UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

YEALINK (USA) NETWORK TECHNOLOGY CO., LTD., and
YEALINK NETWORK TECHNOLOGY CO., LTD.
Petitioners,

v.

BARCO N.V.
Patent Owner.

U.S. Patent No. 11,403,237
IPR2024-01437

PETITIONER'S RESPONSE TO
PATENT OWNER'S
REQUEST FOR DIRECTOR REVIEW

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I. INTRODUCTION

The Board fully considered the evidence of secondary considerations and correctly applied *Ancora Techs., Inc. v. Roku, Inc.*, 140 F. 4th 1351 (Fed. Cir. 2025). Barco asserts—without support—that the Board required patent owners to license patents one-by-one. It did not. The Board required Barco to identify what portion of its secondary-considerations evidence ties to the '237 patent. Barco offered nothing. Without that showing, no one can tell what each patent—or each unpatented feature—contributed. Barco thus failed its burden of production.[1] The Request for Director Review ("Req.") (Paper 65) identifies no legal error. It reargues the same points the Final Written Decision (Paper 55, "FWD") rejected.

II. THE BOARD APPLIED THE CORRECT FRAMEWORK AND REACHED A REASONED CONCLUSION.

A. The Panel Fully Analyzed Secondary Considerations.

The Board devoted nine pages to Barco's secondary-considerations evidence. FWD, 25–33. It distinguished *Ancora* directly: "Unlike here where Crestron's license covers a significant number of patents, *Ancora* analyzed a license to a single

[1] During oral argument in IPR2025-00491, Barco's counsel argued repeatedly that U.S. Patent No. 10,684,972 is the most important in the Crestron License (Ex. 2011, 15) because it appears first. (Transcript of IPR2025-00491 hearing, pending.) The '237 patent is less important by that logic.

patent." FWD, 31 (quoting *Ancora*, 140 F.4th at 1362). And: "We do not agree with Patent Owner that *Ancora* stands for the proposition that all licenses, regardless of the circumstances of the licensing, are strong evidence of nonobviousness." *Id.* 31–32. Distinguishing precedent on factual grounds is the correct application of *Ancora*'s holding—which itself turned on factual differences from prior single-patent licensing cases—not legal error. The Federal Circuit reviews such factual distinctions for substantial evidence. *Ancora*, 140 F.4th at 1356.

Barco says the FWD "fully discounted" the Crestron License. Req. 2. It did not. The Board gave the license "little weight," gave the compulsory-license evidence "some weight," and concluded that the licensing evidence "do[es] not outweigh Petitioner's showing of obviousness." FWD, 31-33. "Little weight" and "some weight" are not "fully discounting."

B. The Panel Correctly Weighed the Obviousness Case against Secondary Considerations.

After analyzing each category, the Board weighed Barco's evidence against a strong prima facie case across two independent grounds—(1) Kaplan/Mardiks and (2) Maeda//Deforche. FWD, 24-32. For each ground, the Board "considered Patent Owner's evidence of secondary considerations" and found that "the evidence of secondary considerations do not outweigh Petitioner's showing of obviousness." *Id.*, pp. 24-25. That weighing falls within the Board's discretion. *See WBIP, LLC v. Kohler Co.*, 829 F.3d 1317, 1331–32 (Fed. Cir. 2016). The Request does not

challenge the Board's prima facie findings on either ground; every page targets secondary considerations.

That silence matters. Barco's own counsel conceded at oral argument that the secondary-considerations evidence is not "necessarily strong enough to overcome every single challenge" presented and that secondary considerations operate on "a sliding scale" against the prima facie case. Paper 53, 127:8–17. Pressed by Judge Laney on how the Crestron License relates to the specific claim limitations—particularly the pre-installed generic audio drivers—counsel had no answer. *Id.* 127:1–4, 129:7–130:15 ("I don't know that I have a particularly good answer."). The prima facie case stands on two independent grounds, each backed by element-by-element mapping, expert testimony, and the Board's analysis. Barco's failure to challenge any part of it concedes the prior-art case.

C. *Ancora* Does Not Mandate the Result Barco Seeks.

Ancora addressed a single-patent license and held that "[l]icenses to the challenged patent … do not require a nexus with respect to the specific claims at issue, nor does our nexus law require that a particular patent be the only patent being licensed or the sole motivation for entering into a license." *Ancora*, 140 F.4th at 1362. The Crestron License is different. It covers three patent families and 20 patents. Ex-2011, 15; FWD, 31. The Board not only could distinguish those facts—it had to.

Ancora remanded because the Board had applied "a more exacting nexus standard than our case law requires" by "too finely pars[ing] the patent owner's licensing activities," and instructed the Board on remand to "evaluate the nexus issue … and then weigh such evidence against what was in effect its prima facie case of obviousness." *Ancora*, 140 F.4th at 1362, 1364. The Board did exactly that here: it acknowledged the license, examined the surrounding circumstances, and assigned weight. FWD, 36. *Ancora* did not require automatic deference to every license, and the fact that a multi-patent license names each patent does not, as Barco suggests, dictate the weight given. *Cf. Ancora*, 140 F.4th at 1363. The Board did not deny any nexus to the '237 patent—it weighed the evidence and assigned "little weight" given the 20-patent scope and the record evidence of business motivations beyond the patents. FWD, 36. On remand from *Ancora* itself, the Board reaffirmed obviousness even after applying the framework Barco invokes here. *Roku, Inc. v. Ancora Techs., Inc.*, IPR2021-01406, Paper 74 (P.T.A.B. Jan. 22, 2026).

Ancora aside, the record independently confirms why the Board gave the license limited weight. The Board found that "the Crestron license was part of an agreement driven by business factors, interests, and benefits beyond the patents themselves." FWD, 31 (citing Ex-1091, 73:7–74:3, 105:8–106:1, 119-120:5; Ex-1090, 58:7–13). Barco's own damages expert, Mr. Scally, described the deal as reflecting a "complementary nature to a business arrangement" delivering "mutual

benefit" through a "long-term licensing relationship," driven in part by "brand awareness" and "reputation"—factors unrelated to the '237 patent's technical merits. Ex-1091, 63:11–68:2, 73:8–74:2, 105:8–106:1.

Crestron's Mr. Ludke confirmed the same. The license arose from "communication around mutual business interests," Ex-2023, 58:12–13, and Crestron sought it for access to all 20 patents, not the '237 patent specifically, *id.* 58:10–59:17. The accompanying press release described a "global patent license agreement" covering "some of Barco's ClickShare patents," singling out none. Ex-2012, 1.

Barco's reliance on Crestron's product-marking page (Ex-2018; Req. 6) does not change the analysis. Marking is unilateral and self-serving—there is no adjudication that the marked Crestron products embody the specific claim limitations, including the pre-installed generic audio driver. And even if they did, marking a product as practicing one of 20 licensed patents says nothing about how much the '237 patent contributed to the license's value. Barco did not meet its burden of production for apportionment.

The Board observed, "Patent Owner provided no evidence to show the weight or importance of the '237 patent to the license," FWD, 31, is a routine application of the nexus burden—not the "single-patent license" rule Barco now invents (Req. 7). The Federal Circuit has long held that "the mere fact of licensing, without more,

is generally not a strong indication of nonobviousness if it cannot also be shown that the licensees did so out of respect for the patent rather than to avoid litigation expense." *Bosch Auto. Serv. Sols., LLC v. Matal*, 878 F.3d 1027, 1038 (Fed. Cir. 2017); *see also Merck & Cie v. Gnosis S.P.A.*, 808 F.3d 829, 838 (Fed. Cir. 2015); Paper 23, 16; Paper 52, 1–2.

Barco argues that, because Crestron took the license without "any litigation … filed or threatened" (Req. 5, 9), the *EWP Corp.* rationale does not apply. The royalty Barco emphasizes (Req. 6) is spread across 20 patents in three families—a modest sum for an asset Barco claims drove "hundreds of millions of Euros" in profit. The record confirms the deal served business interests beyond the patents themselves: a long-term partnership, brand awareness, and a "complementary" marketplace fit. Ex-1091, 63:14–67:3, 73:8–22, 105:8–106:1.

D. Barco's "Single-Patent License" Argument Is a Strawman.

Barco's Technology Director, Mr. Six, confirmed the point. Asked whether any patent category in the Crestron License was more valuable than another, he answered: "I don't think I can say that one is more valuable than the other." Ex-1078, 144:4–5. He added that "all of our patents are valuable." *Id.* 143:10. And he confirmed that without all three patent families, "there would not have been a license agreement," that the minimum payment was tied to "the whole part," and that the royalties depend on access to all three categories. *Id.* 146:1–21. By Barco's own

witness, the deal was conditioned on the entire portfolio—not driven by the ’237patent’s specific contribution. The same defects that doom the licensing argument apply with even greater force to commercial success, as the next section shows.

III. THE PANEL CORRECTLY EVALUATED COMMERCIAL SUCCESS

A. The ClickShare Product Is Not Coextensive with the Claimed Invention.

The Board correctly found that the ClickShare Product is not coextensive with the claimed invention, so no presumption of nexus applies. FWD, 26–27. The claims cover a specific method: connecting a peripheral device (dongle) to a computer, then routing audio data to a base node through the peripheral’s wireless transceiver. FWD, 32 (citing Ex-1001, Claims 1, 3, 9, 18, and 19). The ClickShare Product, by contrast, works with or without a dongle—through the ClickShare App, Teams, Zoom, AirPlay, Google Cast, or Miracast. FWD, 29; Ex-1076; Ex-1077.

Under *Fox Factory*, a product is not coextensive with a claim if it “includes a ‘critical’ unclaimed feature … that materially impacts the product’s functionality.” FWD, 33 (quoting *Fox Factory*, 944 F.3d at 1375). Dongle-less use is exactly that critical unclaimed feature. Barco’s own datasheet shows the C-5 base unit shipping with zero ClickShare Buttons and operating through the App and other protocols. Ex-1076, 1. Barco’s own marketing identifies four sharing methods—Button,

Desktop App, Mobile App, and AirPlay/Google Cast/Miracast—confirming dongle-less use is a core, marketed feature. Ex-1077, 1–5.

The Board's finding follows: "Using the ClickShare Product without the dongle is not an insignificant feature," so "the ClickShare Product is not coextensive with the invention of claims 1, 3, 9, 18 and 19 of the '237 patent." FWD, 29–30. The record supports it. Crestron's Mr. Ludke—Barco's own licensee—said he was "surprised" anyone would want a dongle because "you can just join a Teams meeting from your laptop without using" one. Ex-1090, 100:25–101:20; FWD, 29. The dongle-less feature is not insignificant.

B. Barco's "85% Dongle Usage" Argument Cannot Rescue Nexus.

Barco leans on Mr. Six's testimony that "85% of Barco customers use the ClickShare dongle practicing the claimed invention rather than dongle-less implementations." Req. 11 (citing Ex-1078, 199:25–200:18). The figure is misleading, and the Board was right not to treat it as dispositive.

First, the 85% figure measures only users who already installed the Barco ClickShare desktop app. Mr. Six said so: "From our users who have the app, it's more than 80 percent use the button, 85 even." Ex-1078, 199:25–200:7. Asked whether the figure reflected U.S. usage, he conceded: "That we don't exactly know." *Id.* 200:21–24. The figure thus excludes the universe of base-unit users who never installed the app and connect through Teams, Zoom, AirPlay, Google Cast, or

Miracast. Ex-1076, 1; Ex-1077, 1–5. It measures preference within a self-selected subset—not overall product use.

Second, Barco's expert, Mr. Scally, could not validate the figure. He did not know whether the data was limited to app users ("I don't know as I sit here right now"), how Barco collects it ("I don't know specifically how the innovation leader collects this data"), or what subset of users it captures ("I don't know what subset of the population of Barco users uses the application or not"). Ex-1091, 157:25–158:9, 161:9–11. He confirmed only that the data covered Barco's "global customers base." *Id.* 159:12–19.

Third, even taken at face value, the 85% figure does not establish nexus to the claimed features. The claims covering transfer audio data between a processing device, a peripheral device, and base node. Ex-1001, Claims 1, 3, 9, 18 and 19. The figure shows only that, among app users, most use the dongle for content sharing. It says nothing about whether they chose the dongle *because of* the pre-installed-driver functionality—rather than the convenience of a physical button, wireless speed, plug-and-play simplicity, or other product attributes outside the claims. As Mr. Six himself put it, the button delivers "extreme simplicity" and "super security" the app cannot replicate. Ex-1078, 202:1–23. Those are product attributes, not claim features.

The Board rightly found that Barco "relied entirely on the presumption of nexus and did not establish a direct nexus between the unique claimed features and Patent Owner's evidence of commercial success." FWD, 30. With no presumption available, Barco had to show that commercial success was the "direct result of the unique characteristics of the claimed invention," FWD, 28 (citing *In re Huang*, 100 F.3d 135, 140 (Fed. Cir. 1996))—a showing it never made. As Yealink explained, "[i]t is impossible to separate revenue generated from the claimed features and other commonly used features, e.g., compatibility with the ubiquitous Teams and Zoom tools." Paper 23, 14 . Barco's reliance on the "unrebutted 85% dongle-usage rate" (Req. 12) ignores every defect above—the figure is not unrebutted; it is *unexplained*.

IV. YEALINK'S ONGOING ROYALTY MOTION IS NOT EVIDENCE OF NONOBVIOUSNESS.

C. The Ongoing Royalty Motion Is Routine Litigation Housekeeping.

Barco argues that Yealink's ongoing royalty motion (Ex-2036) "powerfully confirms nexus" and proves "the challenged claims are necessary for Yealink to compete." Req. 3. It does no such thing. The motion was a routine post-verdict filing made necessary by Barco's own decision not to seek an injunction. Ex-2036, 1–2; Paper 52, 2.

After trial concluded on November 19, 2025, the jury awarded Barco $907,360 as a lump-sum royalty for past infringement and found no induced infringement after April 2024 and no willfulness. Ex-2035, ¶12; Ex-2036, 4. With

no injunction—because Barco "ultimately elected to not pursue a permanent injunction," Ex-2036, 1—Yealink decided to reintroduce the WPP30 dongle in 2026. Ex-2035, ¶14. The parties had repeatedly failed to agree on an ongoing royalty despite extensive negotiations, including mediation before former Chief Judge Folsom in May 2025. *Id.* ¶¶6–13, 15. Yealink had to ask the court to set the rate.

As Yealink's counsel explained at oral argument, the motion "is more of a procedural vehicle so the District Court can render their final judgment" that "includes any ongoing royalty because Patent Owner has decided to not seek injunctive relief." Paper 53, 142:22–143:11. The Federal Circuit has long held that "[u]nder some circumstances, awarding an ongoing royalty for patent infringement in lieu of an injunction may be appropriate." Ex-2036, 1 (quoting *Paice LLC v. Toyota Motor Corp.*, 504 F.3d 1293, 1314 (Fed. Cir. 2007)). District courts routinely impose ongoing royalties in these circumstances. That is standard practice—not an admission of patent value.

A litigant challenging the validity of every asserted claim across four IPRs, four *ex parte* reexaminations, and a district court case is not "acquiescing" to anything. Paper 52, 2. As the Federal Circuit has noted, it is often "cheaper to take licenses than to defend infringement suits." *EWP Corp. v. Reliance Universal Inc.*, 755 F.2d 898, 908 (Fed. Cir. 1985). And royalty requests that expressly dispute

validity cannot support nonobviousness. *See Burgess Cellulose Co. v. Wood Flong Corp.*, 431 F.2d 505, 510 (2d Cir. 1970); Paper 52, 2.

D. The Texas Verdict Itself Undercuts Barco's Claims of Vast Commercial Value.

Barco claims "several hundreds of millions of Euros, in both revenue and profit," from its "commercialization of the invention claimed in the '237 patent." Paper 15, 52-53. The Texas jury said otherwise. After hearing all the evidence—including Barco's damages case—the jury awarded $907,360 for all accused infringement across all six asserted patents. Ex-2035, ¶12; Ex-2036, 4–5. Not hundreds of millions; not tens of millions; not even one million. Paper 52, 4.

Barco's expert, Mr. Scally, proposed $96 per dongle and $24 per base unit—$3,172,704 in total damages. Ex-2036, 4 (citing Trial Tr., 313:21–314:5). Barco's lead counsel argued "at least 29,000" dongles were at issue. Ex-2036, 5 (citing Trial Tr., 626:24–627:6). The jury rejected those rates. The $907,360 award implies a per-dongle royalty well below $54—closer to the $25 per dongle that Yealink's expert Mr. Bero supported. Ex-2036, 5. Whatever commercial performance Barco touts here "is simply not driven by the patented features." Paper 52, 4.

The Texas Motion confirms the limited value of the patented technology. It limits any ongoing royalty to at most $54 per dongle—a downward apportionment from the Crestron License, which covered 20 patents, far more than are at issue here. *See* Ex-2036, 4–5. Both damages experts—Mr. Scally and Mr. Bero—agreed that

the Crestron License was the right starting point. Ex-2036, 5 (citing Trial Tr., 337:8–23, 315:13–19, 490:10–16). Both also agreed that the License covered more patents and territories than the Texas case, requiring downward apportionment. *Id.* (citing Trial Tr., 359:18–360:11, 506:4–20). Yet Barco performed no apportionment when offering the License as "industry acquiescence" here. The Board correctly identified that gap. FWD, 35–36; Paper 52, 4–5.

The Federal Circuit has emphasized that "[d]amages theories relying on comparable prior licenses must account for distinguishing facts (such as covering more patents than are at issue in the action and covering foreign intellectual property rights) when invoking them to value the patented invention." *Rex Med., L.P. v. Intuitive Surgical, Inc.*, 156 F.4th 1289, 1300 (Fed. Cir. 2025); Ex-2036, 5–6. Barco cannot use the unapportioned Crestron License to claim vast value for the '237 patent while simultaneously agreeing in Texas that the License must be apportioned downward. The same apportionment defect defeats Barco's commercial-success showing: the "hundreds of millions of Euros" figure (Paper 15, 52–53) is unapportioned ClickShare-product revenue, not revenue tied to the '237 patent's claimed features.

E. The Record Confirms Dongles Are Optional Accessories, Not Essential Products.

Barco argues that Yealink's decision to reintroduce the WPP30 is "direct proof of the necessity of the features of the challenged claims to compete." Paper

51, 1–2. The record says the opposite. Yealink's corporate representative, Mr. Cai, testified that the dongle is merely a "small and optional accessory to [the] whole system," Paper 52, 3 (citing Trial Tr., 460:18–461:1), and that customers buy Yealink's products for the videoconferencing system, Teams certification, and superior camera, audio, and AI features—not for any dongle functionality, *id.* (citing Trial Tr., 459:8–25). Suspending dongle sales in April 2024 had no negative impact on base-unit sales—Yealink saw "more than 30 percent of the business growth" in 2025 without selling a single dongle. Paper 52 2–3 (citing Trial Tr., 460:9–17). Barco's expert Mr. Scally agreed: "[Y]ou wouldn't purchase a dongle unless you were going to purchase a base unit." Ex-1091, 146:17–23. The base unit drives demand, not the other way. Mr. Cai's declaration explains the actual reason for the suspension: to "better focus on its business operations during its litigation against Barco, and to also minimize any potential damages to Barco before the litigation concluded." Ex-2035, ¶5. After the jury fixed damages, Yealink moved for a compulsory license. *Id.* ¶14–15. That is a business decision—not an admission of indispensability.

The Board considered all of this and gave it "some weight." FWD, 33–34. Barco's demand for "significant weight" is, again, a quarrel with weighing—not legal error. Req., 11.

V. CONCLUSION

The Board acknowledged each category of secondary-considerations evidence, distinguished *Ancora* on the facts, and weighed the evidence against two independent grounds of obviousness. That is a factual determination subject to substantial-evidence review, not a basis for Director intervention. Barco's own witnesses—Mr. Six, Mr. Ludke, and Mr. Scally—confirm the Crestron deal was conditioned on all three patent families and driven by business factors beyond the patents. The Director should deny review and affirm the FWD.

Dated: May 4, 2026

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CERTIFICATE OF SERVICE

I hereby certify that on May 4, 2026, I caused a true and correct copy of the foregoing to be served on the Patent Owner at the following correspondence addresses of record:

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