.

above conclusory assertion, *Petitioner acknowledges the teachings of Burger*” and dedicates at least the next four pages to sections of Burger that the Petition cited to for support. POR, 8. Thus, Petitioner’s positions are anything but conclusory.

#### **IV. BURGER RENDERS OBVIOUS THE ACCESS MESSAGE FEATURES UNDER THE “ADVERTISING” EXAMPLE**

Under the Petition’s advertising example (referred to by Proxense as the “second example”), the “second party” is an advertiser, the “third party” is a party that operates the network server, the “trusted authority” is network server 114, as a whole, or, in some cases, a portion (a controller 402 and database 406) of the network server, and the “transaction” is obtaining advertisement content or related information. Pet., 34-36, 39-41; POR, 41. Proxense’s argument that the advertising example does not render the claims obvious fails for several reasons. MSC-1033, ¶[25].

First, Proxense’s arguments are not rooted in the claim language. MSC-1033, ¶[26]. As an example, Proxense alleges that “Petitioner, however, disregards the specific transaction recited in the claims as to make the ‘third-party trusted authority’ a third party with respect to any user accessing an application and any other party with whom the user is transacting.” POR, 15-16. But the claims do not recite any specific transaction let alone the word “transaction.” Notably, the

Board’s construction of the third-party trusted authority also does not impose any limitation on the type of transaction that is necessary to satisfy the claim. Proxense’s argument is based on its improper implicit construction (alleging that a “transaction” involving the third-party trusted authority should be limited to the “allowing” operation), which fails for the reasons noted above. Proxense’s argument thus rises and falls with Proxense’s improper construction. MSC-1033, ¶[26].

Second, Proxense incorrectly contends that Petitioner’s advertising example equates two separately identified elements (i.e., the third-party trusted authority and the application). POR, 16-20; MSC-1033, ¶[27]. In support of its improper characterization, Proxense points to several examples in which the network server 114 stores information for the advertisers and “acts as a conduit for advertisers by storing ads and delivering them to Pocket Vaults.” POR, 17-19. Without any supporting rationale or supporting evidence, Proxense concludes from this disclosure that such storage means that the network server 114 “operat[es] as a shared hard drive or some form of file sharing software upon which advertisements can be placed by advertisers and retrieved later by Pocket Vaults.” POR, 18-19. Incorrect. MSC-1033, ¶[27].

Nothing in the ’954 patent prevents the third-party trusted authority to store information associated with the first and second party to a transaction. Indeed, if

such a narrow view were taken, the claims would not make sense because the third-party trusted authority stores device ID, which is information associated with a device involved in a transaction. In Burger, simply because the network server 114 stores some information to facilitate a transaction with an advertiser does not mean that the network server 114 is one of the two parties in a transaction involving an advertiser and a user that receives and views advertisements from the advertiser. MSC-1005, ¶¶[111], [117], [237]. Such an understanding is consistent with the Board's decision in IPR2024-00232, which explains that the third-party trusted authority may be an active participant in facilitating a transaction. IPR2024-00232, Paper 10 at 11 ("Although the trusted key authority in this example is not a principal party to the transaction (here, those parties are the user and the application), it is an active participant in facilitating the transaction"). MSC-1033, ¶[28].

Proxense's argument is also problematic because it conflates the different types of software that would be used in a network server 114 and the Pocket Vault. MSC-1033, ¶¶[29]-[30]. For instance, the purported software in the network server 114 would allow the network server 114 to communicate with a particular advertiser and store information from that advertiser. In contrast, the purported software or application in the Pocket Vault is the software that allows the Pocket Vault to receive advertisement data and configure and display the advertisement

on the network server 114 (which may not have software for displaying the advertisement). Dr. Traynor explains (with corroboration from MSC-1032) that network servers regularly gathered materials from sources, such as advertisers, and that the software and architecture of the network server was different from the user devices presenting the advertisements by virtue of their different operations. MSC-1033, ¶[29]. Thus, the application in the Pocket Value, which is what Petitioner relies upon for its prior art mapping (*see* Pet., 36, 39-42, 52; MSC-1005, FIG. 10) should not be conflated with software on the network server, as Proxense contends. MSC-1033, ¶¶[29]-[30].

For at least the foregoing reasons, Proxense’s arguments with respect to the advertising example also fail.

## **V. BURGER RENDERS OBVIOUS THE ACCESS MESSAGE FEATURES UNDER THE “HOTEL” EXAMPLE**

Under the Petition’s hotel example (referred to by Proxense as the “third example”), the “second party” is a non-financial media issuer 110 such as a hotel card key issuer, library, building management for company, the “third party” is a party that operates the network server 114, the “trusted authority” is network server 114, as a whole, or, in some cases, a portion (a controller 402 and database 406) of the network server 114, and the “transaction” is obtaining authorization to enter a secure building or facility. Pet., 34-36, 39-41. Proxense argues that this example

fails because in Burger, the hotel room key is downloaded from the hotel's website and not from the network server 114, and thus Burger does not teach receiving an access message from the third-party trusted authority. POR, 20-21. Wrong. MSC-1033, ¶[32].

The Petition explains that in the hotel example, the application would be the “keyless lock” and the transaction would be entering a hotel room, such that a “room key (showing the hotel logo) is downloaded and displayed, and the Pocket Vault can be used to unlock the guest's hotel room.” Pet., 51-52, 35-36; MSC-1003, ¶¶[118]-[119]; MSC-1033, ¶[33]. Burger's paragraph 679, reproduced in part below, provides the details:

The following typical scenario involves distribution of hotel room key cards to hotel guests who make room reservations over the Internet. ...

Next, *the prospective hotel guest may link to the network server 114 (while staying within the hotel's website)*, and follow on-screen instructions for downloading the key card for his/her room onto the Pocket Vault 102 (e.g., to ensure that the Pocket Vault 102 is interfaced with the pocket vault interface unit 302, *and to ensure that the Pocket Vault holder has activated the Pocket Vault 102* by the appropriate security mechanism such as a thumbprint for bio-metric ID verification). After downloading is complete, the display 216 of the

Pocket Vault 102 may include an icon for the hotel room key (e.g., the hotel's logo), along with the icons for media previously loaded.

MSC-1005, ¶[679]. (Emphasis added).

It is clear from the foregoing disclosure that Burger teaches that the user links with the network server 114 to download the key. *Id.* And while linking with the network server 114, the network server 114 sends an encrypted approval message when the Pocket Vault ID is authenticated, as previously explained. MSC-1005, ¶¶[517]-[527], [182]-[186], FIGS. 24, 25. Burger even offers as an option that the network server 114 can store information, such as a website, issued and provided by media issuers (such as a non-financial issuer like a hotel), and provide the website for access to the user, e.g., to download a room key. MSC-1005, ¶¶[365], [371], [381], [467], [539], [556], [559], [560]. Accordingly, Proxense's assertion that because a user, in some cases, downloads the key from a website (and not the network server) is wrong. As noted above and consistent with the Board's decision in IPR2024-00232, Petitioner's mapping does not fail simply because the network server may be a participant that facilitates the transaction. IPR2024-00232, Paper 10,11; MSC-1033, ¶[34].

For at least the foregoing reasons, Proxense's arguments with respect to the hotel example also fail.

## VI. CONCLUSION

Proxense fails to rebut the invalidity grounds and prior art mappings in the Petition. Accordingly, the Board is requested to find all the Challenged Claims of the '954 patent invalid.

Respectfully submitted,

Date: May 12, 2025

/Usman Khan/

W. Karl Renner, Reg. No. 41,265  
Roberto J. Devoto, Reg. No. 55,108  
Usman A. Khan, Reg. No. 70,439  
Fish & Richardson P.C.  
60 South Sixth Street, Suite 3200  
Minneapolis, MN 55402  
T: 202-783-5070  
F: 877-769-7945

*Attorneys for Petitioner*

**CERTIFICATION UNDER 37 CFR § 42.24(d)**

Under the provisions of 37 CFR § 42.24(d), the undersigned hereby certifies that the word count for the foregoing Petitioners' Reply to Patent Owner's Response totals 4,004, which is less than the 5,600 allowed under 37 CFR § 42.24.

Respectfully submitted,

Date: May 12, 2025

/Usman Khan/

W. Karl Renner, Reg. No. 41,265  
Roberto J. Devoto, Reg. No. 55,108  
Usman A. Khan, Reg. No. 70,439  
Fish & Richardson P.C.  
60 South Sixth Street, Suite 3200  
Minneapolis, MN 55402  
T: 202-783-5070  
F: 877-769-7945

*Attorneys for Petitioner*

**CERTIFICATE OF SERVICE**

Pursuant to 37 CFR § 42.6(e), the undersigned certifies that on May 12, 2025, a complete and entire copy of the Petitioner's Reply to Patent Owner's Response and Accompanying Exhibits were provided by email to the Patent Owner by serving the correspondence addresses of record as follows:

David L. Hecht  
James A. Zak  
Hecht Partners LLP  
125 Park Avenue, 25th Floor  
New York, NY 10017

Email: [proxense@hechtpartners.com](mailto:proxense@hechtpartners.com)

/Diana Bradley/  
Diana Bradley  
Fish & Richardson P.C.  
60 South Sixth Street, Suite 3200  
Minneapolis, MN 55402  
[bradley@fr.com](mailto:bradley@fr.com)