

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

MICROSOFT CORPORATION,

Petitioner,

v.

STERLING COMPUTERS CORPORATION,

Patent Owner.

Case IPR2025-00270

U.S. Patent No. 8,073,911

PATENT OWNER'S REQUEST FOR DIRECTOR REVIEW

TABLE OF CONTENTS

I.	The Board Erred When It Invalidated Claims Based upon a Combination Different from the One Petitioner Described in the Petition.	3
A.	The Rohall-Schiavone Combination Articulated in the Petition.	3
B.	Rohall’s “Techniques” Operate on Emails at the “Entire Thread Level” (Not Individual Message Items), Handling Threads “as a Single Entity”.	5
C.	When Rohall’s “Techniques” Are Applied to Schiavone’s Rules, the Rules Would Apply to Entire Threads “as a Single Entity” (Not to Individual Message Items Like <i>Submessages</i>).	6
D.	The Board Erred When It Ignored Petitioner’s Proposed Combination.	6
II.	The Board Erred When It Found That Applying Rules to Entire Threads Would Apply “ <i>Different Rules</i> ” to “ <i>Different Submessages</i> .”	9
III.	The Board Erred in Finding That the Combination Teaches Limitation [13.5]: “ <i>Selectively Applying Rules . . . to the Sent Submessages</i> .”	10
IV.	The Board Erred When It Construed “ <i>Relational References</i> ” to Not Require a Relational Model.	12

TABLE OF AUTHORITIES

<u>Case</u>	<u>Page(s)</u>
<i>Bicon, Inc. v. Straumann Co.</i> , 441 F.3d 945 (Fed. Cir. 2006).....	10 & 12
<i>In re Nuvasive, Inc.</i> , 842 F.3d 1376 (Fed. Cir. 2016).....	7
<i>In re: Magnum Oil Tools Int’l, Ltd.</i> , 829 F.3d 1364 (Fed. Cir. 2016).....	8-9
<i>Intel Corp. v. Qualcomm Inc.</i> , 21 F.4th 784 (Fed. Cir. 2021).....	8
<i>In re Suong-Hyu Hyon</i> , 679 F.3d 1363 (Fed. Cir. 2012).....	4
<i>In re Wesslau</i> , 53 CCPA 746, 353 F.2d 238 (C.C.P.A. 1965).....	5
<i>InTouch Techs., Inc. v. VGO Communications, Inc.</i> , 751 F.3d 1327 (Fed. Cir. 2014).....	8
<i>KSR Int’l Co. v. Teleflex, Inc.</i> , 550 U.S. 398 (2007).....	8
<i>Merck & Co. v. Teva Pharms. USA, Inc.</i> , 395 F.3d 1364 (Fed. Cir. 2005).....	13
<i>Pers. Web Techs., LLC v. Apple, Inc.</i> , 848 F.3d 987 (Fed. Cir. 2017).....	8
<i>Phillips v. AWH Corp.</i> , 415 F.3d 1303 (Fed. Cir. 2005).....	13
 <u>Statutes, etc.</u>	 <u>Page(s)</u>
MPEP § 2141.....	5

EXHIBIT LIST

Patent Owner's Exhibit No.	Exhibit Description
2001	Declaration of Britta Loftus, Feb. 7, 2025
2002	Declaration of Latifur Khan, June 24, 2025
2003	Curriculum vitae of Latifur Khan
2004	Ramez Elmasri & Shamkant B. Navathe, FUNDAMENTALS OF DATABASE SYSTEMS, 195-201 (Chapter 7) & 941-949 (Appendix D) (3d ed. 2000)
2005	Declaration of Latifur Khan, December 16, 2025
2006	Oehlberg, T. (July 1998), <i>Informal PC-based Databases</i> , PM NETWORK, 12(8), 35-38.
2007	U.S. Patent No. 5,452,450 ("Delory")
2008	U.S. Patent Application No. 09/881,353 ("Mohit")
2009	U.S. Patent No. 7,542,979 ("Gupta")
2010	U.S. Patent Application No. 10/789,461 ("461 Application")
2011	Ramez Elmasri & Shamkant B. Navathe, FUNDAMENTALS OF DATABASE SYSTEMS, 195-241 (Chapter 7) (3d ed. 2000)

The '911 Patent addresses a problem created by prior art email systems: because email messages are “text strings” (i.e., threads), when a single email message is composed (a “*submessage*” under the '911 Patent terminology), that *submessage* goes on to be included in many other emails as a result of forwards, replies, etc. EX1001, 1:39-44. This replication of *submessages* results in a variety of problems, including inefficiencies caused by storing multiple copies and issues enforcing policies, because “the content cannot be tracked or logged given all of its separate instances in the system.” *Id.* 1:44-55. The '911 Patent solves these problems by breaking down each string into its *submessage* components, storing *submessages* separately, and applying rules to *submessages* (as opposed to entire threads).

The Board committed several errors when it invalidated all claims of the '911 Patent based upon the Rohall-Schiavone combination. **First**, the Board erred when it found that the combination of Rohall and Schiavone applies “*different rules to different submessages*.”¹ That finding ignores the combination the Petition actually proposed, which uses Rohall’s “techniques.” Rohall’s “techniques” handle threads “as a single entity,” so **every** *submessage* in a thread would have the **same** rule applied, **not** *different rules* applying to *different submessages*. The Board substituted

¹ This limitation appears in every independent claim except claim 13, and the complete limitation requires that “*different rules of the compliance policy are applicable to different ones of the plurality of sent submessages*.” EX1001, Cl. 1 [1.6], Cl. 10 [10.6], Cl. 27 [27.7].

a different combination without identifying any reason a skilled artisan would have made it; the only apparent reason is hindsight, using the claims as a roadmap.

The Board committed a **second** error when it found that, even if rules apply to the entire thread (i.e., if the combination correctly uses Rohall's "techniques"), that still would involve applying "*different rules to different submessages.*" That alternative finding rests on an unstated – and erroneous – construction that reads "*different ones of the plurality of sent submessages*" out of the claim.

Third, the Board erred when it found that the combination independently satisfies claim 13's requirement of "*selectively applying rules of the compliance policy to the sent submessages.*" The Board based that finding on Schiavone's example of a single message sent to two recipients. But, elsewhere, the Board found that that same example involves "the same email"; thus, the example does not demonstrate "*selectively applying rules ... to the sent submessages.*"

Finally, the Board committed a **fourth** error when it construed "*relational references*" to **not** require a relational model. The Board's construction leaves the word "*relational*" with no meaning and relies on the incorporated '461 Application selectively.

Director Review is warranted because, as explained herein, the Board's decision rests on four separate erroneous conclusions of law and clearly erroneous findings of material fact.

I. The Board Erred When It Invalidated Claims Based upon a Combination Different from the One Petitioner Described in the Petition.

Every independent claim of the '911 Patent, except for claim 13, requires that “*different rules*” apply to “*different submessages*.” Because the Rohall-Schiavone combination articulated in the Petition would **not** apply “*different rules*” to “*different submessages*,” the Board erred when it found that combination rendered this limitation obvious, ignoring the obviousness combination in the Petition.

The Rohall-Schiavone combination in the Petition uses Rohall's “techniques,” “functions,” “system,” “architecture,” and “data structures.” *Infra*, Section I.A. This is critical because Rohall's “techniques” **require** handling entire threads “**as a single entity**.” In contrast, every claim of the '911 Patent requires that rules be applied to individual message components (“*submessages*”). EX1001, Cl. 1, 10 & 27 (“*different rules ... are applicable to different ... submessages*”); *id.* Cl. 13 (“*selectively applying rules ... to ... submessages*”). Had the Board considered only the combination presented in the Petition (as it was required to do), it would have found that the combination **does not render obvious any claim**. This is because the stated combination would apply rules to entire threads, **not** to individual message components (i.e., *submessages*).

A. The Rohall-Schiavone Combination Articulated in the Petition.

The Petition states the following about its combination:

- the combination uses Rohall's “hardware and techniques” (Pet., 12);

- in the combination, Rohall would “perform[] the same function it has been known to perform” (*id.*, 13);
- the combination uses “Rohall’s ‘electronic messaging system’ architecture” (*id.*, 12) and “Rohall’s system architecture” (*id.*, 8);
- the combination uses “Rohall’s ‘electronic messaging system’” (*id.*, 5);
- the combination uses “Rohall’s system, which seeks to develop an improved inbox for messages by enhancing usability of messages and user productivity by implementing shadows documents using data structures” (*id.*, 8); and
- combining the references “would involve minimal changes to Rohall’s system architecture” (*id.*, 12).

Thus, the Petition expressly states that it uses **Rohall’s** (1) “techniques,” (2) “functions,” (3) “system,” (4) “architecture,” and (5) “data structures.”

Petitioner may respond that its statements merely invoke *KSR*’s rationale that known elements perform known functions, and that obviousness does not require “bodily incorporation” of Rohall’s features. *See* FWD, 42 (citing *In re Keller*, 642 F.2d 413, 425 (CCPA 1981)). But PO’s point is narrower. Petitioner relied on Rohall’s shadow-document **data structures and thread architecture** to supply the claimed *message container*, *relational references*, and *submessages*. Pet., 22–34; FWD, 24. The same Rohall architecture dictates that operations on those data structures be performed on the thread “as a single entity.” EX1005, [0013]. Petitioner cannot rely on Rohall’s architecture and thread data structures for some limitations while disregarding how Rohall teaches those structures are used for others. *See In re Suong-Hyu Hyon*, 679 F.3d 1363, 1367 (Fed. Cir. 2012) (“It is impermissible ... to pick and choose from any one reference only so much of it as

will support a given position, to the exclusion of other parts necessary to the full appreciation of what such reference fairly suggests to one of ordinary skill in the art.” (quoting *In re Wesslau*, 53 CCPA 746, 353 F.2d 238, 241 (CCPA 1965)); MPEP § 2141 (ascertaining obviousness requires “considering both the invention and the prior art references as a whole”). The Board’s combination impermissibly cherry-picks a single feature from Rohall (its “*submessages*”), ignoring that Rohall’s technique requires “Handling ... Threads ... as a Single Entity.” EX1005 (Title).

B. Rohall’s “Techniques” Operate on Emails at the “Entire Thread Level” (Not Individual Message Items), Handling Threads “as a Single Entity.”

Rohall is directed to solving a “common problem” with prior art e-mail systems: “many electronic mail application[s] do not have the ability to generate [entire conversation threads].” EX1005, [0008]. As a result, users had to “locate and act on each message individually,” a “time consuming” process that left message items “disconnected, resulting in increase[d] confusion.” *Id.*

Rohall solves these problems in the prior art by “handling” conversation threads “as a single entity.” *Id.* at 1 (Title); *see also id.* [0012] (guiding “principles” include “bringing all communications together in one place.”). Rohall teaches how to do this, including: (1) constructing complete threads (*id.* [0009]); (2) storing that complete thread “as a single entity” (*id.* [0010]); and, finally, (3) “handl[ing] or process[ing]” that complete thread “**as a single entity**.” *Id.* [0013]; *see also id.* [0011]. Thus, whenever conventional email “functions,” “actions,” or “operations”

are performed on the data structure, the thread is “handled or processed as a single entity.” *Id.*, [0013]. More specifically, any “**operation** on the data structure” should “represent[] **all ancestor documents in the conversation thread.**” *Id.*

C. When Rohall's “Techniques” Are Applied to Schiavone's Rules, the Rules Would Apply to Entire Threads “as a Single Entity” (Not to Individual Message Items Like *Submessages*).

Applying rules (from Schiavone) to emails is an “operation” (or “action” or “function”) on the data structure. *E.g.*, EX2005, ¶¶ 146 & 154. Thus, when Schiavone's rules are combined with Rohall's “techniques” for handling threads, the rules would apply to the entire thread “as a single entity” – i.e., to “all ancestor documents in the ... thread” – **not** to individual message items (*submessages*). *Id.*

The Board has framed PO's argument about Rohall's “techniques” as a “teaching away” argument. FWD, 20-21. But PO's argument does not depend on teaching away. It depends on what Rohall's own affirmative teachings about its techniques – which the Petition expressly adopts – do with the thread once it is reconstructed: Rohall processes and handles the thread “as a single entity.”

D. The Board Erred When It Ignored Petitioner's Proposed Combination.

The Board's finding that combining Rohall and Schiavone renders obvious the limitation of applying “*different rules to different submessages*” ignores Rohall's techniques for handling threads “as a single entity.” When Rohall's techniques are used (and combined with Schiavone's rules), each rule would apply to “all ancestor

documents in the conversation thread” (i.e., to the entire thread “as a single entity”), not to the individual *submessages* in the thread. To do otherwise – e.g., to apply one retention rule to the *initial* submessage in a thread but a different retention rule to a reply *submessage* in the same thread – would risk recreating the very system that Rohall criticizes: one in which items become “disconnected.” EX1005, [0008]. Because Rohall’s techniques handle threads “as a single entity,” the combination would apply the same rule to all *submessages* within a thread; “*different rules*” are not applied to “*different submessages*” in the thread. The Board held otherwise. FWD, 28 (rules would “apply...to each submessage”). The Board erred when it invalidated claims based upon a combination that discarded Rohall’s key teachings.

A secondary problem stemming from the Board’s implicit discarding of Rohall’s techniques is that there is no motivation for a skilled artisan to make the invalidating combination – i.e., to apply rules to *submessages*. Resp., 37, 39-40, 49-50. Rohall’s techniques of handling threads as a single entity teach the opposite, and Schiavone is silent on the issue. *Id.* Moreover, the Board’s motivation-to-combine analysis does not fill this gap, because the Board never explains why a skilled artisan would have combined the references so that *different rules* are applicable to *different submessages* within a single thread. FWD, 19–22. Thus, there is no motivation for making the combination. *In re NuVasive, Inc.*, 842 F.3d 1376, 1384-85 (Fed. Cir. 2016) (remanding PTAB decision where “the PTAB failed to articulate a *reason why*

a skilled artisan would have been motivated [to make particular combination]”); *KSR Int'l Co. v. Teleflex Inc.*, 550 U.S. 398, 418 (2007) (highlighting importance of “identify[ing] a reason that would have prompted a [skilled artisan] to combine the elements **in the way the claimed new invention does**”); *Pers. Web Techs., LLC v. Apple, Inc.*, 848 F.3d 987, 993-94 (Fed. Cir. 2017). Given that the Board identified no motivation to make that particular combination, it is apparent that the only reason to make that particular combination was hindsight, using the claims of the '911 Patent as a roadmap. This is improper. Resp., 33, 50, 53; Sur-Reply, 23-24; *InTouch Techs., Inc. v. VGO Communications, Inc.*, 751 F.3d 1327, 1352 (Fed. Cir. 2014).

In addressing PO's argument that Rohall requires that threads be handled “as a single entity,” the Board dismissed the argument as “based on a hypothetical combination instead of Petitioner's stated combination.” FWD, 31. The Board also reasoned that, even if thread-level application were “an alternative manner of combining the references,” the existence of an alternative does not undermine Petitioner's showing. *Id.* (citing *Intel Corp. v. Qualcomm Inc.*, 21 F.4th 784, 797 (Fed. Cir. 2021)). Both rationales misapprehend PO's argument. PO did not propose an “alternative” combination; it showed what **Petitioner's** own combination – built on Rohall's techniques and architecture – would do. *Intel* holds that a petitioner need not show its combination is the best option; it does not permit the Board to substitute a different combination for the one the petitioner proposed. *See In re: Magnum Oil*

Tools Int'l, Ltd., 829 F.3d 1364, 1381 (Fed. Cir. 2016) (“[W]e find no support for the PTO’s position that the Board is free to adopt arguments on behalf of petitioners that could have been, but were not, raised by the petitioner during an IPR.”). In sum, it was the Board, not PO, that ignored “Petitioner’s stated combination.”

II. The Board Erred When It Found That Applying Rules to Entire Threads Would Apply “*Different Rules*” to “*Different Submessages*.”

The second error the Board made was that it found that, even if the combination in the Petition applied rules to entire threads (which it must, because it uses Rohall’s “techniques”), the combination still applies “*different rules to different submessages*.” FWD, 31 (“[E]ven assuming ... that Petitioner’s combination resulted in a system that applies rules ‘on messages at the **entire-thread level**,’ such a combination still meets this limitation [requiring application of *different rules to different submessages*].” (citing Sur-reply 5, 7–8)). That finding is erroneous.

This alternative finding is an independent basis for the Board’s decision, and it rests on an implicit, and erroneous, construction of limitations [1.6], [10.6], and [27.7]. The Board reasoned that applying selected rules to the entire thread “applies rules according to the specific sender, receiver, and message content within that thread,” so that “the applicable rules change accordingly” as senders and receivers change. FWD, 31. On that reading, any system that applies a rule to an entire thread containing messages from more than one sender satisfies the limitation. That reading gives no effect to the requirement that “*different rules*” apply to “*different ones of*

the plurality of sent submessages,” and it cannot be reconciled with claim 1’s “*rule elements*” describing “*whether the rule is applicable to a sent submessage*” based upon the “*source of the sent submessage*” and the “*recipient of the sent submessage.*” EX1001, Cl. 1, [1.8]–[1.9]. Those limitations determine the rule applicability for each *submessage* based on that *submessage*’s own source and/or recipient, not for the thread as a whole. *See Bicon, Inc. v. Straumann Co.*, 441 F.3d 945, 950 (Fed. Cir. 2006) (claims construed to give effect to all terms). Claim construction is a question of law, and the Board’s unstated construction was erroneous.

The finding also lacks evidentiary support, and it is internally inconsistent. The Board cited no evidence that a system applying rules to an entire thread would evaluate the sender and recipient of each *submessage* within the thread. FWD, 31 (citing only EX1006 ¶ 16 and EX1005, Fig. 6C). And, if a system did evaluate each *submessage* within the thread separately, it would no longer be applying rules at the “entire-thread level,” which was the premise of the Board’s alternative finding. The Board’s alternative finding thus either assumes per-submessage processing (abandoning its own premise) or finds the limitation met without it (reading the limitation out of the claim). Either way, it cannot stand.

III. The Board Erred in Finding That the Combination Teaches Limitation [13.5]: “*Selectively Applying Rules . . . to the Sent Submessages.*”

Claim 13 does not recite limitation [1.6]; it instead recites limitation [13.5]: “*selectively applying rules of the compliance policy to the sent submessages.*” FWD,

34–35 (citing EX1001, 18:13–14). The Board found claim 13 – and challenged claims 15, 18, 20, and 21, which depend from it – unpatentable on two bases: (1) limitation [13.5] is broader than limitation [1.6] and is therefore met for the same reasons; and (2) the combination “independently” meets limitation [13.5] because, in Schiavone’s example, “COPPA rules are applied to submessages sent to US residents but not to submessages sent to French residents.” FWD, 35 (citing EX1006 ¶¶ 29, 33).

The first basis falls with the errors described in Sections I through II. Moreover, because Petitioner’s combination uses Rohall’s techniques – and, therefore, applies rules to the entire thread “as a single entity” (Section I) – it does not apply rules “*to the sent submessages*” at all, let alone “*selectively*.”

The second basis is clearly erroneous and contradicts the Board’s own finding. Schiavone’s example involves a single e-mail message sent to two recipients; it does not involve *submessages*. EX1006 ¶ 33 (“the same message sent to a 10 year old in France”). Five pages earlier, the Board itself found that “Schiavone’s examples describe applying different rules to the same email,” and that the combination relies on Rohall – not Schiavone – for *different submessages*. FWD, 30. The Board cannot treat Schiavone’s single message as “*submessages*” for claim 13 after finding that the same example involves only “the same email” for claim 1. Because the Board’s independent finding for claim 13 rests on a mischaracterization of Schiavone that

conflicts with its own findings, the Director should reverse the Board's determination as to claim 13 and dependent claims 15, 18, 20, and 21.

IV. The Board Erred When It Construed “*Relational References*” to Not Require a Relational Model.

The fourth error the Board made was in construing the claim term “*relational references*” present in every claim. PO submitted evidence – including intrinsic evidence, extrinsic evidence, and testimony – explaining why a skilled artisan would understand that the claim term “*relational references*” refers to *references* in a *relational* model. Resp., 8-14 & 17-25 (citing EX2005, ¶¶24-28 & 103-124 (citing EX2006-2011)); Sur-Reply, 21 (same). The Board nevertheless found that “*relational references*” does **not** require a relational model. That construction was unsupported and erroneous.

If “*relational*” did not require a relational model, the claims could simply have said “*references*.” The Board's construction gives the word “*relational*” no meaning. The Board construed “*relational references*” to include “pointers that point to related messages.” FWD, 15. But “*references*” alone would do the same, because (1) the ‘461 Application says that “*references*” are “pointers,” and (2) claim 1 already requires that the *references* point “to a plurality of sent submessages” of the same message and that one submessage be “a reply to [or] a forward of” another. EX1001, Cl. 1 ([1.2]–[1.3]). Under the Board's construction, “*relational*” adds nothing that the surrounding claim language does not already require. *See Bicon*, 441 F.3d at 950;

Merck & Co. v. Teva Pharms. USA, Inc., 395 F.3d 1364, 1372 (Fed. Cir. 2005) (“A claim construction that gives meaning to all the terms of the claim is preferred over one that does not do so.” (internal citations omitted)).

The specification also demonstrates that “*relational references*” requires a relational model. The ’911 Patent states that its messaging system “uses a relational model.” EX1001, 2:60-62. Although the Board found that the relational model was used only in “the embodiment of Fig. 1” (FWD, 11), Figure 1 is not some distinctive alternative: it is the entire environment or system in which the invention operates. Moreover, the specification’s description of the invention generally shows that it uses a relational model, including because containers are connected to their submessages through relational references (e.g., unique IDs). EX2005, ¶¶30 & 120 (citing EX1001, 5:55-60). Furthermore, the ’911 Patent incorporates by reference the ’461 Application (EX1001, 2:60-62), which uses a relational model and discusses tables in a relational database. EX2010, at Abstract; *id.*, [0021]; *id.* [0010] (“Summary of the Invention”); *id.* [0003]; *see also* EX2005, ¶¶48-53 (discussing ’461 Application) & ¶¶111-112. While the Board disregarded these references to unique IDs and tables in a relational database because “the claim does not recite” these features (FWD, 12), the specification “is always highly relevant to the claim construction analysis” and “is the single best guide to the meaning of a disputed term.” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1315 (Fed. Cir. 2005). Thus, these

disclosures are additional, persuasive evidence that the claim language “*relational references*” refers to *references* in a *relational* model.

The Board's treatment of the '461 Application is also internally inconsistent. The Board relied on the '461 Application to define “*reference*” as a “pointer.” FWD, 11, 13 (citing EX2010 ¶ 41). Yet, the Board declined to consider the same incorporated document's description of the relational model in which those pointers operate. FWD, 11–13. The '461 Application describes a messaging system that “uses a relational model” (EX2010, Abstract), and the pointers described in ¶ 41 are pointers within that relational model. If the '461 Application informs the meaning of “*references*,” it equally informs the meaning of the modifier “*relational*.” The Board's selective reliance on the incorporated document was legal error.

Extrinsic evidence confirms this understanding. Contemporaneous publications use the precise term “*relational reference*,” as well as similar phrasing, to describe *references* in a *relational* model. EX2006, at 3; EX2007, at 1; EX2008, [0015], [0017]; EX2009, 1:20-33, 8:48-51; *see also* EX2005, ¶¶113-116; EX2004/EX2011, at 206-207. Petitioner identified no contrary usage. Reply, 2-7.

In contrast to the substantial evidence supporting PO's proposed claim construction, Petitioner has presented almost no evidence to support a finding that “*relational references*” do not require a relational model. Petitioner's expert **never rebutted** PO's expert's testimony that a relational model is required. *See generally*

Reply, 2-7. And Petitioner **never addressed** PO's extrinsic evidence. *See id.*; Sur-Reply, at 11. Instead, Petitioner relies exclusively upon (1) attorney argument (*see* Reply, 2-7 & Sur-Reply, at 12-19), which is not evidence of how a skilled artisan would understand a claim term; and (2) its expert's **initial** testimony, which addressed the claim term only briefly to state his opinion that "*relational references*" means "pointers" because the '461 Application defines "*references*" as "pointers." But Petitioner's expert's testimony ignores that the claim term is not simply "*references*," but a particular type of references: "**relational** *references*." Petitioner's expert ignores the full claim term and fails to rebut any of PO's evidence.

For all of these reasons, substantial evidence supports a finding that a skilled artisan would understand "*relational references*" to require a relational model. The Board erred when it construed "*relational references*."

When the proper construction of "*relational references*" is applied, the Rohall-Schiavone combination does not render obvious any claim. This is because Petitioner relies upon Rohall for this limitation, but Rohall uses a hierarchical model, **not** a *relational* model. EX2005, ¶¶54-62 & 102-127.

For the foregoing reasons, PO respectfully requests that the Director grant review and reverse the Board's determination that claims 1–13, 15, 18, 20, 21, and 27 are unpatentable or, in the alternative, vacate the Final Written Decision and remand for further proceedings consistent with the Director's decision.

Respectfully submitted,

Dated: October 14, 2026

By: /Devan V. Padmanabhan/

Devan Padmanabhan

Lead Attorney for Patent Owner

Reg. No. 38,262

PADMANABHAN & DAWSON PLLC

9800 Shelard Parkway, Suite 120

Minneapolis, Minnesota 55441

Telephone: 612-444-3377

Email: devan@paddalawgroup.com

Attorney for Patent Owner

CERTIFICATE OF SERVICE

Pursuant to 37 C.F.R. 42.6(e), I certify that on this 14th day of October, 2026, a true and correct copy of the foregoing **Patent Owner's Request for Director Review** was served by electronic mail on Petitioner's lead and backup counsel at the following addresses:

WINSTON TAYLOR LLP
Dustin J. Edwards
Alexander P. Ott
Tathagata D. Goswami
Winston-Microsoft-Sterling@winstontaylor.com
dustin.edwards@winstontaylor.com
alexander.ott@winstontaylor.com
td.goswami@winstontaylor.com

By: /Devan Padmanabhan/

Devan Padmanabhan (Reg. No. 38,262)
devan@paddalawgroup.com
Padmanabhan & Dawson, PLLC
9800 Shelard Parkway, Suite 120
Minneapolis, Minnesota 55441
Telephone: 612-444-3377