Trials@uspto.gov
Tel: 571-272-7822

Paper 7
Date: February 21, 2025

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

QUOTIENT TECHNOLOGY, LLC,
Petitioner,

v.

INTELLIGENT CLEARING NETWORK INC.,
Patent Owner.

IPR2024-01325
Patent 10,846,729 B2

Before GEORGIANNA W. BRADEN, GEORGE R. HOSKINS, and LISA L. TSANG, *Administrative Patent Judges*.

TSANG, *Administrative Patent Judge.*

DECISION
Denying Institution of *Inter Partes* Review
35 U.S.C. § 314

I. INTRODUCTION

Quotient Technology, LLC ("Petitioner") filed a Petition (Paper 1 ("Pet.")) seeking *inter partes* review of claims 1–20 of U.S. Patent No. 10,846,729 B2 (Ex. 1001 ("the '729 patent")). *See* Pet. 1. Intelligent Clearing Network Inc. ("Patent Owner") filed a Preliminary Response. Paper 6 ("Prelim. Resp.").

Institution of an *inter partes* review is authorized when "the information presented in the petition . . . and any response . . . shows that there is a reasonable likelihood that the petitioner would prevail with respect to at least 1 of the claims challenged in the petition." 35 U.S.C. § 314(a); *see also* 37 C.F.R. § 42.108. Upon consideration of the Petition and the Preliminary Response, we conclude that the information presented shows there is not a reasonable likelihood that Petitioner would prevail in establishing the unpatentability of at least one challenged claim of the '729 patent.

A. Real Parties in Interest

Petitioner identifies itself, its parent company, CB Neptune Holdings, LLC, the entity sued for patent infringement, Quotient Technology Inc., and other corporate family members, CB Neptune Midco Holdings, LLC, CB Neptune Intermediate Holdings, LLC, and Neptune Partnership, LLC, as real parties in interest. Pet. vii. Patent Owner names itself and Inmar Brand Solutions, Inc., which holds an exclusive license to all substantial rights in the '729 patent, as the real parties in interest. Paper 4, 2.

B. Related Matters

The parties identify that the '729 patent is involved in *Inmar Brand Solutions, Inc. v. Quotient Technologies Inc.*, Case No. 1:23-cv-00994 (D. Del. 2023) ("the co-pending litigation"). Pet. vii; Paper 4, 2. Petitioner also states that it has filed petitions for IPR challenging U.S. Patent Nos. 9,070,133 and 9,098,855, which are related to the '729 patent. Pet. vii. Those proceedings are IPR2024-01323 (U.S. Patent No. 9,070,133 B2) and IPR2024-01324 (U.S. Patent No. 9,098,855 B2) and involve the same parties here.

C. The '729 Patent (Ex. 1001)

The '729 patent is titled "Intelligent Clearing Network" and provides "[a] system for validating, redeeming, and financially settling coupons." Ex. 1001, codes (54), (57). Figure 1, reproduced below, shows an exemplary system for redeeming coupons. *Id.* at 4:56–57.

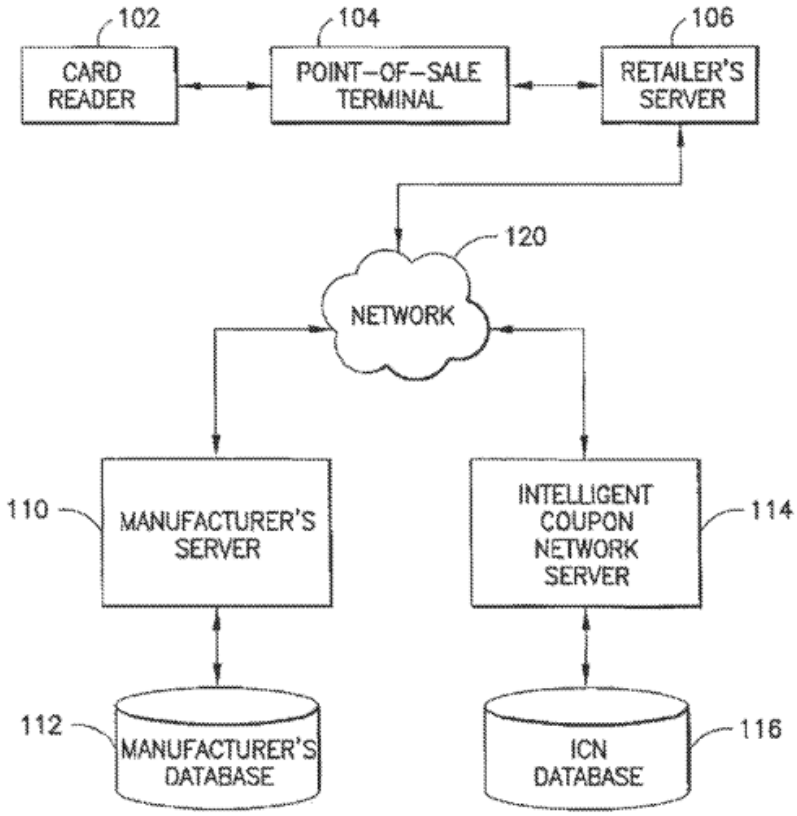

FIG. 1

Figure 1 is a block diagram depicting an Intelligent Clearing Network ("ICN") having, in part, card reader 102 that reads a coupon, Point-of-Sale ("POS") terminal 104 that sends information from the coupon to retail store server 106, and ICN server 114 that executes software to process the coupon information received via network 120 from the retail store server. *Id.* at 6:46–49, 6:62–67, 7:5–7.

Figure 27 is a block diagram, reproduced below, that illustrates an exemplary signaling diagram. Ex. 1001, 5:52–53.

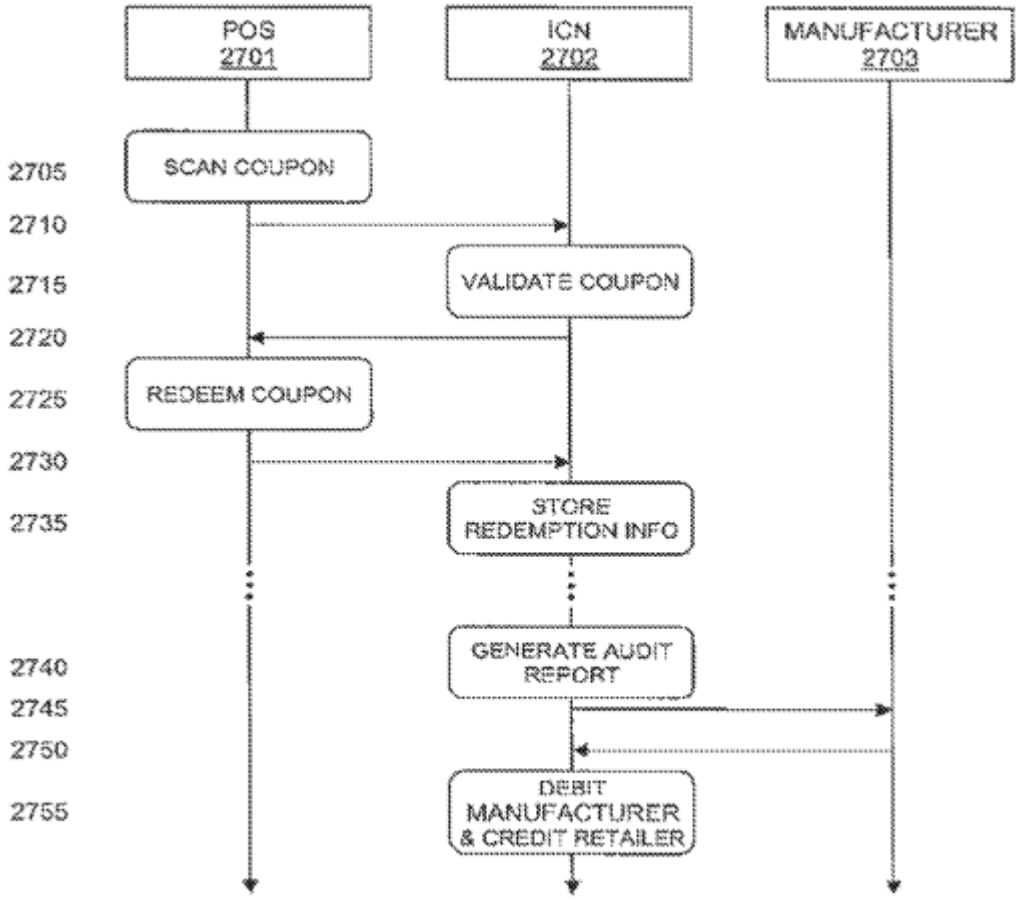

Figure 27

As shown in the exemplary signaling diagram of Figure 27, POS terminal 2701 receives coupon information and sends the coupon information and purchase item information to remote ICN server 2702. *Id.* at 40:30–36. The ICN server validates the coupon using the purchase item information, such as product code information, or the coupon information. *Id.* at 40:42–46. If the coupon is valid, the ICN server sends first coupon related information (e.g., coupon codes or a coupon value code) back to the POS terminal, which can redeem the coupon and complete the transaction. *Id.* at 40:46–53. After successful redemption of the coupon, the POS terminal sends redeemed coupon related information, for example

information regarding the purchased product, GS1 application identifiers, and/or a retailer, to the ICN server for storage in a redeemed coupon database. *Id.* at 40:53–61. Eventually, the ICN server sends to manufacturer 2703 an audit report generated using the information stored in the database, and the manufacturer may review and approve the report for debiting and crediting the retailer. *Id.* at 40:61–41:14.

D. Challenged Claims

Petitioner challenges claims 1–20 of the '729 patent. Pet. 13–62. Of these, claims 1, 10, and 16 are independent.

Independent claim 1 is illustrative of the challenged claims and is reproduced with bracketing as follows:

1. [1pre][1] A method comprising:

[1a] receiving, at an ICN server from a retail server, first coupon or incentive information including universal product code information of an item to be purchased at a retail business, the first coupon or incentive related information having been input to a terminal in the retail business and transmitted from the terminal to the retail server, the ICN server being at a location that is remote from the retail business;

[1b] validating, at the ICN server, the first coupon or incentive related information by performing a comparison of the first coupon or incentive related information based at least in part on the universal product code information;

[1c] in response to validating the first coupon or incentive related information, transmitting from the ICN server to the retail server, coupon or incentive codes triggered by the validation of the first coupon or incentive related information;

[1] For consistency, we rely on Petitioner's annotations [1pre]–[1f] referencing particular claim 1 limitations. *See* Pet. 21–36. These annotations, however, have no impact on our analysis.

> [1d] receiving, at the ICN server from the retail server, redeemed coupon related information indicating successful redemption of a coupon, wherein the redeemed coupon related information comprises identification information from a product purchased, customer identification information, an application identifier, and retailer identification information;
>
> [1e] in response to receiving the redeemed coupon related information, determining whether the redemption of the coupon was valid based on the redeemed coupon related information; and
>
> [1f] storing, by the ICN server, the redeemed coupon related information in a redeemed coupon database, where the redeemed coupon database comprises a plurality of redeemed coupon related information received from a plurality of retailer servers.

Ex. 1001, 52:34–67.

E. The Alleged Challenges to Patentability

Petitioner asserts that claims 1–20 are unpatentable under the following challenges (*see* Pet. 13–62):[2]

[2] Petitioner supports its challenge with the Declaration of Dr. Todd C. Mowry. Ex. 1003.

Claim(s) Challenged	35 U.S.C. §[3]	Reference(s)/Basis
1, 5, 6, 10, 14, 16, 19	103(a)	Aggarwal,[4] Deaton[5]
2–4, 12, 13, 17, 18	103(a)	Aggarwal, Deaton, Granger[6]
7, 8, 11	103(a)	Aggarwal, Deaton, Fajkowski[7]
9, 15, 20	103(a)	Aggarwal, Deaton, Jones[8]

II. ANALYSIS

A. Legal Standards

"In an [*inter partes* review], the petitioner has the burden from the onset to show with particularity why the patent it challenges is unpatentable." *Harmonic Inc. v. Avid Tech., Inc.*, 815 F.3d 1356, 1363 (Fed. Cir. 2016) (citing 35 U.S.C. § 312(a)(3) (requiring *inter partes* review petitions to identify "with particularity . . . the evidence that supports the grounds for the challenge to each claim")).

The legal question of obviousness is resolved on the basis of underlying factual determinations including (1) the scope and content of the prior art; (2) any differences between the claimed subject matter and the prior art; (3) the level of ordinary skill in the art; and (4) when in evidence,

[3] The Leahy-Smith America Invents Act ("AIA"), Pub. L. No. 112–29, 125 Stat. 284, 287–288 (2011), amended 35 U.S.C. §§ 102, 103, and 112. These amendments do not affect the outcome of the present decision. Because the '729 patent claims priority to an application filed before the effective dates of the relevant amendments, we refer to the pre-AIA versions. *See* Ex. 1001, code (63).
[4] U.S. Patent No. 7,013,286 B1, issued March 14, 2006 (Ex. 1004).
[5] U.S. Patent No. 6,993,498 B1, issued January 31, 2006 (Ex. 1005).
[6] European Patent No. 0757820 B1, published July 26, 2000 (Ex. 1006).
[7] U.S. Patent No. 6,932,270 B1, issued August 23, 2005 (Ex. 1007).
[8] U.S. Patent No. 5,832,458, issued November 3, 1998 (Ex. 1008).

objective evidence of nonobviousness.[9] *Graham v. John Deere Co. of Kan. City*, 383 U.S. 1, 17–18 (1966). One seeking to establish obviousness based on more than one reference must articulate sufficient reasoning with rational underpinnings to combine teachings. *See KSR Int'l Co. v. Teleflex Inc.*, 550 U.S. 398, 418 (2007).

B. Level of Ordinary Skill in the Art

Relying on the Declaration of Dr. Mowry for support, Petitioner contends a person of ordinary skill in the art ("POSITA") would have had

> an undergraduate degree in electrical engineering, computer science, computer engineering, or similar technical field; and one to two years of experience in the analysis, design, development, and implementation of distributed applications that involve client machines communicating with remote server machines over a network to perform queries and update transactions on data stored in database management systems, with additional education substituting for less experience and vice versa.

Pet. 13 (citing Ex. 1003 ¶ 23).

Patent Owner does not expressly proffer a different level of skill in the art, but faults Petitioner for relying on the testimony of a declarant who allegedly lacks experience relating to coupon processing. *See* Prelim. Resp. 15–21. According to Patent Owner, "[t]he Petition repeatedly contends that a POSITA would require a deep and specific understanding of various aspects of the business and technology of validating, redeeming, and clearing coupons to reach the proposed obvious determinations." *Id.* at 17; *see also id.* at 18–19 (citing examples from the Petition that allegedly rely on

[9] The current record does not include allegations or evidence of objective indicia of nonobviousness.

a skilled artisan "having extensive knowledge [of] coupon processing business practices and technologies"). In this regard, Patent Owner contends that Dr. Mowry does not identify any education or experience relating to coupon processing. *Id.* at 20. As a consequence, Patent Owner urges us to disregard Dr. Mowry's opinions relating to the coupon-processing industry. *Id.* at 21.

For purposes of this Decision, we adopt the level of ordinary skill in the art as articulated by Petitioner because, based on the current record, it is not expressly disputed, and it does not impact our analysis below.

C. Claim Construction

We apply the claim construction standard used to construe the claims in a civil action under 35 U.S.C. § 282(b), as articulated in *Phillips v. AWH Corp.*, 415 F.3d 1303 (Fed. Cir. 2005) (en banc). 37 C.F.R. § 42.100(b). Under the *Phillips* standard, claim terms must be given "the meaning that the term would have to a person of ordinary skill in the art in question at the time of the invention." *Phillips*, 415 F.3d at 1313.

Petitioner and Patent Owner agree that no claim terms need construction. Pet. 4; Prelim. Resp. 12. Patent Owner further argues, however, that "in the [co-pending litigation], Petitioner has advanced numerous limiting constructions that are inconsistent with Petitioner's invalidity theories." Prelim. Resp. 11–12.

We acknowledge that Petitioner has proposed specific claim constructions for various '729 patent claim limitations in the co-pending litigation. *See* Ex. 2001, 2–14. However, Patent Owner does not advance specific arguments as to why we should apply those constructions here and how Petitioner's challenges to the claims would fail thereunder. *See* Prelim.

Resp. 11–12. Moreover, after reviewing the evidence and argument presented by the parties, we determine that it is not necessary to expressly construe any claim terms because doing so would not change the outcome of our analysis below. *See Nidec Motor Corp. v. Zhongshan Broad Ocean Motor Co.*, 868 F.3d 1013, 1017 (Fed. Cir. 2017) (noting that "we need only construe terms 'that are in controversy, and only to the extent necessary to resolve the controversy'") (quoting *Vivid Techs., Inc. v. Am. Sci. & Eng'g, Inc.*, 200 F.3d 795, 803 (Fed. Cir. 1999)).

D. Summary of Asserted Art

1. Aggarwal (Ex. 1004)

Aggarwal is titled "Generation, Distribution, Storage, Redemption, Validation and Clearing of Electronic Coupons" and seeks, in part, to issue authentic manufacturer electronic coupons that may be redeemed at multiple retail stores and ensure that the coupons have not been used previously. Ex. 1004, code (54), 6:20–25. Figure 1, below, is a block diagram showing coupon-manufacturing components. *Id.* at 5:7–9.

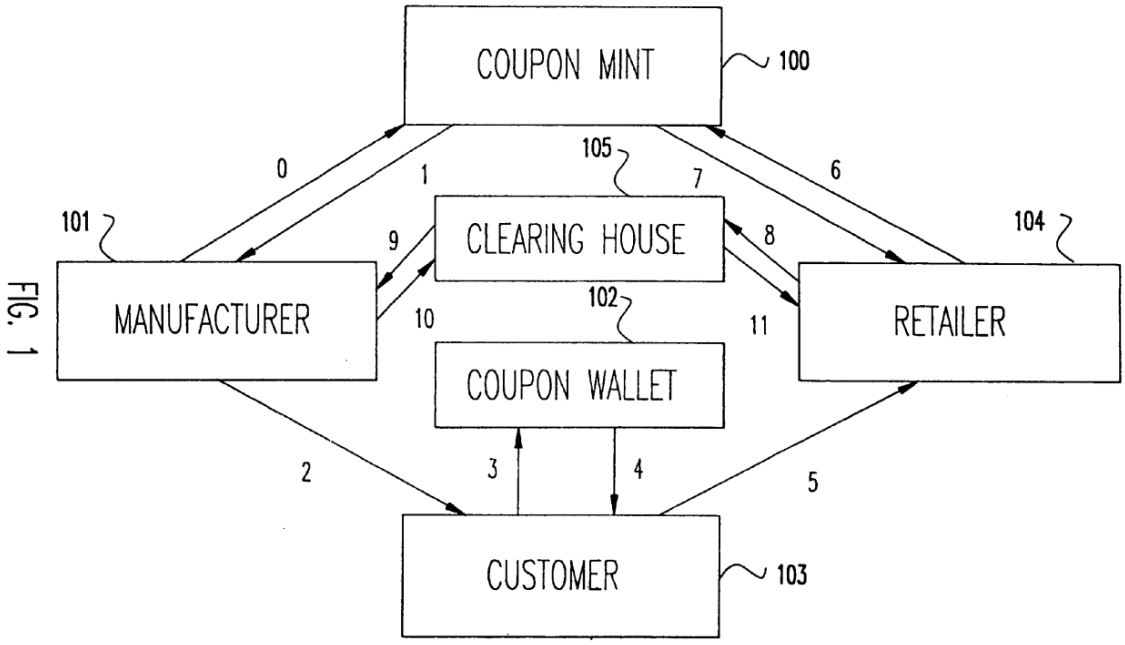

FIG. 1

Figure 1 depicts a coupon mint 100, manufacturer 101, customer 103 having coupon wallet 102, retailer 104, and coupon clearing house 105. *Id.* at 6:12–19. Figure 2, below, is a flow diagram showing a sequence of events that occur between the mint, the manufacturer, the customer, and the retailer. *Id.* at Fig. 2, 12:3–5.

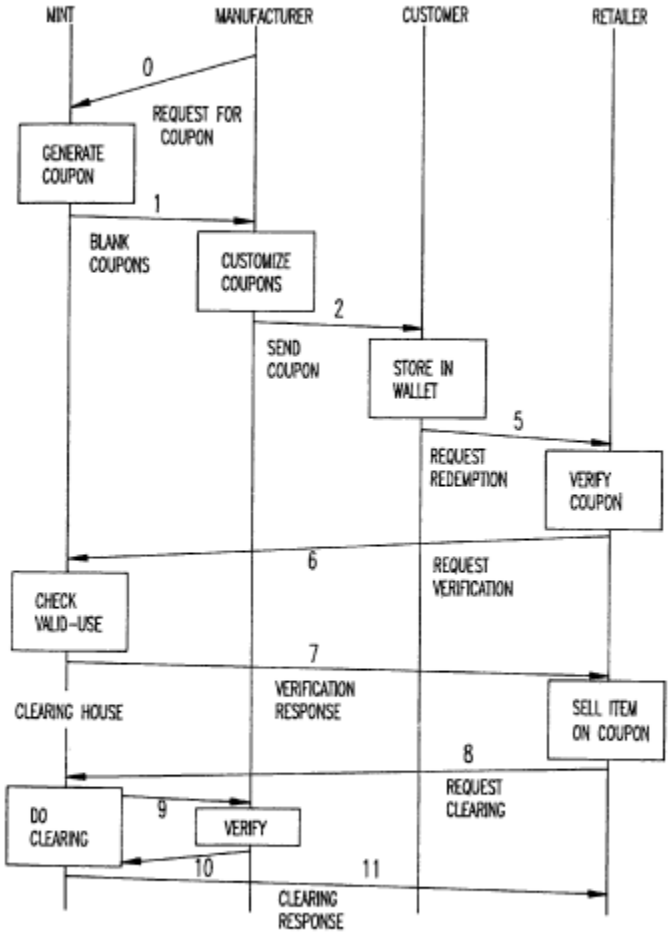

FIG. 2

Figure 2 shows messages or events that occur between the components described above. Ex. 1004, Fig. 2, 12:3–5. Aggarwal teaches that the coupon mint generates unforgable blank coupons for the manufacturer, and the manufacturer modifies the blank coupons by: (1) writing offer specific information, which may include a universal product code ("UPC") to identify a discounted product or information identifying a discounted service or group of products or services, an amount of discount offered, and any additional information desired; and (2) digitally signing the coupons. *Id.* at 6:44–7:40, 12:6–14, 12:28–33. The manufacturer sends the

coupon to a customer, who then retrieves the coupon from the wallet and sends it to the retailer, which verifies the coupon against forgery and sends a message to the coupon mint to authorize use of the coupon. *Id.* at 12:50–61. The coupon mint acts as a verification center that further verifies the coupon, including checking how many times the coupon has been used, and issues a "certificate of use." *Id.* at 6:19–20, 13:1–10. The retailer receives the response from the coupon mint and issues a discount to the customer if the retailer decides to honor the coupon. *Id.* at 13:11–15. The retailer then sends the coupon and further information to the manufacturer or to an intermediary clearing house, and the manufacturer may send money to the retailer after verifying the legitimacy of the transaction. *Id.* at 13:16–37.

2. Deaton (Ex. 1005)

Deaton is titled "Point-of-Sale Server and Method" and relates to a method of detecting UPCs for items purchased by a customer at a POS and transmitting those UPCs to a remote computer in substantially real-time. Ex. 1005, codes (54), (57). Deaton explains that a store may transmit various POS information such as UPC codes for purchased products or redeemed coupons, a store identification, and customer IDs, to a UPC server. *Id.* at 3:47–59. Figure 9, below, illustrates a block diagram showing an exemplary UPC server that facilitates coupon redemption validation and electronic crediting. *Id.* at 10:63–65.

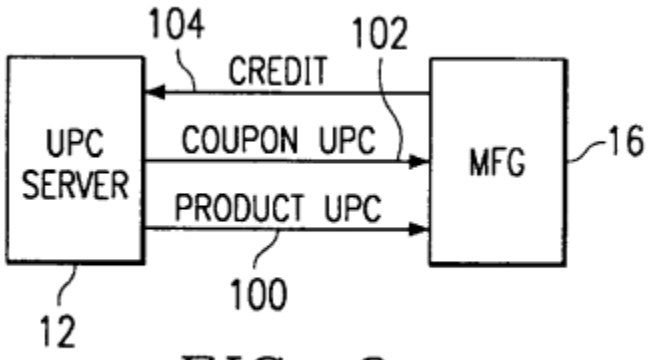

FIG. 9

As shown in Figure 9, UPC server 12 communicates with manufacturer 16. Ex. 1005, Fig. 9. According to Deaton, "[t]raditionally, coupons are marked with a Uniform Product Code and thus, bar codes scanned from a coupon may also be provided to manufacturer 16 by UPC server 12 as indicated by arrow 102." *Id.* at 10:65–11:1. As such, the manufacturer may receive a product UPC and a product coupon UPC and "may verify the proper redemption of a manufacturer coupon and provide an appropriate credit to store 14." *Id.* at 11:1–6, Fig. 1.

3. Granger (Ex. 1006)

Granger is titled "Method and Apparatus for Electronically Clearing and Processing Bar-Coded Discount Coupons." Ex. 1006, code (54). Granger's objective is to "ensur[e] that each coupon collected by a retailer from a customer results in an agreed payment to the retailer from the manufacturer that produced the coupon, and deriv[e] information from the coupon to include in reports to the manufacturer." *Id.* ¶ 1. To that end, Granger provides a technique for processing coupons "that requires only a single physical coupon count, but automatically and reliably effects payments of retailers for the collection and handling of manufacturers'

coupons," "provides a reliable audit trail to provide auditing against any selected percentage of the physical coupons," and "provides timely reports of coupon usage to the originating manufacturers, including reports of misredemption rates and reports of coupon effectiveness." *Id.* ¶ 17.

4. Fajkowski (Ex. 1007)

Fajkowski is titled "Method and Apparatus for Coupon Management and Redemption" and "relates to an apparatus and system that electronically reads and stores bar codes or UPC numbers from paper coupons and allows display, organization, transportation, transfer and redemption of the coupons without further use of the paper upon which the coupon is printed." Ex. 1007, code (54), 1:10–14. Fajkowski includes, in part, a server that collects from periphery devices information regarding coupons redeemed by the periphery devices and generates coupon redemption reports for a retail outlet in which the server is stationed. *Id.* at 22:24–29.

5. Jones (Ex. 1008)

Jones is titled "System and Method for Electronically Auditing Point-of-Sale Transactions." Ex. 1008, code (54). According to Jones, there were problems with handling and accounting for coupons, as well as fraud or accidental mis-redeeming of coupons. *Id.* at 1:39–40, 2:16–19, 2:60–62. Jones proposes a solution whereby a retail store is provided with an at least partially automated POS system and an automated electronic auditing system for monitoring and collecting data from the POS system. *Id.* at code (57).

E. Alleged Obviousness Over Aggarwal and Deaton: Claims 1, 5, 6, 10, 14, 16, 19

Petitioner contends that claims 1, 5, 6, 10, 14, 16, and 19 of the '729 patent would have been obvious under 35 U.S.C. § 103(a) over the combined teachings of Aggarwal and Deaton. Pet. 18–42.

1. Independent claim 1

Patent Owner contends, *inter alia*, that the combination of Aggarwal and Deaton does not teach or suggest limitation [1d]. Prelim. Resp. 26–29. For the reasons discussed below, we agree with Patent Owner that Petitioner has not shown sufficiently that limitation [1d] would have been taught or suggested by Aggarwal and Deaton. This issue is dispositive so we do not provide analysis on the other challenged claim limitations.

(a) Limitation [1d]

Limitation [1d] recites, "receiving, at the ICN server from the retail server, redeemed coupon related information indicating successful redemption of a coupon, wherein the redeemed coupon related information comprises identification information from a product purchased, customer identification information, *an application identifier*, and retailer identification information." Ex. 1001, 52:52–58 (emphasis added).

For this limitation, Petitioner argues that Deaton teaches "UPC codes (***application identifier***)" because Deaton describes transmitting information—including UPC codes—for purchased products or redeemed coupons from a point-of-sale to a clearing house. Pet. 32–33 (citing Ex. 1005, 3:53–4:3). Petitioner additionally relies on Dr. Mowry's testimony that "[a] POSITA would have understood that an application identifier is a standard portion of the GS1 bar code that is used both in UPC codes for

coupons and purchased products." *Id.* at 32 n.5 (citing Ex. 1003 ¶ 144); *see also id.* at 33 (relying on Dr. Mowry's testimony to support that "[a] POSITA would have understood that UPC codes for both purchased products and redeemed coupons have an application identifier, as it is part of the standard for UPC codes" (citing Ex. 1003 ¶¶ 145–146)). Dr. Mowry, in turn, cites two extrinsic references, Lubow (Ex. 1032) and Jilovec (Ex. 1033), to support his opinion. *See* Ex. 1003 ¶¶ 144, 146 (citing Ex. 1032 ¶¶ 3–4; Ex. 1033, 60–65). Petitioner further argues that "[t]he '729 patent also refers to an application identifier in the context of the GS1 standard." Pet. 32 n.5 (citing Ex. 1001, 1:23–24); *see also* Ex. 1003 ¶ 144 (opining the same).

Patent Owner contends that Lubow and Jilovec do not support Dr. Mowry's testimony and, moreover, that Jilovec contradicts his testimony. Prelim. Resp. 26–29.

Dr. Mowry relies on only Lubow and Jilovec to support his assertion that an ordinarily skilled artisan would have understood that the UPC codes in Deaton include an application identifier. *See* Ex. 1003 ¶¶ 144, 146. With respect to Jilovec, Dr. Mowry indicates, in full, that his cited portions of Jilovec "explain[] the application identifier in a bar code." *Id.* at ¶ 144. Jilovec teaches that "[t]he data structure contained within bar code symbologies can include five identifier elements," one of which is "an application identifier." Ex. 1033, 64. Jilovec explains that "[t]he *application identifier* defines the type of bar code, or symbology, being used," and further explains, "[a]n application identifier is used with some but not all symbologies. For example, *application identifiers aren't used with EAN, ITF, or UPC symbologies*." *Id.* (emphasis modified). Accordingly, we agree

with Patent Owner that Jilovec expressly contradicts Dr. Mowry's testimony that a skilled artisan would have understood that an application identifier is used in UPC codes for coupons and purchased products.

Lubow, likewise, does not appear to support Dr. Mowry's testimony because the cited portions, which describe components of a UPC coupon code and a UCC/EAN-128 Coupon Extended Code, do not refer to an application identifier or GS1 code. *See* Ex. 1032 ¶¶ 3–4. In this regard, Lubow appears to be consistent with Jilovec's teaching that the UPC and EAN symbologies do not include an application identifier. *See* Ex. 1033, 64 ("application identifiers aren't used with EAN, ITF, or UPC symbologies"). And Dr. Mowry's testimony does not aid our understanding of how Lubow supports his assertion because he merely quotes from the above-described portions of Lubow without any accompanying explanation. *See* Ex. 1003 ¶ 144.

Petitioner and Dr. Mowry's reliance on the Specification of the '729 patent is similarly unavailing. Even if the '729 patent "refers to an application identifier in the context of the GS1 standard," as Petitioner avers (Pet. 32 n.5), Petitioner and Dr. Mowry do not explain or provide evidence to support why an ordinarily skilled artisan would have understood from the Specification's description of "a barcode identifier, such as a GSI barcode 8110 application identifier" that Deaton's UPC codes would include a GS1 bar code or an application identifier. *See id.* at 32–33; Ex. 1003 ¶¶ 143–146.

Accordingly, the evidence cited by Dr. Mowry is insufficient to demonstrate that an ordinarily skilled artisan would have understood Deaton's UPC codes include an application identifier. As such, Petitioner has not shown adequately how Aggarwal and Deaton teach or suggest

receiving redeemed coupon related information, "wherein the redeemed coupon related information comprises . . . an application identifier," as required in limitation 1[d].

(b) Conclusion as to Obviousness of Claim 1

In light of the foregoing, we determine there is not a reasonable likelihood that Petitioner would prevail in establishing that the combination of Aggarwal and Deaton would have rendered obvious all of the limitations recited in claim 1.

2. Independent claims 10 and 16

Claims 10 and 16 each recite limitations similar to limitation [1d]. *Compare* Ex. 1001, 52:52–58, *with id.* at 53:63–54:3, 55:1–8. Petitioner asserts that the corresponding limitation in each of claims 10 and 16 would have been taught or suggested by the combined teachings of Aggarwal and Deaton for the same reasons as for claim 1. Pet. 39–40 (claim 10), 41–42 (claim 16). Because, as discussed above, Petitioner has not shown adequately that the asserted combination would have taught or suggested at least limitation [1d], Petitioner, therefore, has not shown adequately that the corresponding limitation in each of claims 10 and 16 would have been taught or suggested by this combination.

Accordingly, we determine there is not a reasonable likelihood that Petitioner would prevail in establishing that the combination of Aggarwal and Deaton would have rendered obvious all of the limitations recited in claim 10 or claim 16.

3. Dependent claims 5, 6, 14, and 19

Claims 5, 6, 14, and 19 each depend from claims 1, 10, or 16 and,

therefore, incorporate the contested limitations discussed above. For its challenge to each of these dependent claims, Petitioner relies on its analyses of claims 1, 10, and 16 for the common elements. *See* Pet. 36–38, 40, 42. Because we determine there is not a reasonable likelihood that Petitioner would prevail in establishing unpatentability of claims 1, 10, and 16, we, likewise, determine that there is not a reasonable likelihood that Petitioner would prevail in establishing that claims 5, 6, 14, and 19 would have been obvious over the combination of Aggarwal and Deaton.

F. Alleged Obviousness Over Aggarwal, Deaton, and One of Granger, Fajkowski, and Jones: Claims 2–4, 7–9, 11–13, 15, 17, 18, and 20

Petitioner argues that claims 2–4, 7–9, 11–13, 15, 17, 18, and 20 would have been obvious over the combination of Aggarwal, Deaton, and, variously, one of Granger, Fajkowski, and Jones. Pet. 42–62. These claims depend from claims 1, 10, or 16. As discussed above, we determine there is not a reasonable likelihood that Petitioner would prevail in establishing unpatentability of claims 1, 10, and 16 as being obvious over Aggarwal and Deaton. Petitioner's reliance on Granger, Fajkowski, or Jones in these asserted challenges do not correct the deficiencies noted above with respect to obviousness of claims 1, 10, and 16. *See id*.

Accordingly, we determine there is not a reasonable likelihood that Petitioner would prevail in showing that Aggarwal, Deaton, and one of Granger, Fajkowski, and Jones would have rendered obvious all of the limitations recited in claims 2–4, 7–9, 11–13, 15, 17, 18, and 20.

G. Summary

For the foregoing reasons, we determine there is not a reasonable likelihood that Petitioner would prevail in establishing that any of the

challenged claims of the '729 patent would have been unpatentable under any of Petitioner's asserted challenges.

III. CONCLUSION

Based on the record presented, we determine Petitioner has not shown a reasonable likelihood that it would prevail in establishing that at least one claim of the '729 patent is unpatentable. Accordingly, we do not institute an *inter partes* review and deny the Petition.

IV. ORDER

Accordingly, it is:

ORDERED that the Petition is denied as to all challenged claims, and no *inter partes* review is instituted.

For PETITIONER:

Brian Buroker
Emily Whitcher
Ronald Lee
GIBSON, DUNN & CRUTCHER LLP
bburoker@gibsondunn.com
ewhitcher@gibsondunn.com
ronaldlee@gibsondunn.com

For PATENT OWNER:

Wayne Helge
James Wilson
Bunsow De Mory LLP
whelge@bdiplaw.com
jwilson@bdiplaw.com