

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

GOOGLE LLC,
Petitioner,

v.

ERICSSON AB,
Patent Owner.

Case No. IPR2025-00004

Patent No. 11,122,313

**PETITIONER'S SUR-REPLY TO PATENT OWNER'S REPLY TO
OPPOSITION TO REVISED MOTION TO AMEND**

TABLE OF CONTENTS

I.	PO FAILS TO ADDRESS BROADENING	1
A.	PO does not dispute that the original claims include a “ <i>prior to/after</i> ” requirement.	1
B.	PO tries to conceal its impermissible broadening by relying on an unrecited “upcoming” boundary requirement.	2
C.	The RMTA claims are not limited to PO’s Reply illustration.	3
II.	LIMITATIONS [21.6] AND [29.7] INTRODUCE NEW MATTER	7
III.	THE RMTA CLAIMS ARE UNPATENTABLE UNDER § 103	8
A.	PO does not dispute the reasons to combine Peterka and Traw	8
B.	RMTA limitation [21.2]	8
C.	RMTA limitation [21.5]	9
D.	RMTA claim 23	11
E.	RMTA claim 27	12

TABLE OF AUTHORITIES

CASES

<i>Bot M8 LLC v. Sony Interactive Ent. LLC</i> , 66 F.4th 1380 (Fed. Cir. 2023)	9
<i>Ex Parte Ahmavaara</i> , No. APPEAL 2019-001889, 2020 WL 8184997 (P.T.A.B. Dec. 24, 2020)	12
<i>Ex Parte Schinelli</i> , No. APPEAL 2025-000921, 2025 WL 3514783 (P.T.A.B. Nov. 19, 2025)	12
<i>Fleming v. Cirrus Design Corp.</i> , 28 F.4th 1214 (Fed. Cir. 2022)	10
<i>KSR Int’l v. Teleflex</i> , 550 U.S. 398 (2007)	11, 12
<i>Vitronics Corp. v. Conceptronic, Inc.</i> , 90 F.3d 1576 (Fed. Cir. 1996)	9

STATUTES

35 U.S.C. § 316(d)(3)	8
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LISTING OF EXHIBITS

Exhibit	Description
1001	U.S. Patent No. 11,122,313 (“’313 Patent”)
1002	Prosecution History of U.S. Patent No. 11,122,313 (“’313 FH”)
1003	Declaration of Anthony J. Wechselberger (“Wechselberger”)
1004	Curriculum Vitae of Anthony J. Wechselberger (“Wechselberger-CV”)
1005	U.S. Patent Publication No. 2002/0172368 (“Peterka”)
1006	Certified Translation of Japanese Published Patent Application No. 2004-166153 (“Suzuki”)
1007	U.S. Patent Publication No. 2010/0235528 (“Bocharov”)
1008	U.S. Patent Publication No. 2008/0270308 (“Peterka308”)
1009	European Patent Publication No. 1,418,756 A2 (“Chen”)
1010	U.S. Patent Publication No. 2005/0138362 (“Kelly”)
1011	U.S. Patent No. 8,677,428 (“Lewis”)
1012	U.S. Patent No. 8,789,196 (“Pestoni”)
1013	International Publication No. WO 2010/107625 A2 (“Sood”)
1014	U.S. Patent No. 8,806,050 (“Chen050”)
1015	T. Stockhammer, “Dynamic adaptive streaming over HTTP: Standards and design principles,” in Proc. ACM MMSys’11, San Jose, CA, USA, Feb. 23–25, 2011, pp. 133–144 (“Stockhammer”)
1016	W. Van Lancker, D. Van Deursen, E. Mannens and R. Van de Walle, “HTTP adaptive streaming with Media Fragment URIs,” 2011 IEEE International Conference on Multimedia and Expo, Barcelona, Spain, 2011, pp. 1-6, doi: 10.1109/ICME.2011.6012149 (“Van Lancker”)
1017	3GPP TS 26.234 version 9.3.0 Release 9 (2010-06), Technical Specification, “Universal Mobile Telecommunications Systems (UMTS); LTE; Transparent end-to-end Packet Streaming Services (PSS); Protocols and codecs,” Reference RTS/TSGS-0426234v930 (June 2010) (“3GPP-AHS”)
1018	R. Pantos (Ed.), HTTP Live Streaming, draft-pantos-http-live-streaming-06 (Mar. 31, 2011) (“Pantos”)
1019	RFC793: Transmission Control Protocol (September 1981) (“RFC793”)
1020	RFC2616: Hypertext Transfer Protocol – HTTP/1.1 (June 1999) (“RFC2616”)
1021	The Secure Sockets Layer Protocol, V. 3.0, <i>available at</i> https://web.archive.org/web/19970614041044/http://home.netscape.com/eng/ssl3/ssl-toc.html and

	https://web.archive.org/web/19970617034012/http://home.netscape.com/eng/ssl3/3-SPEC.HTM#1 (“SSL-Standard”)
1022	U.S. Patent No. 8,756,673 (“Barrus”)
1023	Yuan et al., “Layered access control for MPEG-4 FGS video,” Proceedings 2003 International Conference on Image Processing (Cat. No. 03CH37429), Barcelona, Spain, doi: 10.1109/ICIP.2003.1247012 (“Yuan”)
1024	RESERVED
1025	U.S. Patent App. Pub. No. 2012/0114118 (“Verma”)
1026	<i>Apple Inc. v. Ericsson AB</i> , IPR2022-00618, Paper 2 (Feb. 25, 2022)
1027	<i>Apple Inc. v. Ericsson AB</i> , IPR2022-00618, Paper 9 (July 8, 2022)
1028	<i>Apple Inc. v. Ericsson AB</i> , IPR2022-00618, Paper 11 (Sept. 1, 2022)
1029	<i>Apple Inc. v. Ericsson AB</i> , IPR2022-00618, Paper 13 (Nov. 28, 2022)
1030	<i>Apple Inc. v. Ericsson AB</i> , IPR2022-00618, Paper 14 (Nov. 28, 2022)
1031	<i>Apple Inc. v. Ericsson AB</i> , IPR2022-00618, Paper 17 (Dec. 30, 2022)
1032	<i>In the Matter of Certain Electronic Devices, Including Mobile Phones, Tablets, Laptops, Components Thereof, and Products Containing the Same</i> , Inv. No. 337-TA-1376, Order No. 25 (Mar. 13, 2024)
1033	<i>In the Matter of Certain Electronic Devices, Including Mobile Phones, Tablets, Laptops, Components Thereof, and Products Containing the Same</i> , Inv. No. 337-TA-1376, Complaint, Exhibit 28 (October 12, 2023)
1034	<i>Telefonaktiebolaget LM Ericsson et al. v. Lenovo</i> , 5:23-cv-00570, Order Granting Motion to Stay (E.D.N.C. Feb. 9, 2024)
1035	USPTO Binding Interim Guidance Addressing PTAB’s Approach to Discretionary Denials, June 21, 2022, <i>available at</i> https://www.uspto.gov/sites/default/files/documents/interim_proc_discretionary_denials_aia_parallel_district_court_litigation_memo_20220621.pdf .
1036	Declaration of Turhan F. Sarwar in Support of Admission <i>Pro Hac Vice</i>
1037	Declaration of Elizabeth A. DiMarco in Support of Admission <i>Pro Hac Vice</i>
1038	RESERVED
1039	RESERVED
1040	Deposition Transcript of John Villasenor Ph.D. (August 21, 2025) (“Villasenor-Dep.”)
1041	Supplemental Declaration of Anthony J. Wechselberger (“Wechselberger-Supp.”)
1042	U.S. Patent No. 7,392,381 (“Traw”)

1043	USPTO Memorandum Re: PTAB Consideration of Prior Findings of Fact and Conclusions of Law (September 16, 2025)
1044	<i>In the Matter of Certain Electronic Devices, Including Mobile Phones, Tablets, Laptops, Components Thereof, and Products Containing the Same</i> , Inv. No. 337-TA-1376, Final Initial Determination (Nov. 15, 2024)
1045	<i>In the Matter of Certain Electronic Devices, Including Mobile Phones, Tablets, Laptops, Components Thereof, and Products Containing the Same</i> , Inv. No. 337-TA-1376, Commission’s Determination Affirming ALJ’s Final Initial Determination (Jan. 16, 2025)
1046	U.S. Patent No. 9,313,178 (“the ’178 Patent”)
1047	Second Supplemental Declaration of Anthony J. Wechselberger
1048	U.S. Patent App. Pub. No. 2008/0279387 (“Gassoway”)
1049	U.S. Patent App. Pub. No. 2006/0236096 (“Pelton”)

PO's Reply (Paper 37, "Reply") to its Revised Motion to Amend ("RMTA") does not meaningfully address Petitioner's Opposition (Paper 34, "Opp.").

PO *does not dispute* that the original claims include an "*prior to/after*" requirement—where a second content encryption key ("CEK") must both be (1) obtained *prior to* a Boundary and (2) applied for decryption *after* that same Boundary. Instead, PO argues that the RMTA claims somehow still include the "*prior to/after*" requirement by relying on a false premise: that the RMTA claims require a "notification" for an "upcoming" notification-based boundary. The RMTA claims include no such limitation. As discussed below, even with such a limitation, the RMTA claims impermissibly extend claim scope beyond the original claims to scenarios that do not meet the undisputed "*prior to/after*" requirement.

As to Petitioner's patentability arguments relying on Peterka and Traw, PO's Reply asserts inaccurate attorney argument regarding the prior art's teachings that were preliminarily considered and rejected in the Preliminary Guidance ("PG").

I. PO FAILS TO ADDRESS BROADENING

A. PO does not dispute that the original claims include a "*prior to/after*" requirement.

PO admits that the original claims include a "*prior to/after*" requirement: "[i]n claim 1 [of the original claims], the 'first key rotation *boundary*' provides the point before which the second CEK must be obtained, and 'after' which it must be applied." Reply, 1 (emphasis original). The RMTA claims no longer require this for

any recited boundary, thus impermissibly expanding the scope of the original claims. Opp., 2-5. Petitioner demonstrated this for each of the RMTA’s claimed boundaries: the *time-based CEK boundary* and the *notification-based boundary*. *Id.* While PO now alleges that the “first time-based key rotation boundary... does not correspond to the ‘first key rotation boundary’ of the original claims for purposes of [this] dispute” (Reply 4), this (even if true) misses the point: *regardless* of whether the RMTA claims’ *time-based CEK boundary* or the *notification-based boundary* is the “operative” boundary, the RMTA claims impermissibly cover *new scope* because the original claims were limited to obtaining a second CEK and applying the second CEK for decryption *on opposite sides* of one “key rotation boundary.”

B. PO tries to conceal its impermissible broadening by relying on an unrecited “upcoming” boundary requirement.

PO tries to conceal its broadening by newly arguing that the RMTA claims require requesting and obtaining the second CEK “in response to” a “notification” of an “*upcoming*” notification-based boundary. Reply, 3.¹ PO alleges that because the RMTA claims require a “notification” of an “*upcoming*” boundary, the requesting/obtaining of the second CEK must also occur “*before* that boundary.” *Id.*

PO’s premise is false and ignores the RMTA claim language. The RMTA claims require a “notification to expire said first [CEK] after a notification-based

¹ Emphasis added throughout unless otherwise specified.

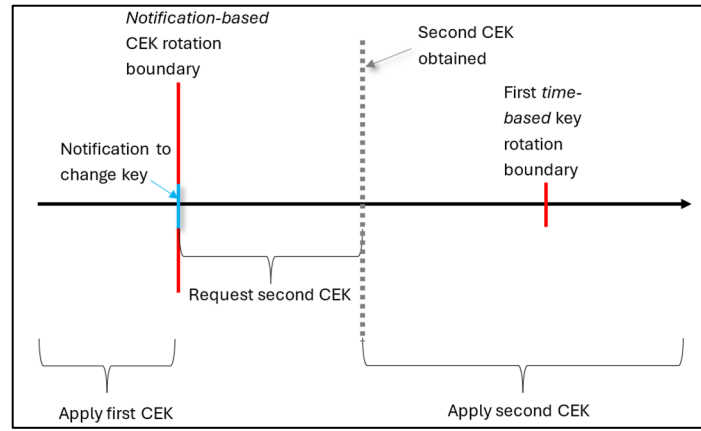
[CEK] boundary and before said first time-based [CEK] rotation boundary” but **does not require** any temporal relationship between the “notification” and the “notification-based [CEK] boundary.” RMTA, Claims App’x, ii. The RMTA claims never use the word “**upcoming**.” Nor do they use any similar word to limit **when** the notification-based CEK boundary occurs relative to the “notification to expire said first [CEK].” PO certainly cites no specification support for **requiring** a notification of an “upcoming” notification-based boundary. RMTA, 9. The specification instead discloses “notification[s]” describing “boundaries” that are **not** upcoming. *E.g.*, EX1001, 4:22-24, 7:33-37, 7:67-8:10, 9:20-22, 10:60-11:8, 11:24-34.

C. The RMTA claims are not limited to PO’s Reply illustration.

PO’s Reply offers an illustration allegedly showing that the RMTA claims are no broader than the original claims. Reply, 3. PO’s illustration is misleading because it does not reflect what the RMTA claims **require**. *See id.*, 3 n.1 (conceding that the illustration is “non-limiting”). For example, PO’s illustration shows a “notification” for an “upcoming” notification-based CEK boundary. *See* Reply, 3 (illustrating the notification to the **left** of the boundary). But as discussed *supra* § I.B, the RMTA claims do not require a “notification” of an “upcoming” boundary. Instead, the RMTA claims extend to scenarios where [21.5]’s “notification” (“to expire said first [CEK]”) occurs **at the same time** as or **after** the notification-based CEK boundary.

The below illustration shows one such scenario, modifying PO’s Reply

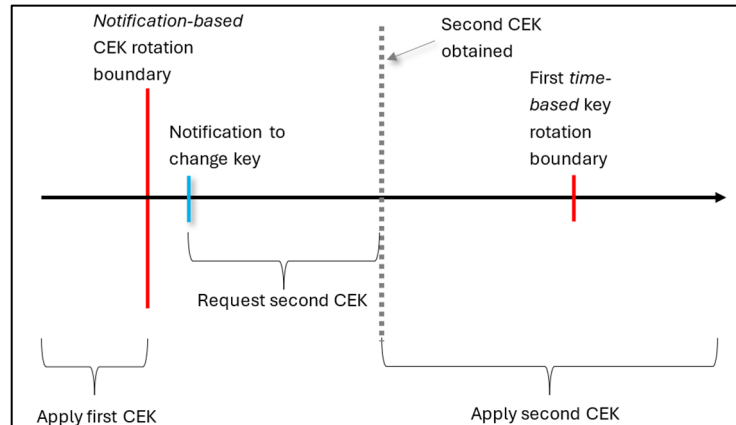
illustration (from Reply, 3) to show a notification to change the CEK that occurs *at the same time* as the notification-based CEK boundary.



Nothing in the RMTA claims excludes a time gap between the client applying the first and second CEKs for decryption—a known issue (e.g., Suzuki, [0008]-[0010]; EX1001, 11:60-64) that would be expected, e.g., for unscheduled key changes that occur due to security compromise. The above scenario thus meets RMTA limitations [21.5]-[21.6]: requests for / obtaining of the second CEK start *at* the notification-based CEK boundary (*in response to receiving* a notification to expire the first CEK), and the second CEK is applied for decryption *after* the notification-based CEK boundary. Further, requests for / obtaining of the second CEK occur *prior to* the first time-based CEK rotation boundary, and the second CEK is applied for decryption *before* the first time-based CEK rotation boundary.

By contrast, the original claims’ undisputed *prior to/after* requirement is not met because there is no one boundary “before which the second CEK must be obtained, *and* ‘after’ which it must be applied.” Reply, 1.

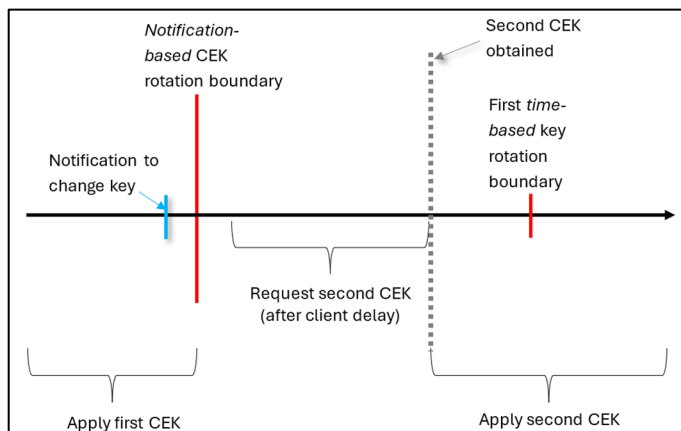
The RMTA claims also extend to scenarios where the “notification” is for a notification-based CEK boundary that already passed. This is shown below, with the notification to the *right* of notification-based CEK boundary:



Above, requests for / obtaining of the second CEK start *after* the notification-based CEK boundary (*in response to receiving* a notification to expire the first CEK), and the second CEK is applied for decryption *after* the notification-based CEK boundary. Further, requests for / obtaining of the second CEK occur *prior to* the first time-based CEK rotation boundary, and the second CEK is applied for decryption *before* the first time-based CEK rotation boundary. This scenario thus meets RMTA limitations [21.5]-[21.6] but does not meet the original claims’ undisputed *prior to/after* requirement, because there is no boundary “before which the second CEK must be obtained, *and* ‘after’ which it must be applied.” Reply, 1.

Moreover, *even if* PO had amended its claims to *require* the “notification” to “provide[] an upcoming” boundary—as PO falsely alleges it did (Reply, 3)—the RMTA claims would *still* extend to scope that was excluded by the original claims.

This can be seen in the below illustration—where the client requests and obtains a second CEK “in response to” the “notification to change key” but the requests are delayed (due to, e.g., processing latency) at the client.



Nothing in the RMTA claims excludes requesting and obtaining a second CEK (*in response to receiving* a notification to expire the first CEK) *after a delay*. Thus, the above scenario—where both the requests for / obtaining of and the application of the second CEK occur *after* the notification-based CEK boundary and the requests for / obtaining of and the application of the second CEK occur *before* the first time-based key rotation boundary—meets RMTA limitations [21.5]-[21.6]. The above scenario, however, does *not* meet the original claims’ undisputed *prior to/after* requirement, because there is no one boundary “before which the second CEK must be obtained, *and* ‘after’ which it must be applied.” Reply, 1.

In sum, PO’s illustration (Reply, 3) does not reflect what the RMTA claims *require* and cannot defeat Petitioner’s showing (as confirmed by the examples above) that the RMTA claims are broader than the original claims. Opp., 2-5.

II. LIMITATIONS [21.6] AND [29.7] INTRODUCE NEW MATTER

PO does not dispute that, like its IMTA, its RMTA provides a conclusory table of “string cites” “without any additional explanation.” PG, 6; IMTA, 10-14; RMTA, 8-13. Instead, PO hand waves that somehow Petitioner insisted upon *in haec verba* support. Reply, 5. This is false. Petitioner carefully walked through how each cited paragraph of the ’241 Publication (EX2004) that PO relies on for [21.6]/[29.7] does not support those limitations from the perspective of a POSA. Opp., 6-7.

PO does not directly address Petitioner’s arguments, focusing instead on pages from the ’316 Provisional (EX2005)—including pages that PO never cited before²—because the ’316 Provisional was incorporated-by-reference into the chain of priority. Reply, 7. PO’s attempt to pivot to previously-uncited disclosures does not help PO’s case. *No* priority document supports PO’s Reply illustration. Reply, 3. And the ’316 Provisional does not include support for **requiring** that a second key be applied for decryption **before** a specific demarcating key rotation boundary (instead of **after**, as originally claimed). Instead, at most, just like the ’241 Publication, the ’316 Provisional discloses key change notifications where replacement keys are applied independent of (and agnostic to) boundaries. Opp., 7.

In fact, PO’s citations actually support Petitioner’s argument. Reply, 6-7. For

² In PO’s Reply, PO newly relies on pages 8-9 of the ’316 Provisional, which were not even listed in PO’s conclusory RMTA table. RMTA, 9, 12. PO’s eleventh-hour sandbagging attempt, presented after its **second** MTA, should be deemed waived.

example, the phrase “at *any* time” (EX2005, p. 5) in the context of when a system “initiate[s]... key rotation” (*id.*) *supports* Petitioner’s point that replacement keys are applied independent of (and agnostic to) existing key rotation boundaries.

And PO’s citation to a “notification ‘describ[ing] the expiration of the previous key’” (Reply, 6 (citing EX2005, p. 12))—e.g., to help identify the previous key—says nothing about whether the notification *requires* application of a replacement key before, at, or after the described expiration. The point of an “*unscheduled* key change notification” (Reply, 6) is that it ignores a previously scheduled key rotation boundary. PO’s conclusory RMTA table and statements in Reply thus fail to satisfy PO’s burden to establish that the substitute claims do not introduce new matter. [21.6] and [29.7] violate 35 U.S.C. § 316(d)(3).

III. THE RMTA CLAIMS ARE UNPATENTABLE UNDER § 103

A. PO does not dispute the reasons to combine Peterka and Traw

PO does not dispute that POSAs would have been motivated to modify Peterka in view of Traw’s key revocation teachings. Opp., 9-12 (citing PO’s expert); Reply, 8-12 (no dispute). PO, moreover, does not dispute that Peterka-Traw meets [21.P], [21.1], [21.3]-[21.4], [21.6], claims 22, and 24-26.

B. RMTA limitation [21.2]

PO’s Reply fails to credibly rebut Petitioner’s claim interpretation or obviousness arguments. PO has no response to Petitioner’s showing that using an ECM’s “sequence number” or “time stamp” as a CEK identifier tracks the ’313

specification’s teaching of using “[CEK] identifiers” “selected based on a segment number of the prepared content” (Opp., 13; *e.g.*, EX1001, 3:43-45, 6:2-14) and cites no basis to exclude this embodiment of its own specification. Reply, 8-9; *see Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1583-84 (Fed. Cir. 1996).

Further, PO does not dispute that there were **numerous** reasons motivating a POSA to modify Peterka’s client to receive and use identifiers that were (1) assigned specifically to keys and (2) “unique” enough to distinguish amongst the client’s keys—and numerous reasons to modify Peterka with references disclosing these features. Opp., 24-25 (citing Suzuki; Pestoni); Reply, 8-9 (no dispute). Moreover, PO does not substantively dispute that a POSA would have been motivated to use assigned CEK IDs in the “**alternative**” scenario contemplated by the Opposition (at 13-14), where Peterka’s sequence numbers/time stamps are not used as CEK IDs.

C. RMTA limitation [21.5]

PO’s attorney argument misreads Peterka and Traw. PO’s main criticism is that Petitioner “does not identify any **teaching** in Peterka or Traw of a client requesting a new key *in response to* a key change notification.” Reply, 9 (emphasis original). That is not the standard for obviousness. Obviousness looks to whether the prior art **combination** provides enough information such that a POSA would find the claim obvious, rather than whether each limitation is literally disclosed in the prior art. *Bot M8 LLC v. Sony Interactive Ent. LLC*, 66 F.4th 1380, 1386 (Fed. Cir. 2023);

Fleming v. Cirrus Design Corp., 28 F.4th 1214, 1222 (Fed. Cir. 2022).

Regardless, PO’s argument (Reply, 9) that neither Peterka nor Traw teaches “a client requesting a new key *in response to* a key change notification” is wrong.

PO’s assertion makes no sense in the context of Peterka, which teaches “pull key” clients “responsib[le]” for “determining when a new key is required” and “each client request[ing] a new key” from a “key distribution server.” EX1005 (Peterka), [0106], [0110]; Opp., 18. As Petitioner explained, based on these teachings, POSAs understood that Peterka’s client requests a new key “in response to” *any* scenario where it determines a new key that it does not have is required to decrypt content. EX1047, ¶327. In Reply, PO does not even focus on the relevant key distribution teachings in Peterka, analyzing quotes from Peterka regarding key change signaling (Reply, 9-10) and when clients apply keys for decryption. Opp., 11-12, 18.

And PO misreads Traw. Reply, 10-11. Traw discloses “requir[ing]” content protection implementations to be “renewable... *in the event* of revocation” (e.g., in response to a revocation due to a compromised key), which Traw says can be through downloading “a new content protection implementation.” EX1042 (Traw), 2:43-64. PO ignores Traw’s “in the event of revocation” language and tries to dismiss Traw’s disclosure by contending the teaching is “in reference to its content protection implementation.” Reply, 11. But Traw’s renewal of content protection implementations comprises both software and keys. EX1047, ¶328 n.2; Traw, claim

1 (“new content implementation comprises (a) new software...*and* (b) a new key...”), 5:8-12 (“*keys* must be periodically *renewed*...”), 5:27-33 (“*renewal* process,...may include new *keys*...in the... *content protection implementation*...”).

PO also has no response to Petitioner’s showing (Opp., 19) that the unremarkable concept of a client requesting a new key in response to notice that a key has been revoked was well-documented (citing EX1048; EX1049) and far from inventive in the Peterka-Traw context (citing EX1047, ¶¶328-330; Peterka, [0105]). Nor does PO dispute that POSAs would have been motivated to implement Peterka-Traw to minimize “service interruptions” (Peterka, [0105]), such that when the client receives the second key due to an unscheduled key revocation (Traw, 3:17-19, 4:63-65, 5:35-39, 5:63-65, 6:12-21, 6:39-57), the client promptly applies the second key for decryption, before the current key is set to expire, allowing the client to resume viewing content. EX1047, ¶332; Peterka, [0106], [0116]; EX1003, ¶115; Opp., 19.

D. RMTA claim 23

POSAs understood there were three finite, obvious-to-try options for setting the expiration time of a replacement key: (1) *before*, (2) *at the same time*, or (3) *after* the original key expiration. Opp., 20; EX1047, ¶335; *KSR Int’l v. Teleflex*, 550 U.S. 398, 421 (2007). PO argues option #3 is too “broad[]” to be “one of a set of finite and obvious options.” Reply, 11-12. PO is incorrect on the law.

The Board has recognized that (1) *before*, (2) *during/at the same time*, or (3)

after an event are finite and obvious options—and not too “broad” under *KSR*. *Ex Parte Schinelli*, No. APPEAL 2025-000921, 2025 WL 3514783, at *5 (P.T.A.B. Nov. 19, 2025); *Ex Parte Ahmavaara*, No. APPEAL 2019-001889, 2020 WL 8184997, at *12 (P.T.A.B. Dec. 24, 2020). Moreover, PO does not dispute that POSAs would have specifically been motivated to set the expiration time for the second (replacement) CEK *after* the expiration of the first (compromised) key, such that “the second CEK’s expiration time” is “equal to the remaining lifespan for the pre-existing expiration set for the first CEK plus the fixed expiration time (period duration) originally assigned for the first CEK.” Opp., 22; EX1047, ¶343 (citing Peterka308; Chen); Reply, 11-12. Nor does PO dispute Petitioner’s showing of reasonable expectation of success. Opp., 22 (citing EX1047, ¶344).

E. RMTA claim 27

PO again attacks the individual teachings of Peterka and Traw, misreads those teachings, and fails to substantively address Petitioner’s explanation that Peterka-Traw’s *combination* revokes and requires replacement of a compromised key before its set expiration. Opp., 23; Reply, 12. PO does not dispute that Peterka’s modified system in Peterka-Traw includes a mechanism for responding to security attacks whereby the second CEK is used to decrypt content originally slated to be decrypted by the first (compromised) CEK, and the early expiration of the first (compromised) CEK is for security reasons. Opp., 23 (citing Traw; EX1047, ¶¶348-349).

Respectfully submitted,
Google LLC

Date: January 20, 2026

/Turhan Sarwar/

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WOLF, GREENFIELD & SACKS, P.C.

CERTIFICATE OF SERVICE UNDER 37 C.F.R. § 42.6 (e)(4)

I certify that on January 20, 2026, a copy of the foregoing document, including any exhibits filed therewith, is being served via electronic mail, as previously consented to by Patent Owner, upon the following:

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