

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

QUOTIENT TECHNOLOGY, LLC,
Petitioner,

v.

INTELLIGENT CLEARING NETWORK INC.,
Patent Owner

Case IPR2024-01324
U.S. Patent No. 9,098,855

**PATENT OWNER'S SUR-REPLY IN SUPPORT OF ITS
PRELIMINARY RESPONSE**

Patent Owner established that the Petition was defective because Deaton fails to disclose an ICN server that (1) receives first coupon or incentive information from a point-of-sale (POS) terminal, (2) validates that information “for redemption,” and (3) upon successful validation, transmits second coupon or incentive information to the POS terminal. POPR, 1-2. Thus, the deficiency on which Patent Owner relies is Deaton’s failure to disclose validating information for redemption, and returning, to the *point of sale*, second coupon or incentive information. Among other defects, Patent Owner pointed out that Deaton’s FIG. 9 only involved communications between a “UPC server” and a manufacturer for crediting a retailer based on coupon redemptions that have already occurred. POPR, 2-3. As Patent Owner demonstrated, Deaton’s UPC server does not send second coupon or incentive information to a POS terminal, a point that Petitioner does not mention nor dispute in its Reply. POPR, 3-4.

Instead, Petitioner concocts a new theory of “real-time redemption” based on what Deaton is “capable of” or “could” do, rather than what Deaton does. Reply, 1 (“a server capable of”); Reply, 2 (“which could occur”); Reply, 3 (“can be configured to”). Petitioner newly argues that a manufacturer’s validation “could occur in real-time for redemption,” and that the manufacturer “would have been capable of verifying the coupon in real-time and would not be limited to verification after the fact.” *Id.* (citing Deaton, 11:4-6). Citing to Deaton’s 8:6-22,

Petitioner argues that “the manufacturer has the ability to intercede after receiving point-of-sale information from the server, further demonstrating that the manufacturer was capable of validating coupons for redemption in real-time.”

Reply, 3. This disclosure does not support a manufacturer “interceding” during a point-of-sale purchase or validating coupons. Rather, the triggering event causing information to be sent to the manufacturer is the purchase, not coupon redemption activities. Deaton, 7:46-48 (“At a step 74, manufacturer 16 receives point-of-sale ***purchase information*** from UPC server 12.”) (emphasis added). This information “allow[s] a manufacturer 16 to assess whether its products are selling.” Deaton, 8:18-19. Nothing in Deaton supports a manufacturer validating coupons in real-time. *See, e.g.*, Deaton, 1:66-2:2 (“a manufacturer is provided access to real-time ***product purchase information***”).

The Petition’s reliance on the following passage from Deaton does not change this result: “FIG. 9 is a block diagram illustrating the use of UPC server in facilitating coupon redemption validation and electronic crediting.” This does not say that the UPC server validates coupon information for redemption as claimed. Petitioner’s alleged uses of Deaton’s UPC server, along with the manufacturer, are all newly imagined and lack expert support. Further, as the POPR explained, Deaton’s 11:4-18 describes how the UPC Server communication in FIG. 9 facilitates a manufacturer’s verification that a ***prior*** redemption was proper to

IPR2024-01324 Patent Owner's Sur-Reply in Support of its Preliminary Response credit the retailer for past redemptions. POPR, 30-33. The POS, as required in the '855 Patent claims, is not even in the loop in the relied-upon passage.

Additionally, Patent Owner did not overlook Deaton's 5:39-43 (Reply, 1). Nothing in this disclosure incorporates Deaton's manufacturer into the coupon redemption process. Rather, it discloses the opposite. Col. 5, line 24 to col. 6, line 14 describe the process shown in FIG. 2D where a "kiosk 47" is arranged separately from point-of-sale terminals 36, 38, and 40. Point-of-sale information can be provided to a UPC server and "then" to a manufacturer. Deaton, 5:39-43. The manufacturer can use that information so that when a customer *returns* to the store, the manufacturer can send incentives to the kiosk. Deaton, 5:50-53 ("A customer entering store 14 may proceed to kiosk 47 to determine what incentives are available"). The incentives at the kiosk could be present hours, days, or weeks after the initial point-of-sale redemption. Additionally, contrary to the Reply's insinuation, the manufacturer sending incentives to the kiosk for a customer's future visit does not occur during the coupon redemption process. And because the incentives are provided to a kiosk and *not the POS terminal*, Deaton's col. 5 does not support Petitioner's theory that Deaton discloses the UPC server and manufacturer involved in a coupon redemption process at the POS terminal.

For all these reasons, the Reply does not remedy the Petition's failures. The Petition should be denied, and no *inter partes* review should be instituted.

Dated: February 17, 2025

/Wayne M. Helge/

Wayne M. Helge, Reg. No. 56,905

James T. Wilson, Reg. No. 41,439

BUNSOW DE MORY LLP

277 S. Washington St., Suite 210 #1088

Alexandria, VA 22314

T: (571) 208-0186

Email: whelge@bdiplaw.com

Email: jwilson@bdiplaw.com

Counsel for Inmar Brand Solutions, Inc.

CERTIFICATE OF SERVICE

Petitioner has consented to e-mail service in this proceeding. Pursuant to 37 C.F.R. § 42.6, the undersigned certifies that on this date, a copy of the foregoing document was served by email upon the following counsel at the below email addresses:

Gibson, Dunn & Crutcher LLP
Brian M. Buroker – bburoker@gibsondunn.com
Brian A. Rosenthal – brosenthal@gibsondunn.com
Katherine Q. Dominguez – kdominguez@gibsondunn.com
Emily Whitcher – ewhitcher@gibsondunn.com
Ronald Lee – ronaldlee@gibsondunn.com

Dated: February 17, 2025

/Wayne M. Helge/
Wayne M. Helge (Reg. No. 56,905)
BUNSOW DE MORY LLP
277 S. Washington St., Suite 210, #1088
Alexandria, VA 22314
Email: whelge@bdiplaw.com
Telephone: 571-208-0186

Counsel for Inmar Brand Solutions, Inc.