

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

GOOGLE LLC,

Petitioner,

v.

BRODTI INC.,

Patent Owner.

Case No. IPR2025-00472

U.S. Patent No. 11,416,898

PATENT OWNER RESPONSE

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EXHIBIT LIST

No.	Description
1001	U.S. Patent No. 11,416,898 B2 to John E. DeTitta (filed May 24, 2019, issued Aug. 16, 2022) (“’898” or “’898 patent”)
1002	Declaration Of Mark Crovella, PH.D.
1003	U.S. Patent Application Pub. No. 2004/0054589 A1 to Frank C. Nicholas et al. (filed September 8, 2003, published March 18, 2004) (“ <i>Nicholas</i> ”)
1004	U.S. Patent Application Pub. No. 2004/0128547 A1 to Robert Laidlaw et al. (filed December 31, 2002, published July 1, 2004) (“ <i>Laidlaw</i> ”)
1005	U.S. Patent Application Pub. No. 2001/0039515 A1 to Vijay Mayadas (filed May 2, 2001, published November 8, 2001) (“ <i>Mayadas</i> ”)
1006	U.S. Patent Application Pub. No. 2005/0027594 A1 to Elliot Yasnovsky et al. (filed November 3, 2003, published February 3, 2005) (“ <i>Yasnovsky</i> ”)
1007	U.S. Patent No. 8,156,216 B1 to Brent Error (filed January 10, 2003, issued April 10, 2012) (“ <i>Error</i> ”)
1008	U.S. Patent No. 6,138,142 to Steven J. Linsk (filed December 20, 1996, issued October 24, 2000) (“ <i>Linsk</i> ”)
1009	Excerpts from Robbin Zeff et al., Advertising on the Internet (2d ed. 1999)
1010	Excerpts from Microsoft Computer Dictionary (5th ed. 2002)

No.	Description
1011	Excerpts from Dictionary of Computer and Internet Terms (8th ed. 2003)
1012	U.S. Provisional Patent Application No. 60/298,329
1013	U.S. Provisional Patent Application No. 60/362,297
1014	Excerpts from Bob Baxley, Making the Web Work: Designing Effective Web Applications (2002) (“ <i>Baxley</i> ”)
1015	WO 01/59653 A1 to Neal J. Manowitz (filed January 31, 2001, published August 16, 2001) (“ <i>Manowitz</i> ”)
1016	Excerpts from James F. Korsh, <i>Data Structures, Algorithms, and Program Style</i> (1986) (“ <i>Korsh</i> ”)
2002	Prosecution History for the ’898 Patent (U.S. Application No. 16/422,106) (Pros. His.)
2003	Prosecution History for the ’290 Patent (U.S. Application No. 14/015,604) (’290 Patent Pros. His.)
2004	October 24, 2025 Deposition Transcript of Dr. Mark Crovella, Ph.D.
2005	Plaintiff’s Response To Defendant’s Motion To Dismiss in <i>BrodTi Inc., v. Google LLC</i> , C.A. No. 24-173-JCB (D. Del.).
2006	Printout of www.youtube.com as it appeared on April 30, 2007 from the Internet Archive.
2007	Dictionary Definitions of “option,” “predetermined,” and “select” from The New Oxford American Dictionary by the Oxford University Press, 2001
2008	Dictionary Definitions of “option,” “predetermined,” and “select” from Webster’s Third New International Dictionary, Merriam-Webster, Inc., 2002

No.	Description
2009	Declaration of Harley Myler, Ph.D, P.E.
2010	Declaration of Timothy Cremen

Patent Owner, BrodTi Inc. (“BrodTi or Patent Owner”) respectfully submits this Response to the Petition for *Inter Partes* Review (“Petition” or “Pet.”) of U.S. Patent No. 11,416,898 (“the ’898 Patent”).

I. INTRODUCTION

BrodTi is a small “micro” technology company founded by the inventor of the ’898 Patent, John Eric DeTitta. Mr. DeTitta came up with the idea for a system that would facilitate the ability of creative individuals to earn revenue from content creation and ad revenue sharing long before the modern creator-economy existed.¹ For nearly two decades, Mr. DeTitta has, personally and through BrodTi, invested substantial personal and financial resources to prosecute, maintain, and enforce the ’898 Patent.

In response to an infringement lawsuit brought by BrodTi, Google LLC (“Google” or “Petitioner”) challenges here the patentability of the claims of the ’898 Patent. But, as demonstrated herein, Google has not proven that any of the Challenged Claims (claims 1-20 of the ’898 patent) are unpatentable by a preponderance of the evidence as required by 35 U.S.C. § 316(e).

¹ Terminology utilized in the ’898 Patent discussed herein (e.g., “project,” “fund,” “distribution,” etc.) has evolved into terms like “creator program,” “ad-revenue pool,” and “monetization payout” in today’s parlance, but these concepts and the idea behind the modern creator-economy were all invented by Mr. DeTitta.

As explained in detail below, Petitioner relies largely on *Nicholas* (EX1003) as allegedly teaching most of the elements of the Challenged Claims. But *Nicholas* is, at its base, quite different from the '898 Patent, and fails to teach or suggest at least elements [c], [d], [f], [g], [h], and [k] of the independent claims. Petitioner tries to gloss over the fundamental differences between *Nicholas* and the claims by ignoring, misreading, or changing the plain language of the Challenged Claims in an effort to “fit” them to *Nicholas*. Such an approach cannot suffice to meet Petitioner’s burden to show unpatentability here.

II. THE '898 PATENT

A. The '898 Patent

1. The '898 Patent Is Related To A Method For Funding A Project

The '898 Patent is related to a method for funding a project. *See* EX1001 ('898 Patent), Title (“Methods, systems, and apparatus for financing projects”), Abstract (“A method of producing and financing a predetermined project is disclosed.”), 1:22-30 (“The present invention relates generally to media financing and more specifically it relates to such a process that allows advertisers to finance media productions through advertising media buys while eliminating the risk of normal event financing speculative investment.”), 1:34-2:28 (“Due to the above described limitations of existing fund raising methodologies, there remains a need for an improved method, system and apparatus for raising funds for projects.”), and

2:30-3:4 (“It is an object of the present invention to provide a project funding method, system and apparatus that will overcome the shortcomings of current methodologies, systems and systems.” and “It is a further object of the present invention to provide a process for raising funds for a predetermined project which utilizes an advertiser funding model which eliminates the requirement for traditional fund raising systems...”).

2. The '898 Patent Provides A Specific Exemplary Embodiment Of Its Method For Funding A Project

The '898 Patent also provides a specific example of its project funding methodology. EX1001 (*'898 Patent*), FIG. 2 (reproduced below), 4:30-5:49. EX2009 (*Myler Dec.*), ¶18.

The first step of the project funding process of the '898 Patent is shown in step 51 of its FIG. 2, where a creative process is performed such that an idea (*e.g.*, a movie screenplay) is formed and a budget to bring it to fruition (*e.g.*, as a movie) is developed. EX1001 (*'898 Patent*), 4:35-49, FIG. 2. EX2009 (*Myler Dec.*), ¶19.

Next, in step 56, the company that owns or licenses the creative project evaluates the idea and determines its target market. The company then creates a media property (*e.g.*, a website) with content (*e.g.*, a preview video for the project) and a description of the relevant target audience. EX1001 (*'898 Patent*), 4:50-5:5, FIG. 2. EX2009 (*Myler Dec.*), ¶20.

Once the media property and content is set up (e.g., on a website), a number of impressions for the media property may be tracked by the company that owns or licenses the creative project. The '898 Patent indicates that “an impression is a visitor to the website through access to the World Wide Web that visits a screen of the media property.” EX1001 ('898 Patent), 5:17-21, FIG. 2. EX2009 (Myler Dec.), ¶21.

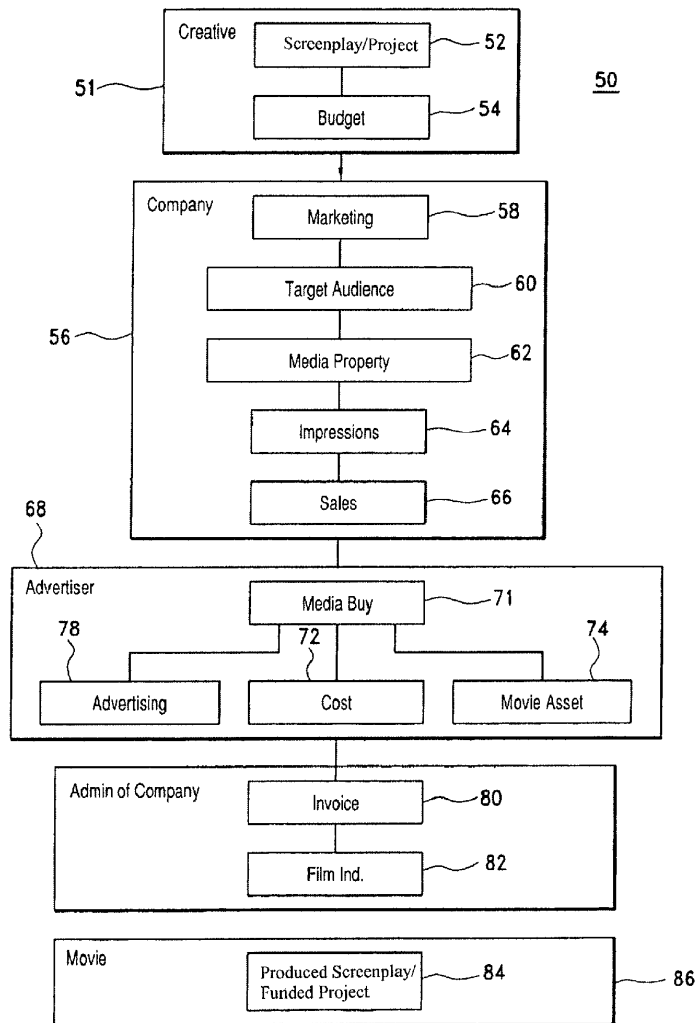


FIG. 2

A POSITA would have understood setting up the media property (and content) in this manner would allow the company that owns or licenses the creative project to measure the popularity of the media property (and content) by measuring the number of impressions, which then allows the company to make advertising / media buy offers to advertisers. EX2009 (Myler Dec.), ¶22.

Indeed, the '898 patent indicates that the company may use the gathered impression information (and target audience information) to sell advertising space within its content. EX1001 (*'898 Patent*), 5:5-9 (“These impressions create a commodity in the advertising community and are packaged by the sales team to be sold in step 66 to an advertiser.”), FIG. 2. EX2009 (*Mylar Dec.*), ¶23.

This sales process from the company to advertisers is described in more detail at EX1001 (*'898 Patent*), 6:11-30 (emphasis added):

Each of these impressions has a value to them based on the audience and the value to the advertiser. Once a media property is created and visitors come to the media property site and there is a sufficient number of impressions to market the users to advertisers.

On the internet, the impression cost is based on guaranteeing/providing to the user on per thousand impressions or CPM. The average cost to the advertiser is 15\$ per thousand impressions. ***A sales team of the company then markets the impressions on the website to the advertiser for a set number of impressions and cost in a media buy. A media buy sets the terms and cost of the advertising provided by the media property to the advertiser.***

The media production finance process 50 then sells sufficient advertising to advertisers on the media property to obtain enough revenue for the cost of the budget provided by the producer. If the advertiser receives a standard media buy however, the funds generated

from the media buy is placed into the media production fund that subsequently financed the media production.

It is clear from the foregoing that it is the company that owns or licenses the creative project that offers to the advertiser a “set number of impressions and cost in a media buy” in combination as a set package (*e.g.*, X impressions at Y CPM) to directly fund the project. EX2009 (*Myler Dec.*), ¶25.

A POSITA would have understood this offer methodology (*e.g.*, **from** the company and **to** the advertiser) to make sense inasmuch as the purpose of the '198 Patent's process is fundraising for the company, not just to offer an advertisement buy interface for an advertiser. EX2009 (*Myler Dec.*), ¶26. As such, the company is seeking to create a guaranteed revenue stream from the media buy, not just to be a facilitator of advertising buys. *Id.*

Next, in step 68, an advertiser (a separate entity from the company) reviews the “predetermined media buy” (*i.e.*, the offer of impressions and cost) offer from the company, determines the overall cost to the advertiser based on the offer, and creates the advertising that will be placed into the media project (and content). EX1001 ('898 Patent), 5:22-37. EX2009 (*Myler Dec.*), ¶27.

Finally, the media buy is fulfilled *e.g.*, the advertisements are placed in the media project (and content) and the advertiser pays the company for the

advertisement placement. EX1001 (*'898 Patent*), 5:38-49. EX2009 (*Myler Dec.*), ¶28.

Petitioner and Dr. Crovella's analysis of the specification of the '898 Patent skips over large parts of the foregoing processes and ignores its stated purpose. *See* Pet. 4-6 and EX1002 (*Crovella Dec.*), ¶¶9-14. Neither Petitioner nor Dr. Crovella even try to consider the claims' scope in the context of the exemplary embodiments.² Rather, as demonstrated below, both read the claims in a manner completely detached from the exemplary embodiments of the specification in an effort to make the claims "fit" the prior art. Such an approach is, of course, improper, as an interpretation of a claim that excludes the preferred embodiment "is rarely, if ever, correct and would require highly persuasive evidentiary support." *See Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1583-84 (Fed. Cir. 1996).

3. The '898 Patent Provides A Specific Exemplary Embodiment Of Its Method For Valid Impression Counting

The '898 Patent also describes how it tracks impressions at EX1001 (*'898 Patent*), 5:9-16 and 5:59-6:10.

² Dr. Crovella would not confirm during his deposition whether he construed the claims to cover the exemplary embodiments of the '898 Patent. EX2004 (*Crovella Trans.*), 22:19-24:13. EX2009 (*Myler Dec.*), ¶29.

Ad Impression is defined by the Internet advertising bureau as the standard in internet advertising as a measurement of responses from an ad delivery system to an ad request from the user's browser 14, which is filtered from robotic activity and is recorded at a point as late as possible in the process of delivery of the advertising materials to the user's browser-therefore the closest to actual opportunity to see by the user.

A valid impression may only be counted when an ad counter receives and responds to an HTTP request for a tracking asset from a client. The count must happen after the initiation of retrieval of underlying page content. Permissible implementation techniques include (but are not limited to) HTTP request generated by , <FRAME>, or <SCRIPT SRC>. For client-side ad serving, the ad content itself could be treated as the tracking asset and the ad server itself could do the ad counting.

The response by the ad counter includes but is not limited to: Delivery of a "beacon", which may be defined as any piece of content designation as a tracking asset. Beacons commonly are in the form of 1×1 pixel image. Delivery of a "302" redirector or html/JavaScript (which doubles as a tracking asset) to any location, and delivery of ad content.

Measurement of any ad delivery may be accomplished by measuring the delivery of a tracking asset associated with the ad. The ad counter must employ standard header on the response, in order to minimize the potential of caching.

Thus, it is clear in the context of the '898 Patent that impressions are measured based on the delivery of a webpage to a client, not just the client accessing a particular website or connecting to a particular web server. EX2009 (*Myler Dec.*), ¶31.

Both experts agree that webpages must be at least partially transmitted to a client for impressions to be recorded. EX2004 (*Crovella Trans.*), 53:21-55:1, EX2009 (*Myler Dec.*), ¶32.

4. Invention/Filing Date of the Challenged Claims

The '898 Patent was filed on May 24, 2019 and indicates that it is a continuation of U.S. application Ser. No. 14/015,604, filed Aug. 30, 2013, which is a continuation-in-part of U.S. application Ser. No. 11/274,706, filed Nov. 14, 2005, which claims the benefit of priority to U.S. Provisional Application No. 60/626,933, filed Nov. 12, 2004. EX1001 (*'898 Patent*), cover page, 1:7-18.

Neither Petitioner nor Dr. Crovella analyze whether the claims of the '898 Patent are entitled to any one of the earlier dates, as the art applied by Petitioner and Dr. Crovella appears to predate the November 12, 2004 filing date of U.S. Provisional Application No. 60/626,933. *See* Pet., 8, fn2; EX1002 (*Crovella Dec.*), p. 11, fn1. Patent Owner agrees that determining the date of invention and/or effective filing for the Challenged Claims is not necessary to resolve this dispute at

this time. Patent Owner reserves its right to address any future assertions by Petitioner as to this issue.

5. Prosecution History

The '898 Patent's Application was filed on May 24, 2019. EX2002 (*Pros. His.*), 172-209. The issued claims of the '898 Patent originated from a May 28, 2020 Preliminary Amendment. EX2002 (*Pros. His.*), 159-166. These claims were found substantively allowable in a March 8, 2022 first Office Action by the Patent Office. EX2002 (*Pros. His.*), 88-96. The claims were ultimately allowed in a July 5, 2022 Notice of Allowance. EX2002 (*Pros. His.*), 44-52. EX2009 (*Myler Dec.*), ¶39.

In the March 8, 2022 first Office Action, the Examiner stated that: “The present invention relates generally to media financing and more specifically it relates to such a process that allows advertisers to finance media productions through advertising media buys while eliminating the risk of normal event financing speculative investment.” EX2002 (*Pros. His.*), 92. This observation by the Examiner confirms that a POSITA would have understood the '898 Patent to be related to a method for funding a project, as set forth above in §II.A.2. EX2009 (*Myler Dec.*), ¶40. Further supporting this conclusion, the references identified by the Examiner in the Office Action and Notice of Allowance as the closest prior art

were each fundraising-related, providing further confirmation for how a POSITA would have understood the '898 Patent. *Id.*

Dr. Crovella did not indicate that he reviewed the prosecution history of the '898 Patent as part of his obviousness analysis, and Petitioner does not mention it. EX1002 (*Crovella Dec.*), ¶8. EX2009 (*Myler Dec.*), ¶41.

III. LEVEL OF ORDINARY SKILL IN THE ART

A POSITA in the field of the '898 Patent would have had at least a bachelor's degree, or the equivalent degree, in electrical engineering, computer science, computer engineering, or a related field, and at least two years of experience in internet-based technologies, including web interfaces and web-based media, or a related field, and with related systems, hardware, software, and firmware, or equivalent experience. EX2009 (*Myler Dec.*), ¶¶43-47. A person with less education but more relevant practical experience, or more education and less experience, may also meet this standard. *Id.*

IV. CLAIM CONSTRUCTION

A. The Claim Terms Have Their Plain and Ordinary Meaning

Patent Owner generally agrees with Petitioner's (and Dr. Crovella's) position that the terms of the Challenged Claims have their plain and ordinary meaning and that no express claim constructions are necessary. Pet., 6; EX1002 (*Crovella Dec.*), ¶¶15-21; EX2009 (*Myler Dec.*), ¶¶51-54.

B. Petitioner’s Interpretation Of “Wherein The Populating Comprises Placing The Advertising Material Within Web Property Content Of The At Least One Website” Is Wrong

Patent Owner disagrees, however, that Petitioner and Dr. Crovella have applied the “plain and ordinary meaning” to the phrase “wherein the populating comprises placing the advertising material within web property content of the at least one website” in claim element [f],³ and/or its constituent terms, as part of his analysis. EX2009 (*Myler Dec.*), ¶55.

As set forth below in Section V.B, element [f] recites:

[f] based on obtaining the selection, populating, by the one or more processors, the advertising material on the at least one website, wherein the populating comprises ***placing the advertising material within web property content of the at least one website;***

EX1001 (’898 *Patent*), claim 1.

A POSITA would have understood this phrase in the context of the ’898 Patent as a whole to require: (i) inserting an advertisement: (ii) into the particular content (*e.g.*, a discrete user-accessible file) for which revenue is being sought; (iii) where the content is presented on a website (*e.g.*, on a particular webpage or webpages of a common domain).⁴ EX2009 (*Myler Dec.*), ¶57. This conclusion

³ For convenience, Patent Owner adopts Petitioner’s claim element identification scheme herein.

⁴ To the extent this is considered an express construction, Patent Owner adopts it.

results from the following understandings of the constituent terms of this phrase.

Id.

First, as for “web property content,” this term appears three times in claim 1 (claims 10 and 19 are similar), reproduced partially below with highlights (and added element letters).

1. A computer-implemented method comprising:

...

[f] based on obtaining the selection, populating, by the one or more processors, the advertising material on the at least one website, wherein the populating comprises placing the advertising material within ***web property content*** of the at least one website;

[g] monitoring, by the one or more processors, a number of impressions of the advertising material provided to users accessing the ***web property content*** displayed on the at least one website;

...

[k] based on determining a number of valid impressions are met, electronically collecting, by the one or more processors, a share of the advertising revenue to be transmitted to the ***web property content*** owner.

EX2009 (*Myler Dec.*), ¶58.

In the context of these three recitations, “web property content” must be: (i) capable of being placed on a website (see below for the meaning of website); (ii)

capable of being accessible to a user on the website; and (iii) the thing for which revenue is being sought. EX2009 (*Myler Dec.*), ¶59.

Further, as set forth in §II.A.2-3, a POSITA would have understood that the point of the '898 Patent is to raise funds in relation to particular “content.” In this context, a POSITA reviewing the specification’s exemplary embodiment would have understood the “content” for which revenue is being sought to be a discrete user-accessible file that is arranged on a webpage for which impressions can be tracked and then used to offer media buy opportunity offers to an advertiser for ad placement within the content. EX1001 (*'898 Patent*), FIG. 2, 4:30-5:49. EX2009 (*Myler Dec.*), ¶60.

Based on the foregoing, a POSITA would have understood “web property content” to mean a discrete user-accessible file on a website for which revenue is being sought. EX2009 (*Myler Dec.*), ¶61.

In the context of the '898 Patent, “content” cannot be, as Petitioner and Dr. Crovella posit in their analysis of element [f]⁵ (*see* Pet., 37-41; EX1002 (*Crovella Dec.*), ¶¶125-128),⁶ a webpage or website generally. “Content” is specified by

⁵ As set forth below in §V.B, Petitioner and Dr. Crovella’s positions as to element [f] are not entirely clear.

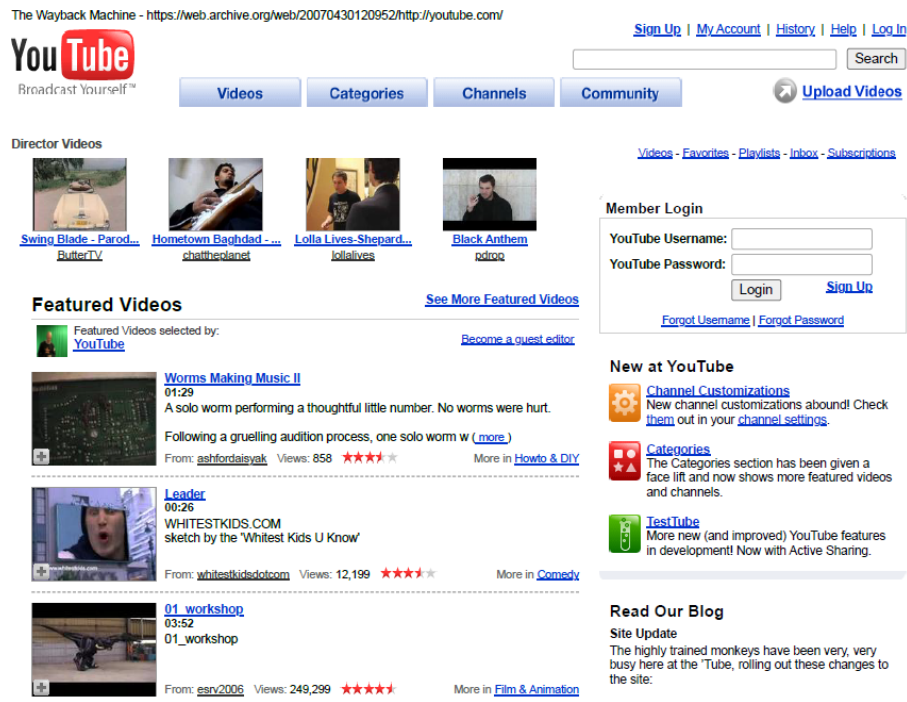
⁶ *See also* EX2004 (*Crovella Trans.*), 25:11-15 (agreeing that content in his view can be a webpage or files on the webpage).

claim 1 (and claims 10 and 19) to be capable of (among other things) being placed *on a website* and being *accessible to a user on the website*. Thus, “content” and “website” must logically be different things in the context of the ’898 Patent. EX2009 (*Myler Dec.*), ¶62. Different terms in patent claims are presumed to have different meanings. *Helmsderfer v. Bobrick Washroom Equip., Inc.*, 527 F.3d 1379, 1382 (Fed. Cir. 2008) (“[o]ur precedent instructs that different claim terms are presumed to have different meanings”), citing *Applied Med. Res. Corp. v. U.S. Surgical Corp.*, 448 F.3d 1324, 1333 n.3 (Fed. Cir. 2006)).

Second, as for “placing the advertising material within web property content,” a POSITA would have understood this phrase to mean inserting the advertisement into content (with content having the meaning set forth above). A POSITA would have understood this phrase in this manner because it is impressions of the *content* that matter for fundraising in the ’898 Patent. EX1001 (*’898 Patent*), 4:30-5:49; and element [g], reciting that it is impressions of users “accessing the web property content displayed on the at least one website” that is monitored. EX2009 (*Myler Dec.*), ¶63.

Indeed, impressions must be content-based because a webpage could include multiple different pieces of content. An example of this is illustrated by the following page from www.youtube.com, circa 2007, obtained from the Internet

Archive, which shows examples of multiple content items on a website in the relevant time frame, a concept which was well known to a POSITA.



EX2006; EX2009 (*Myler Dec.*), ¶64.

Patent Owner has also previously explained the foregoing plain meaning of this phrase during briefing on a Motion to Dismiss in the related district court matter between the parties. *See* EX2005 (*BrodTi's Answering Brief*), pp. 1, 3-4, 7, 13-14. This briefing occurred before the Petition was filed, but Petitioner did not identify it to the Board, and it does not appear that Dr. Crovella was provided or considered this briefing. EX2004 (*Crovella Trans.*), 13:7-10; EX1002 (*Crovella Dec.*), ¶8 (listing of references considered, omitting this document).

Third, as for “website,” this term has been used in slightly varying ways in the art over the years. Thus, a POSITA would have reviewed the ’898 Patent to

understand how it was being used therein. Starting with the claims, “website” is used in claim 1 (claims 10 and 19 are similar), as set forth below:

1. A computer-implemented method comprising:

[a] receiving, by one or more processors, from a given client, over an Internet-based communication link from a browsing application executed on the given client processor to the one or more processors, a message comprising data, the data comprising advertising material to populate on one or more *websites*;

...

[d] obtaining, by the one or more processors, via an input in the graphical user interface, a selection of one or more of the advertising buy options, wherein the selected one or more advertising buy options comprise at least one *website* of the respective *websites* and a predetermined number of impressions of the advertising material for users visiting the at least one *website*;

...

[f] based on obtaining the selection, populating, by the one or more processors, the advertising material on the at least one *website*, wherein the populating comprises placing the advertising material within web property content of the at least one *website*;

[g] monitoring, by the one or more processors, a number of impressions of the advertising material provided to users accessing the web property content displayed on the at least one *website*;

...

[j] upon determining a number of valid impressions are met, ceasing, by the one or more processors, the populating of the advertising material on the at least one **website**; and

...

EX2009 (*Myler Dec.*), ¶66.

Read together, the elements in which “website” is present in claim 1 require that websites have to at least: (i) allow advertisements to be populated on them; (ii) contain options that are selectable by a client as part of the ad buy process; (iii) be visitable by a user; and (iv) have web property content displayed on them. EX2009 (*Myler Dec.*), ¶67.

To provide these features, a POSITA would have understood “website” was being used to describe a particular definable webpage (*e.g.*, www.espn.com) or a group of webpages at a particular domain (*e.g.*, www.espn.com, www.espn.com/nba, www.espn.com/nfl, www.espn.com/nhl). This usage permits the functionality set forth in the claim elements above. EX2009 (*Myler Dec.*), ¶68.

“Website” is used similarly in the ’898 Patent’s specification. *See* EX1001 (*’898 Patent*), 5:17-19 (“an impression is a visitor to the **website** through access to the World Wide Web that visits a screen of the media property”), 6:19-21 (“A sales team of the company then markets the impressions on the **website** to the advertiser”), and 6:43-45 (“A media outlet may include but is not limited to film,

Television, Print, Internet (and a corresponding *web site*”) (emphases added).

EX2009 (*Myler Dec.*), ¶69.

The prior art cited by Petitioner and Dr. Crovella teaches the same. *See* EX1003 (*Nicholas*) ¶¶[0056] (“One example might be viewing the cnn.com *website* using a web browser on personal computer 123 (FIG. 1)”), [0123] (“A company might be given preferential placement on an individual site or category of sites, such as the Green Bay Packers *website*, www.packers.com.”), EX1006 (*Yasnovksy*), [0035] (“In one specific embodiment, the network 120 is the Internet. The sites 110 include *web sites*, such as Yahoo!’s various properties: the Yahoo! Main Page, Launch!, News, Finance, etc.”), EX1015 (*Manowitz*), par. bridging pp. 1-2 (“The publisher then publishes the content, for example, on a *web site*, for access by a consumer”). EX2009 (*Myler Dec.*), ¶70.

The above meaning of “website” (“a particular definable webpage (*e.g.*, www.espn.com) or a group of webpages at a particular domain (*e.g.*, www.espn.com/nba, www.espn.com/nfl, www.espn.com/nhl)” reflects each of these usages of website. EX2009 (*Myler Dec.*), ¶71.

The scope of “website” as used in the art can include, in some instances, the server that hosts the “website.” This usage is also mentioned in passing in the ’898 Patent’s specification. *See* EX1001 (’898 *Patent*) 3:66-4:4 (“The WWW service allows a server computer system (*i.e.*, Web server or Web site) to send graphical

Web pages or screens of information such as the advertising materials to a remote client computer system 10. The remote client computer system 10 can then display the Web pages.”). EX2009 (*Myler Dec.*), ¶72.

But this usage does not comport with “website” as it appears in the context of claim 1 (or claims 10 and 19), because a server cannot itself: (i) allow advertisements to be populated *on it*; (ii) *show options* that are selectable by a client as part of the ad buy process; (iii) *be visitable* by a user; and (iv) *have web property content displayed on them*. Instead, as noted in the foregoing passage, a server would provide a web page or a group of web pages for those functions. For these same reasons, “website” cannot be, as Petitioner and Dr. Crovella suggest in their analysis of element [f], a server “node.” Pet., 37-41; EX1002 (*Crovella Dec.*), ¶¶125-128; EX2009 (*Myler Dec.*), ¶73.

V. PETITIONER FAILS TO ESTABLISH THAT ANY CHALLENGED CLAIMS ARE UNPATENTABLE

Petitioner has advanced the following Grounds alleging claims 1-20 of the ’898 Patent (the “Challenged Claims”) are obvious:

Ground	Claims	Alleged Combination
1	1-6, 9-15, 18, 19	<i>Nicholas</i> (EX1003), <i>Laidlaw</i> (EX1004), <i>Mayadas</i> (EX1005), and <i>Error</i> (EX1007).
2	7, 8, 16, 17, 20	Ground 1 Prior Art + <i>Yasnovsky</i> (EX1006)
3	1-6, 9-15, 18, 19	Ground 1 Prior Art + <i>Manowitz</i> (EX1015)

Ground	Claims	Alleged Combination
4	7, 8, 16, 17, 20	Ground 2 Prior Art + <i>Manowitz</i> (EX1015)

Pet., 3; EX1002 (*Crovella Dec.*), ¶39.

Patent Owner submits that a POSITA would ***not*** have found the Challenged Claims of the '898 patent to be obvious based on the Grounds advanced by Petitioner and Dr. Crovella for at least the reasons discussed in the following sections, which identify claim elements common to each of the independent claims (and dependent claims 8, 17, and 20). EX2009 (*Myler Dec.*), ¶76.

A. Claim Elements [c] and [d] Are Not Taught or Suggested by the Ground References

Elements [c] and [d] in independent claims 1, 10, and 19 recite the following:

[c] based on a message provided by a given client, generating, by the one or more processors, a webpage, wherein the generating comprises providing, via a graphical user interface of the webpage, a plurality of advertising buy options for selection by a given client accessing said webpage;

[d] obtaining, by the one or more processors, via an input in the graphical user interface, a selection of one or more of the advertising buy options, wherein the selected one or more advertising buy options comprise at least one website of the respective websites and a predetermined number of impressions of the advertising material for users visiting the at least one website;

These elements, read in conjunction, first require the generation of a webpage *presenting advertising buy options to a client for the client's selection*. This is what is required by the plain language of element [c], as the advertising buy options have to be presented *to a client* in order for the options to be selected *by the client* in element [d]. EX2009 (*Myler Dec.*), ¶78. This understanding also reflects the media buy process described by the '898 Patent's specification as being marketed from the company *to the advertiser*. EX1001 (*'898 Patent*), 6:16-23. ("A sales team of the company then markets the impressions on the website to the advertiser for a set number of impressions and cost in a media buy. A media buy sets the terms and cost of the advertising provided by the media property to the advertiser."). *Id.*

Second, these elements require obtaining the client "selection" of the "advertising buy options" that have been presented to it (in element [c]) where the selected buy options include "at least one website of the respective websites and a predetermined number of impressions of the advertising material for users visiting the at least one website." To allow the client to provide such selections, a POSITA would have understood these elements to require that the "advertising buy options" presented in element [c] must include selectable options of "at least one website"

and a “predetermined number of impressions” from which the client can “select.”⁷ For example, the “advertising buy options” could include a list of websites (*e.g.*, www.espn.com, www.foxsports.com, www.nbcports.com, *etc.* from which a particular website can be selected) and a list of numbers of impressions (*e.g.*, 10,000, 100,000, 1,000,000, *etc.*) from which a particular number of impressions can be selected. EX2009 (*Myler Dec.*), ¶79. The claim language also contemplates other options. *Id.* The “advertising buy options” could also include a list of websites (*e.g.*, www.espn.com, www.foxsports.com, www.nbcports.com, *etc.* from which a particular website can be selected) and single number of impressions option (*e.g.*, 10,000) that can be selected. *Id.* Still further, the “advertising buy options” could also include options with single website and predetermined number of impression combinations. *Id.* In any event, what is required is that the options are presented *to the client* for its selection. *Id.*

Finally, the client may then “select” the presented options and the selection can be obtained by the system. EX2009 (*Myler Dec.*), ¶80.

Regarding Grounds 1/2, Petitioner (Pet., 21-28) and Dr. Crovella (EX1002 (*Crovella Dec.*), ¶¶102-110) rely on *Nicholas* (EX1003) alone as allegedly teaching claim elements [c] and [d]. EX2009 (*Myler Dec.*), ¶81.

⁷ This reflects the ordinary meanings of “select,” “option,” and “predetermined.” EX2007, EX2008.

Regarding the providing of advertising buy options that include websites and the client's selection of "at least one website of the respective websites," Petitioner and Dr. Crovella assert that *Nicholas's* teaching of the client's selection of a website, such as "test.com" in its FIG. 9, teaches the provision of a list of websites from which a particular website can be selected. EX1002, ¶103. Pet., 22-24; EX2009 (*Myler Dec.*), ¶82.

Provided below is an annotated version of *Nicholas's* FIG. 9 highlighting at least one of the portions upon which Patent Owner understands Petitioner and Dr. Crovella to be relying. EX2009 (*Myler Dec.*), ¶83.

201

202

Dizpersion

log off threshold

accounts advertiser website newspaper

Broadcast Ad Ad Upload Coupon Quantity Channels Geographic Demographic Summary

Company Name
User Name
Street Address
City, State Zip
Home

Channels

Sports
Family
General Interests

Steps

1. Select Channels/Websites

Select Channel/Website

Sports Channel

Select Area

State County City Zip Code

Select Time Horizon

Month Year Weekday/Weekend Morning, Afternoon, & Evening

Submit

As a % of all traffic to the website or channel

Actual Hits

As a % of all traffic to the whole network the related period

231

232

233

234

235

236

237

230

FIG. 9

As for providing options from which a particular number of impressions can be selected, Petitioner and Dr. Crovella assert that the *client's entry* of a number of

impressions in a text entry box in FIG. 8 teaches the selection of a presented predetermined number of impressions. Pet., 21-24; EX1002, ¶¶102, 109. These teachings are all that Petitioner and Dr. Crovella rely on to support their argument that this feature is obvious. EX2004 (*Crovella Trans.*), 43:19-44:11. EX2009 (*Myler Dec.*), ¶84.

Provided below is an annotated version of *Nicholas*'s FIG. 8 highlighting the portion upon which Patent Owner understands Petitioner and Dr. Crovella to be relying. EX2009 (*Myler Dec.*), ¶85.

The screenshot shows the Dizpersion website interface. At the top, there is a navigation bar with links for 'log off' and 'threshold'. Below this is a menu with categories: 'accounts', 'advertiser', 'website', and 'newspaper'. The main content area is titled 'Broadcast Ad' and contains a form for purchasing advertising impressions. The form includes fields for 'Company Name', 'User Name', 'Street Address', 'City, State Zip', and a 'Home' link. A red dashed line highlights the 'Impressions' text entry box and the 'Submit' button. A red dashed line also highlights the 'Steps' section, which lists six steps for purchasing impressions. The 'Steps' section includes: 1. Enter the Number of Impressions Purchased. 2. Select the Broadcast Start Date. 3. Select the Broadcast Start Time and Time Zone. 4. Select the Broadcast End Date. 5. Select the Broadcast End Time and Time Zone. 6. Press Submit. The form also includes dropdown menus for 'Start Date', 'Start Time', 'End Date', 'End Time', 'Start Zone', and 'Time Zone'. The footer of the page includes '2001 Dizpersion Corporation', 'Contact Us', 'Privacy', and 'Terms of Use'.

220
FIG. 8

Patent Owner disagrees with Petitioner and Dr. Crovella's assertions. The textual entry of a number by a client is not the "selection ..." of "a predetermined number of impressions of the advertising material" required by element [d].

EX2009 (*Myler Dec.*), ¶87. Entering a value is not selecting a displayed option. *Id.* Nor is entering a value in real-time selecting a predetermined option. *Id.* Petitioner and Dr. Crovella try to sidestep this issue by changing the verb from that of the claim, asserting the *Nicholas* teaches allowing the advertiser to “specify” a number of impressions (Pet., 21; EX1002 (*Crovella Dec.*), ¶102) and that the determination of the number to enter in the advertiser’s mind makes that entry “predetermined” (Pet., 27; EX1002 (*Crovella Dec.*), ¶109). But “specifying” is not selecting an option, and real-time entry is not an option predetermined by the system for the user’s selection. *Id.*

Moreover, the entry of a number of impressions convenient to the advertiser is *opposite* of how the ’898 Patent works, as discussed above in §§II.A.2-3. EX2009 (*Myler Dec.*), ¶88. As set forth in §§II.A.2-3, the ’898 Patent is related to a situation where the company that owns or leases the content offers to an advertiser a number of impressions and cost per impression in order to complete its fundraising goals. *Id.* It would not make sense in this context for the advertiser to be the one entering the number of impressions, as such an approach would offer little fundraising guarantees for the company. *Id.*

As set forth above, Petitioner and Dr. Crovella do not rely on any of the other references applied in Grounds 1/2 to teach this feature, and there appears to be no teaching in any of *Laidlaw* (EX1004), *Mayadas* (EX1005), or *Error*

(EX1007) that would provide the above-noted deficiencies of *Nicholas*. EX2009 (*Myler Dec.*), ¶89. Thus, elements [c] and [d] are patentable over Grounds 1/2. *Id.*

Regarding Grounds 3/4, Petitioner and Dr. Crovella do not assert that the reference added by these grounds, *Manowitz* (EX1015), teaches these claim limitations, and there appears to be no teaching of them in *Manowitz*. See Pet., 67-69.; EX1002 (*Crovella Dec.*), ¶¶184-189. EX2009 (*Myler Dec.*), ¶90. Thus, elements [c] and [d] are also patentable over Grounds 3/4. *Id.*

B. Claim Element [f] Is Not Taught or Suggested by the Ground References

Element [f] in independent claims 1, 10, and 19 recites the following:

[f] based on obtaining the selection, populating, by the one or more processors, the advertising material on the at least one website, wherein the populating comprises placing the advertising material within web property content of the at least one website;

EX2009 (*Myler Dec.*), ¶91.

As set forth in the claim construction section (§IV.B), a POSITA would have understood the “wherein ...” portion of this element to require: (i) inserting an advertisement: (ii) into the particular content (*e.g.*, a discrete user-accessible file) related to the fundraising is being sought; (iii) where the content is presented on a website (*e.g.*, on a particular webpage or webpages of a common domain). EX2009 (*Myler Dec.*), ¶92. Moreover, this element requires that the website where the content is presented is the website selected in element [d]. *Id.*

Regarding Grounds 1/2, Petitioner (Pet., 27-41) and Dr. Crovella (EX1002 (*Crovella Dec.*), ¶¶125-128) rely on *Nicholas* alone as allegedly teaching these features. EX2009 (*Myler Dec.*), ¶93.

Patent Owner disagrees with Petitioner and Dr. Crovella’s assertions on several accounts.

First, Petitioner and Dr. Crovella allege that *Nicholas*’s node 130 teaches “the at least one website” in this claim element, evidently because it provides HTML code. Pet., 30; EX1002 (*Crovella Dec.*), ¶¶125-126; EX2009 (*Myler Dec.*), ¶95. But node 130 is not a “website” in the context of the claims as it is not a webpage or set of webpages of a common domain. *See* §IV.B. EX2009 (*Myler Dec.*), ¶95. A server node, by itself, cannot provide the functions required of a “website” by the elements of claim 1, and neither Petitioner nor Dr. Crovella explains how it can.⁸ EX2009 (*Myler Dec.*), ¶95.

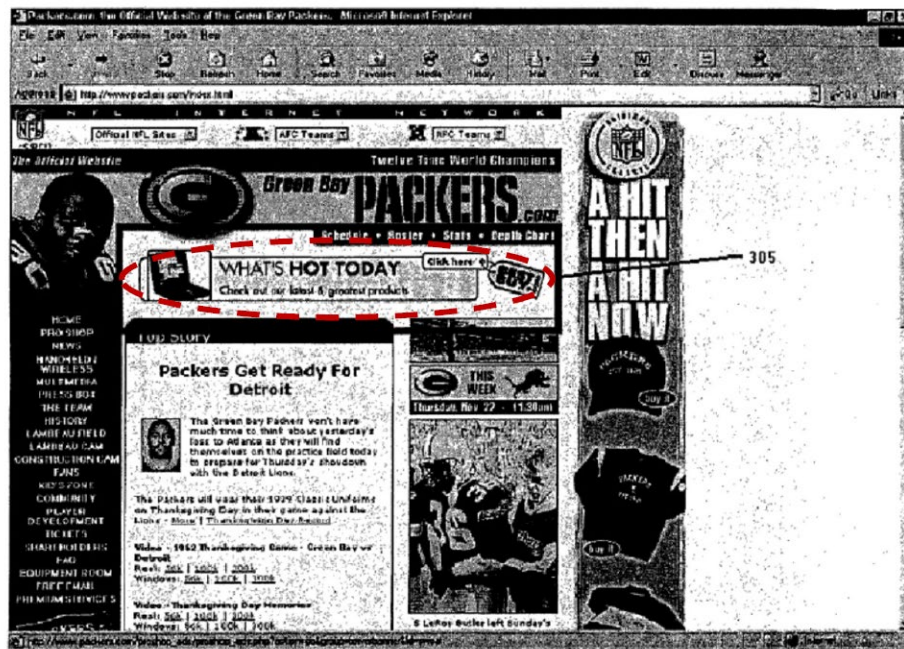
Second, even if node 130 could be considered a “website” in the context of claim 1 (it cannot), neither Petitioner nor Dr. Crovella explains how *Nicholas* teaches that node 130 corresponds to the ***particular website*** selected by the advertiser in element [1d] as required by this claim element (*i.e.*, “populating ... the advertising material on ***the at least one website***” of this element refers back to

⁸ Node 130 is the only portion of *Nicholas* upon which Dr. Crovella relies on to teach the website of this claim element. EX2004 (*Crovella Trans.*), 58:1-6.

element [1d]’s “the selected one or more advertising buy options comprise *at least one website* of the respective websites”). EX2009 (*Myler Dec.*), ¶96. Indeed, Petitioner and Dr. Crovella appear to simply ignore this requirement of element [f], focusing instead on generalizations regarding the “based on obtaining the selection” language. *See* Pet., 39-41; EX1002 (*Crovella Dec.*), ¶¶127-128; EX2009 (*Myler Dec.*), ¶96. But these generalizations do not provide any explanation for how node 130 is tied to any website selected in, for example, FIG. 9 of *Nicholas*. EX2009 (*Myler Dec.*), ¶96.

Third, neither Petitioner nor Dr. Crovella show how *Nicholas* teaches an advertisement is populated “within web property content.” EX2009 (*Myler Dec.*), ¶97. Petitioner (Pet., 38-39) and Dr. Crovella (EX1002 (*Crovella Dec.*), ¶126) point only to an advertisement presented on a webpage in FIG. 3 of a provisional application related to *Nicholas* as teaching this element. EX2009 (*Myler Dec.*), ¶97. The image on which they rely is reproduced below with annotations identifying the alleged advertisement identified by Petitioner and Dr. Crovella.⁹ EX2009 (*Myler Dec.*), ¶97.

⁹ *See also* EX2004 (*Crovella Trans.*), 58:7-59:22.



But FIG. 3 does not teach an advertisement placed “within web property content of the at least one website” as required by claim element [f], as “web property content” is properly understood. *See* §IV.B. EX2009 (*Myler Dec.*), ¶98. While the advertisement in this figure is placed on a website (as website is properly understood),¹⁰ it is not placed within content (*e.g.*, a discrete user-accessible file) on the website. EX2009 (*Myler Dec.*), ¶98.

¹⁰ Indeed, even the portion of *Nicholas*’s priority document Petitioner and Dr. Crovella cite as describing FIG. 3 specifies that it is a “web site.” EX1002 (*Crovella Dec.*), ¶126 (last three lines). *See also* Pet., 38 (describing FIG. 3 as a website). This further demonstrates that Petitioner and Dr. Crovella’s strained assertions that node 130 is a “website” to be incorrect.

As set forth above, Petitioner does not rely on any of the other references applied in Grounds 1/2 to teach this feature, and there appears to be no teaching in any of *Laidlaw* (EX1004), *Mayadas* (EX1005), or *Error* (EX1007) that would provide the above-noted deficiencies of *Nicholas*. EX2009 (*Myler Dec.*), ¶99. Thus, element [f] is patentable over Grounds 1/2. *Id.*

In Grounds 3/4, neither Petitioner nor Dr. Crovella explains how *Manowitz* would correct the above-identified deficiencies of *Nicholas*, and do not rely on it to teach that advertisements would be presented “within” the content on the selected website. Pet., 67-69; EX1002 (*Crovella Dec.*), ¶¶184-189; EX2009 (*Myler Dec.*), ¶100. Nor does there appear to be any teaching of the above-identified deficiencies in *Manowitz*. EX2009 (*Myler Dec.*), ¶100. Thus, element [f] is patentable over Grounds 3/4. *Id.*

C. Claim Elements [g] and [h] Are Not Taught or Suggested by the Ground References

Elements [g] and [h] in independent claims 1, 10, and 19 recite the following:

[g] monitoring, by the one or more processors, a number of impressions of the advertising material provided to users accessing the web property content displayed on the at least one website;

[h] determining, by the one or more processors, whether an impression of the advertising material is valid, wherein the impression is valid based on a predetermined impression tracking system;

EX2009 (*Myler Dec.*), ¶101.

Regarding Grounds 1/2, Petitioner (Pet., 41-45) and Dr. Crovella (EX1002 (*Crovella Dec.*), ¶¶129-139) assert that *Nicholas* alone teaches element [g] and that the combination of *Nicholas* and *Error* teaches element [h]. EX2009 (*Myler Dec.*), ¶102.

Patent Owner disagrees with Petitioner and Dr. Crovella's assertions for several reasons.

First, regarding element [g], neither Petitioner nor Dr. Crovella explains how *Nicholas* teaches that “web property content” can be “displayed on the at least one website” as required by this element. EX2009 (*Myler Dec.*), ¶104. Nor could it, for the same reasons discussed above, as *Nicholas*'s node 130, which Petitioner and Dr. Crovella compare to the recited “website,” cannot have anything displayed “on” it. *Id.*

Second, the experts agree that webpages must be at least partially transmitted to a client for impressions to be gathered. EX2004 (*Crovella Trans.*), 53:21-55:1; EX2009 (*Myler Dec.*), ¶105. In this context, neither Petitioner nor Dr. Crovella has explained how impressions of node 130 can be gathered. EX2009 (*Myler Dec.*), ¶105.

Third, neither Petitioner nor Dr. Crovella explains, with regard to either claim element, how impressions of the advertising material provided *within the*

content, as required by elements [f], are monitored or determined to be valid.

EX2009 (*Myler Dec.*), ¶106. Regarding element [g], Petitioner and Dr. Crovella cite only to *Nicholas*'s general teaching of impression tracking, but do not offer any explanation for how such monitoring would be effected, let alone on a content-specific basis. Pet., 41-42; EX1002 (*Crovella Dec.*), ¶¶129-131. EX2009 (*Myler Dec.*), ¶106.

Fourth, regarding element [h], Petitioner and Dr. Crovella cite to the additional teachings of *Error* as allegedly teaching the recited impression determination, but concede those teachings are of “determining that a **web page** was properly delivered to the browser,” not impressions of **content** on a web page. Pet., 42-44; EX1002 (*Crovella Dec.*), ¶¶132-135; EX2009 (*Myler Dec.*), ¶107. But neither Petitioner nor Dr. Crovella explains how a POSITA would have been motivated to modify *Nicholas*'s node 130 with *Error*'s teachings. EX2009 (*Myler Dec.*), ¶107. Petitioner and Dr. Crovella focus their motivation argument on the general benefits of *Error*, but do not explain how combining *Error*'s teachings with *Nicholas*'s would improve *Nicholas*'s node 130. *Id.* Nor, in any event, does *Error* correct the failures of *Nicholas* as to impressions of **content**. *Id.* Impressions of a webpage may be obtained when the webpage is loaded into a user's browser, while impressions of content on the webpage may not be obtained until the content is loaded separately from the webpage. *Id.* These are different concepts. *Id.*

As set forth above, Petitioner does not rely on any of the other references applied in Grounds 1/2 to teach this feature, and there do not appear to be any teachings in any of *Laidlaw* (EX1004) or *Mayadas* (EX1005) that would provide the above-noted deficiencies of *Nicholas* (and/or *Error*). EX2009 (*Myler Dec.*), ¶108. Thus, element [f] is patentable over Grounds 1/2. *Id.*

In Grounds 3/4, neither Petitioner nor Dr. Crovella explain how *Manowitz* would correct the foregoing deficiencies, and do not rely on it to teach impression monitoring and/or determinations. Pet., 67-69; EX1002 (*Crovella Dec.*), ¶¶184-189; EX2009 (*Myler Dec.*), ¶109. Thus, elements [g] and [h] are patentable over Grounds 3/4. *Id.*

D. Claim Element [k] Is Not Taught Or Suggested by the Ground References

Element [k] in independent claims 1, 10, and 19 recites the following:

[k] based on determining a number of valid impressions are met, electronically collecting, by the one or more processors, a share of the advertising revenue to be transmitted to the web property content owner.

EX2009 (*Myler Dec.*), ¶110.

Petitioner and Dr. Crovella assert that a combination of *Nicholas* and *Mayadas* (Grounds 1/2) or *Nicholas*, *Mayadas*, and *Manowitz* (Grounds 3/4) teaches this claim element. Pet., 47-51; EX1002 (*Crovella Dec.*), ¶¶144-150; EX2009 (*Myler Dec.*), ¶111.

Patent Owner disagrees with Petitioner and Dr. Crovella's assertions on several accounts.

First, with respect to the *Nicholas/Mayadas* combination (Grounds 1/2), neither Petitioner nor Dr. Crovella explains how the combination teaches transmitting a revenue share to any "web property content owner" as they have not explained how either *Nicholas* or *Mayadas* teach or suggest any identifiable "web property content" that is different from the website of *Nicholas* discussed in element [1f]. *See* Pet., 47-51; EX1002 (*Crovella Dec.*), ¶144. EX2009 (*Myler Dec.*), ¶113.

Second, Petitioner and Dr. Crovella allege that "determining a number of valid impressions are met" can be satisfied by a *single* valid impression. *See* Pet., 48; EX1002, ¶¶145-146. Patent Owner disagrees. A POSITA would have understood this phrase to require a *plural number of impressions* based on the plain meaning of the term (*e.g.*, impressions requires a plural number). EX2009 (*Myler Dec.*), ¶114. A POSITA would further have understood that a *plural number of impressions* was required because, if the system were meant to operate based on the detection of a single impression, there would be no need to track a number as a direct action could be taken based on the detection of a single impression. *Id.* A POSITA would also have understood that a *plural number of impressions* was required because the '898 patent is not related to payment on an

ad-by-ad basis. *Id.* Rather, as set forth above, it is related to fundraising based on numerous impressions. *Id.*

Third, Petitioner and Dr. Crovella allege that a POSITA would have looked to modify *Nicholas* with *Mayadas*'s teaching that "[e]ach time the advertisement is served and the specified action is taken by the consumer, the advertiser's escrow account is debited for the one action" and the "publisher is remitted payment for successfully serving the advertisement to a member of the target audience" (citing EX1005 (*Mayadas*), ¶¶[0037], [0043]), and that such a combination would teach the claim element if the claim were considered to be satisfied by a single valid impression. *See* Pet., 48-49; EX1002 (*Crovella Dec.*), ¶¶145-146; EX2009 (*Myler Dec.*), ¶115. But the claims of the '898 patent do not cover such a situation, for the reasons set forth above. *Id.*

Fourth, Petitioner and Dr. Crovella allege that a POSITA would have understood, based on *Nicholas*'s teaching that impressions can be purchased on a cost per thousand basis, that *Mayadas*'s payment scheme could be modified such that payment can be effected "after a larger number of valid impressions had completed." *See* Pet., 48-51; EX1002 (*Crovella Dec.*), ¶¶147-149. EX2009 (*Myler Dec.*), ¶116.

Patent Owner disagrees. *Mayadas* teaches that its payment-per-ad-service is an important feature to reduce risk. EX1005 (*Mayadas*), ¶[0038]; EX2009 (*Myler*

Dec.), ¶117. Petitioner and Dr. Crovella's proposed modification is, therefore, the opposite of *Mayadas*'s teachings. *Id.* And Petitioner and Dr. Crovella fail to cite even a single additional reference that teaches payment based on a larger number of valid impressions. *Id.* The only support Petitioner and Dr. Crovella offers for their position is Dr. Crovella's *ipse dixit*. Finally, just because ads are *priced* on a volume basis does not make it obvious that a separate payment will not be made until a particular number of valid impressions has been reached. *Id.* Thus, element [k] is patentable over Grounds 1/2. *Id.*

Lastly, with respect to the *Nicholas/Mayadas/Manowitz* combination (Grounds 3/4), neither Petitioner nor Dr. Crovella explains how *Manowitz* can correct any of the above deficiencies. Pet., 67-69; EX1002 (*Crovella Dec.*), ¶¶184-189. EX2009 (*Myler Dec.*), ¶118. Thus, element [k] is patentable over Grounds 3/4. *Id.*

E. Claim 8 Is Not Taught or Suggested by the Ground References

Claims 8, 17, and 20 depend from claims 1, 10, and 19 respectively and recite:

prior to determining that the number of impressions is equal to the predetermined number of impressions, obtaining, by the one or more processors, via an input in the graphical user interface, a request for increasing the predetermined number of impressions of the advertising material for users visiting the at least one website; and

based on the obtaining, automatically increasing the predetermined number of impressions.

EX2009 (*Myler Dec.*), ¶119.

Petitioner and Dr. Crovella apply separate grounds (Grounds 2 and 4) against claim 8 based on the additional *Yasnovsky* (EX1006) reference. Pet., 61-67; EX1002 (*Crovella Dec.*), ¶¶175-181. Specifically, Petitioner and Dr. Crovella assert that *Yanovsky*'s teaching that its **advertiser** can make edits to its campaigns would have made it obvious to adjust the impression numbers entered into *Nicholas*'s FIG. 8 (*see* element [d]), and that such a process would render claim 8 obvious.

Patent Owner disagrees. Claim 8 recites a process where an advertiser can request that the predetermined number of impressions that is offered to the advertiser for the media buy be increased. EX2009 (*Myler Dec.*), ¶121. *Nicholas* fails to teach or suggest offering a predetermined number of impressions to the advertiser for at least the reasons set forth in element [d], and *Yanovsky* fails to correct this basic deficiency. *Id.* *Yasnovsky* teaches only editing a campaign budget, not impressions, let alone seeking an increase of impressions offered to an advertiser. *Id.*

VI. CONCLUSION

For the reasons set forth above, Patent Owner respectfully requests that the Board find that Petitioner has failed to establish that any Challenged Claim is invalid by a preponderance of the evidence as required by 35 U.S.C. § 316(e).

Date: November 3, 2025

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CERTIFICATE OF COMPLIANCE

1. This Patent Owner's Response complies with the type-volume limitation of 14,000 words, comprising 7,923 words, as counted using the Microsoft Word software that was used to prepare this paper, excluding the parts exempted by 37 C.F.R. § 42.24.

2. This Reply complies with the general format requirements of 37 C.F.R. § 42.6(a) and has been prepared using Microsoft® Word 2016 in 14-point Times New Roman.

Date: November 3, 2025

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on November 3, 2025, a true and correct copy of the **PATENT OWNER'S RESPONSE** was served via email to all parties to the following counsel of record for the Petitioner:

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