

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

GOOGLE LLC,
Petitioner,

v.

BRODTI INC.,
Patent Owner.

Case IPR2025-00472
Patent 11,416,898 B2

**PETITIONER'S REPLY IN SUPPORT OF
PETITION FOR *INTER PARTES* REVIEW**

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I. INTRODUCTION

Patent Owner's response does not defend the claims as written. It instead attempts to distinguish them from the prior art through a series of claim interpretations, sometimes framed as applications of the "plain and ordinary meaning," but in substance amounting to unreasonable constructions untethered from the claim language and contradicted by the written description. And even if the Board were to adopt Patent Owner's strained interpretations, the prior art still discloses and renders obvious the challenged claims. Patent Owner also offers no evidence of secondary considerations, leaving the record devoid of any basis to overcome the strong showing of unpatentability.

II. CLAIM CONSTRUCTION

Patent Owner states that the challenged claims "have their plain and ordinary meaning and that no express claim constructions are necessary." (Patent Owner Response, Paper 35 ("Response"), 11.) But Patent Owner then spends more than 10 pages advancing constructions of "**placing the advertising material within web property content of the at least one website**" in limitation [f] of the independent claims, and its constituent terms "**web property content**" and "**website.**" Patent Owner states that "[t]o the extent this is considered an express construction, Patent Owner adopts it." (*Id.*, 12 n.4.) Patent Owner's proposed constructions find no

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support in the intrinsic record. And as explained in Part III *infra*, Patent Owner's constructions would not distinguish the prior art even if adopted.

A. "web property content"

Most of Patent Owner's arguments depend upon a construction of "**web property content**" as "a discrete user-accessible file on a website for which revenue is being sought." (Response, 14-15.) Patent Owner further asserts that web property content "cannot be... a webpage or website generally." (Response, 14-15.) As explained below, Patent Owner's construction should be rejected. To the extent any construction is warranted, the Board should construe this term as including content of a website, such as one or more webpages of the website. (EX1026, ¶¶6-7.)

There is no magic to the term web property content, and its meaning is clear from the written description:

Advertising on the internet is created by and through the media property and content on the web property. The web property is marketed to a target audience who visits the web property to view the content provided. Every time an individual visits the web property, he/she creates an impression.

('898, 4:30-34 (emphasis added).) This passage (the only place in the written description where "web property" appears) explains that a target audience "visits the web property" and thereby "creates an impression." This passage simply describes the familiar process that occurs when one visits a website. (*See, e.g.*, '898, 5:17-19 ("In particular, an impression is a visitor to the website through access to the World

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Wide Web that visits a screen of the media property.”) (emphasis added), 9:5-7.)

The term “**web property**,” therefore, includes a website.

A skilled artisan, as well as any layperson who had used the Web, would have further understood that the “content” of a website can include one or more webpages. (’898, 3:66-4:2 (“The WWW [World Wide Web] 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.**”) (emphasis added).) Accordingly, to the extent any construction is warranted, “**web property content**” should be understood as including content of a website, such as one or more webpages. (EX1026, ¶¶6-7.)

Patent Owner’s requirement of “a discrete user-accessible file” strays far from plain meaning and finds no support in the intrinsic record. The word “file” appears only once in the entire patent, in the unrelated context of storing a client identifier cookie on a client system. (’898, 3:31-34; EX1026, ¶8.) The words “discrete” and “user-accessible” appear nowhere in the patent.

In attempting to distinguish web property content from a webpage, Patent Owner puzzlingly states that “[c]ontent” is specified by 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.*” (Response, 14-15 (emphasis in original).) But a webpage is a clear example of content “placed on a website” that is “accessible to

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a user on the website.” (EX1026, ¶10.) Patent Owner's expert conceded as much. (EX1027, 19:25-20:9 (“Q. Right. And when a browser receives a web page, it actually receives an HTML file over the internet; correct? A. That's correct. Q. Okay. And that is a user-accessible file because the user can actually access it via their web browser; correct? A. Yes.”) (objection omitted), 20:17-19 (“Q. And is an HTML web page file, is that a discrete file? A. Yes.”).) Accordingly, as explained in Part III.B below, the prior art discloses web property content even under Patent Owner's construction.

Finally, there is no basis to include the final clause of Patent Owner's proposal, “for which revenue is being sought.” The claims already separately specify how a share of advertising revenue is collected and transmitted to the web property content owner. ('898, 11:8-11 (Limitation 1[k]); Petition, 47-51.) There is no basis to import revenue collection concepts into web property content.

B. “website”

Patent Owner also construes “**website**” as “describ[ing] 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).” (Response, 18.) It is not clear why Patent Owner proposes this construction, as both Patent Owner and its expert admit that the prior art discloses a “**website**” consistent with the patent and Patent Owner's construction. (Response, 18-19; EX2009, ¶¶69-

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70; EX1027, 31:21-32:2 (Patent Owner's expert agreeing that "the prior art cited by [Petitioner's expert] teaches a website under the definition that [he] provided.").)

A key aspect of Patent Owner's construction appears to be a deliberate (and erroneous) omission of a server from the definition. (Response, 19-20.) To the extent the Board chooses to construe "**website**," it should be construed in the context of the '898 patent as including a server and one or more webpages that may be provided by the server for display in a web browser. (EX1026, ¶¶13-15.)

Patent Owner's omission of a server from the construction relies on the colloquial, lay use of "website" (or "web site") as describing end-user-visible web content such as webpages displayed in a browser. But skilled artisans would have understood that a website in the context of the patent also includes a computer system (such as a web server on the Web) that provides web pages to client computers. (EX1026, ¶13.) This is confirmed by the '898 patent, which treats "Web site" as synonymous with a server computer system. ('898, 3:66-4:2 ("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**.")) (underlining added).) This is also consistent with contemporaneous technical dictionaries, including the one below expressly calling out Patent Owner's definition as technically inaccurate:

Web site 1. In common but technically inaccurate usage, a Web page. 2. In technically correct usage, one or more computers that are associated with a fully qualified domain name and make content available on the Web. See *fully qualified domain name (FQDN)*.

(EX1028, *Webster's New World Computer Dictionary* (2003), p.402.) The second definition above is more consistent with what “**website**” means to skilled artisans, than the one offered by Patent Owner. ('898, 3:66-4:2; EX1026, ¶13.)

Although purporting to advocate for a definition that omits a server, Patent Owner undermines its argument by conceding in its Response that “the scope of ‘website’ as used in the art can include, in some instances, the server that hosts the ‘website,’” and citing the portion of the '898 patent specification discussed above. (Response, 19-20 (citing '898, 3:66-4:4); EX2009, ¶72.) Patent Owner's expert further testified that while some people might associate a website with its displayable content and URL, “if you dig deeper, you find out there is a server somewhere, and basically, the server is simply serving up a file.” (EX1027, 33:24-34:2.) “And so the server that serves up the file is sometimes called the website because it's an actual physical location somewhere out in the internet.” (*Id.* at 34:3-6.)

Patent Owner next claims that a server cannot itself perform a number of functions such as “allow[ing] advertisements to be populated *on it*,” among other

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things. (Response, 20 (emphasis in original).) This argument misses the point; Petitioner has not argued that a website cannot include webpage content provided by a server – but a correct definition should not omit the server. As the '898 patent confirms, the server makes the website content accessible to users by sending one or more web pages (in the form of HTML documents) to user computers for display. ('898, 4:19-24.) A website cannot exist without the server or computer that provides its webpages. (EX1026, ¶15; EX1027, 36:8-20.) Accordingly, to the extent any construction is warranted, “**website**” should be understood in the context of the patent as including a server and one or more webpages that may be provided by the server for display in a web browser.

C. “placing the advertising material within web property content of the at least one website”

Most of Patent Owner's arguments about this broader phrase were addressed above.¹ The remaining aspect of Patent Owner's construction is its proposal to

¹ Patent Owner inaccurately states that it previously disclosed its understanding of this phrase in a brief filed in pending litigation. (Response, 16 (citing EX2005).) But that brief did not propose any claim constructions, and Patent Owner's current positions as to the meaning of “web property content,” “website,” and the broader “placing” phrase appear nowhere in that brief.

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construe “**placing**” as “inserting.” (Response, 12, 15.) The words “insert” or “inserting” appear nowhere in the patent.

It is unclear if Patent Owner intended any difference in meaning between these two terms. Petitioner probed this issue during the deposition of Patent Owner's expert; he suggested there may be a difference in meaning but could not articulate what it might be. (EX1027, 23:24-30:7.) He testified, in reference to this limitation, that “[n]one of that is really discussed in the patent, the details of how that's done. It's because it isn't important to the patent.” (EX1027, 27:14-16.) And he further admitted that the claim does not specify details regarding how advertising material needs to be placed within web property content. (*Id.*, 29:18-24.) This further confirms the lack of any intrinsic support for Patent Owner's construction.

III. THE PRIOR ART RENDERS THE CHALLENGED CLAIMS OBVIOUS.

Patent Owner's arguments are directed primarily at the independent claims (*i.e.* claims 1, 10, 19), and other than claim 8, Patent Owner does not direct arguments at the dependent claims. Petitioner will address these arguments below.

A. The Prior Art Renders Obvious Limitations [c] and [d].

Patent Owner first contends that the prior art does not disclose these limitations, which are directed to providing advertising buy options and obtaining a selection of one or more advertising buy options. Patent Owner focuses on language in limitation [d] reciting a “**selection**” of one or more advertising buy options that

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comprise “**a predetermined number of impressions of the advertising material.**”

(Response, 25-27.)²

Patent Owner's arguments are based on an interpretation of limitations [c] and [d] that would require a particular type of user interface in which (1) the client is presented with a listing of different possible numbers of impressions, and then (2) the client selects from that displayed listing. (Response, 23-24.) As one example, Patent Owner states that a system could provide “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.” (*Id.*) Based on this erroneous interpretation, Patent Owner argues that the “textual entry of a number by a client” as disclosed in Nicholas is insufficient because “[e]ntering a value is not selecting a displayed option.” (*Id.*, 25-26.) According to Patent Owner, “[n]or is entering a value in real-time selecting a predetermined option.” (*Id.*, 26.)

Patent Owner's arguments should be rejected because, once again, they seek to rewrite the claim language. The claim does not prescribe any particular user interface for providing advertising buy options to a client, or for receiving a selection

² Patent Owner summarizes, but does not dispute, Petitioner's mapping of Nicholas to the other aspect of these claim limitations relating to client selection of at least one website. (Response, 24-25; EX1026, ¶17 n.2.)

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of buy options from the client. For example, limitation [c] merely recites generating a webpage for “**providing, via a graphical user interface of the webpage, a plurality of advertising buy options for selection by a given client accessing said webpage.**” This language imposes no restrictions on the functionality of the claimed graphical user interface, let alone how “**advertising buy options**” must be visually presented via that user interface.

The Petition explained that limitation [c] is satisfied when ad selection node **140** in Nicholas generates one or more webpages having a graphical user interface that provides “**advertising buy options,**” including the desired time period, number of impressions, and websites for display of the advertisement. (Petition, 21-24, 27-28; EX1002, ¶¶102-104, 106-107; Nicholas, ¶¶0061-0062, Figs. 8-9.) Nothing in the claim language requires that advertising buy options be presented in any particular form, for example, as a selectable list.

Patent Owner's arguments focus primarily on limitation [d], which recites (in relevant part), “**obtaining... 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... a predetermined number of impressions.**” This limitation likewise does not limit the mechanism by which a selection of the predetermined number of impressions is obtained. It instead encompasses any “**input in the graphical user interface.**” Textual entry of a

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desired number of impressions as disclosed in Nicholas is “**an input**” that provides “**a selection of one or more of the advertising buy options,**” *i.e.*, a selection through the form in Figure 8 of a predetermined number of impressions that the advertiser chose for running its advertisement. (Petition, 27; EX1002, ¶109.)

The fact that Nicholas discloses the claimed “**selection**” is further supported by the fact that Nicholas does not even require that the advertiser select a predetermined number of impressions. In one embodiment, the advertiser can specify only the start and end time for the advertisement and can choose not to provide a desired number of impressions. (Nicholas, ¶0061 (“In one embodiment the user may specify only a start and end time during which an ad will be broadcast. In one embodiment the user may select both the number of impressions and the start and end times.”) (underlining added).) Under this embodiment, the number of impressions is not “**predetermined**” because the number of times the advertisement is presented is governed instead by the specified duration.

But when an advertiser affirmatively chooses to enter a desired number of impressions through the user interface in Nicholas – the scenario relied upon in the Petition – the advertiser has made a selection of advertising buy options that includes “**a predetermined number of impressions**” for the advertisement, as claimed. (Petition, 21-22, 27; EX1002, ¶¶102, 104, 109.) An advertiser who affirmatively chooses to enter “1,000” into the text entry box in Nicholas is no less making a

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“**selection**” of the advertising buy options that comprise a predetermined number of advertising impressions, than an advertiser who selects that same number from a displayed list. (EX1026, ¶¶23, 26.)

This is consistent with Nicholas, which expressly uses the word “select” to describe the advertiser’s entry of the number of desired advertising impressions. (Nicholas, ¶0061 (“In one embodiment the user may **select** both the number of impressions and the start and end times. In this embodiment, should the advertisement be served up to the number of impressions prior to the end time, it may automatically stop being served.”) (emphasis added).) Patent Owner’s expert admitted that Nicholas discloses making such a selection. (EX1027, 46:24-47:2 (“Q. So you would agree that Nicholas discloses that the user can select the number of impressions for the advertisement; correct? A. Yes.”).)³

Patent Owner attempts to distort the word “**predetermined**” in limitation [d]

³ Patent Owner also puzzlingly argues that, under its interpretation, the advertising buy options could include a list of websites “and a single number of impressions option (e.g. 10,000) that can be selected.” (Response, 23.) This position appears inconsistent with Patent Owner’s other arguments about the claimed selection, as it is unclear how advertisers can make a “selection” with respect to the number of impressions when they have no choice as to the number. (EX1026, ¶18 n.2.)

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by arguing that “entering a value in real-time [is not] selecting a predetermined option.” (Response, 26.) But the claim does not require display of or a selection from a “predetermined option.” The word “**predetermined**” appears only in limitation [d] reciting “**a selection of one or more of the advertising buy options,**” comprising “**a predetermined number of impressions...**” That occurs in Nicholas when an advertiser, through the graphical user interface in Figure 8, chooses to provide the specific number of impressions it wants for its advertisement. (Petition, 27; EX1002, ¶109; Nicholas, ¶0061.) Petitioner further explained that this selection was “**predetermined**” because the number was chosen by the advertiser before the advertiser provided it to ad selection node **140**, and Petitioner further noted that the predetermined number could have been based on a number of factors such as the relevance of the selected websites to the target audience. (Petition, 26; EX1002, ¶¶109, 106 (“For example, if an advertiser selects websites for its advertisement that are highly relevant to its desired target market, the advertiser may wish to increase the number of impressions.”); EX1016, ¶¶24, 26.)⁴

⁴ In a footnote, Patent Owner asserts that its interpretation reflects the ordinary meanings of the words “select” and “option,” citing to general dictionaries but providing no further explanation. (Petition, 23 n.7.) But these nontechnical definitions provide little if any useful guidance in interpreting limitations [c] and [d]

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This is consistent with the '898 written description, which does not contain any disclosures suggesting that “**predetermined**” in limitation [d] has anything to do with how the desired number of impressions is obtained from the advertiser. The only sentence in the written description that relates to this claim limitation merely states that a “media buy” is “input” to a server based on predetermined impressions – without specifying how the media buy was constructed or how the advertiser’s preference as to a specific number of desired impressions was obtained. ('898, 3:56-59 (“The advertising server **18c** is programmed to run the ads based on predetermined impressions, length of contract with the advertiser. This data is backed, i.e. this data is input to the server system **18** via a media buy block **32**.”) (emphasis added).) The word “**predetermined**” in limitation [d] simply refers to the specific number of impressions the advertiser had chosen for its advertisement. (EX1026, ¶25.)

Patent Owner argues that allowing the advertiser to enter the number of impressions would offer “little fundraising guarantees” for the web property content owner. (Response, 26.) But the claims say nothing about fundraising guarantees. It

to a skilled artisan, and in any case do not support Patent Owner’s interpretation. The cited dictionaries, for example, provide definitions that are not limited to closed-end selection from a set of presented options. (EX1026, ¶27.)

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is undisputed that the claimed “**client**” who provides the “**selection**” of a predetermined number of impressions corresponds to the *advertiser* who seeks to place its advertisement – not the *web property content owner* who (in limitation [k]) may receive revenue from advertising impressions on its website. (EX1027, 55:1-23.) Patent Owner's arguments about fundraising by the web property content owner are not relevant to these claim limitations,⁵ which place selection of a predetermined number of impressions squarely in the hands of the advertiser.

Finally, Patent Owner does not cite anything in the intrinsic record that would require that the client select from a list of displayed values. The patent does not, for example, disclose any exemplary screen displays or otherwise provide any details about the claimed user interface for obtaining a selection of a predetermined number of impressions. (EX1026, ¶29; EX1027, 37:7-38:16.) Patent Owner cites column 6, lines 16-23 of the patent (Response, 22), but this passage provides no details about any user interface for allowing the advertiser to select advertising buy options. Patent Owner's expert admitted as much in deposition. (EX1027, 40:5-9 (“Q. Going back to the end of Paragraph 78, you're referring to column 6, line 16 to 23. Does

⁵ In the district court litigation, in fact, Patent Owner argued that although other patents in the '898 patent family had claims directed to project funding, that was not the focus of the claims of the '898 patent. (EX2005, 000007 & 000007 n.2.)

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that passage describe how the user interface for presenting the advertising buy options should be designed? A. Oh, it doesn't give specifics of the design.”.) That passage merely states that a “sales team” for a *media property* (such as a website) can market advertising impressions. (’898, 5:17-25, 6:19-23.) That has nothing to do with how *an advertiser* selects the websites on which their advertisement will be placed and the advertiser’s desired number of impressions. (EX1026, ¶29.)

B. The Prior Art Renders Obvious Limitation [f].

Patent Owner next argues that the prior art does not disclose limitation [f], and most of its arguments rely on the erroneous proposed constructions of “**placing the advertising material within web property content of the at least one website,**” and the constituent terms, addressed in Part II above. (Response, 27-30.) Those constructions are incorrect as explained above.

Patent Owner’s arguments about limitation [f] also mischaracterize the analysis in the Petition by suggesting that, in applying the prior art, Petitioner limited the claimed “**at least one website**” to only content provider node **130** of Nicholas. (Response, 28.) Even if this accurately described Petitioner’s mapping of Nicholas (it does not), it would not distinguish the prior art because a website includes the server as explained in Part II.B. The Petition further explained that content provider node **130** “includes one or more servers **131**,” which “can provide ‘a consumer web site,’ which ‘can be a standard web site made up of HTML pages accessible on the

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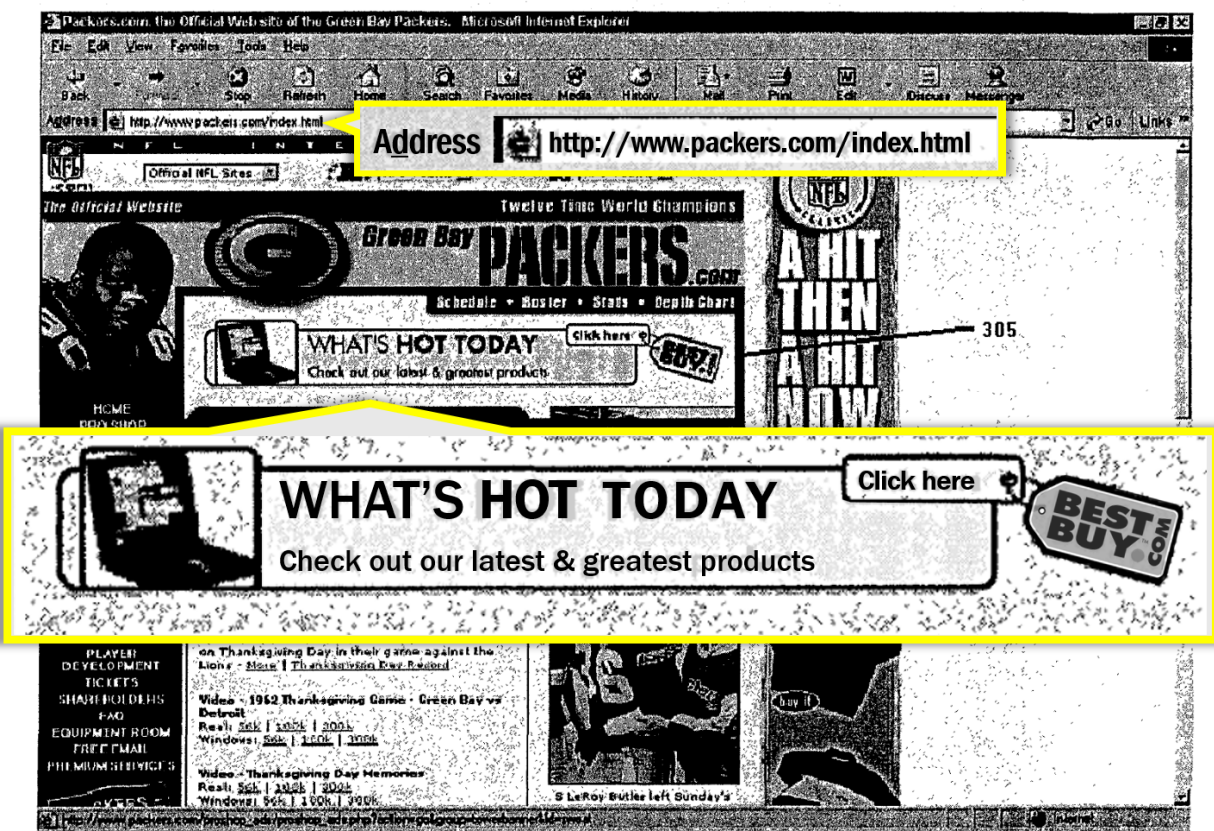
Internet,' by conventional web browsers.” (Petition, 10 (quoting Nicholas, ¶¶0045, 0106).) As noted in Part II.B, Patent Owner's expert conceded that Nicholas discloses a website under Patent Owner's definition. (EX1027, 30:19-32:1.)

In any event, Petitioner's analysis of limitation [f] did not limit the claimed website to only content provider node **130**. Petitioner pointed to content provider node **130** because it is responsible for providing HTML for a webpage of a website, including HTML that causes selection and placement of advertising material on that webpage. (Petition, 37-38 (quoting Nicholas, ¶¶0102-0103).) The Petition went on to explain that “[t]he advertising material will then be populated within the web property (e.g., banner advertisement location on the webpage) by being presented to the user when the website is displayed.” (Petition, 38 (emphasis added).) Petitioner then pointed to and reproduced Figure 3 from the Nicholas '297 provisional, explaining that it “shows an example website page populated with advertising material (305, an ad for Best Buy) within the site's web property content.” (Petition, 38; *see also* EX1013, 004:11-12 (“FIG. 3 [of Nicholas] illustrates one embodiment of an advertising being served into the consumer web site of the FIG. 2 advertisement.”) (cited in Petition, 39) (emphasis added); EX1002, ¶126.) The Petition thus mapped the claimed “**website**” not only to content provider node **130**, but to the webpage generated by content provider node **130** displayed to the website visitor, on which the advertisement is placed. (Petition, 38-39; EX1002, ¶126.)

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Patent Owner next argues, in reliance on its erroneous construction of “**web property content**” addressed in Part II.A above, that Figure 3 of the Nicholas provisional does not teach “an advertisement placed ‘within web property content of the at least one website’ as required by claim element [f].” (Response, 30.) But as explained in Part II, “**web property content**” includes a webpage, and Nicholas discloses an advertisement placed on and/or inserted into a webpage. (Petition, 37-39.) For example, Figure 3 of the Nicholas provisional plainly shows advertisement 305 placed within the content of a webpage of the Green Bay Packers website. (Petition, 39; EX1013, 0037 (Fig. 3).)

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(EX1013, 0037 (Nicholas Provisional, Fig. 3) (annotations added).) Figure 3 shows an “interaction between a consumer web site 300, and an ad request 305. Consumer web site 300 is a standard web site made up of HTML pages accessible on the Internet by web browsers such as those commercially available by Netscape, Microsoft, and Opera.” (EX1013, 0010, at 8:17-21; *see also* Nicholas, ¶0106 (same).) Nicholas thus discloses placement of advertising material “**within web property content of the at least one website.**”

But even if the Board were to adopt Patent Owner's erroneous construction of “**web property content**” (*i.e.*, “a discrete user-accessible file on a website for which revenue is being sought”), it would not distinguish the prior art. This is because a webpage in Nicholas includes a discrete HTML file accessible to a user. (EX1026, ¶35.) Patent Owner's expert agreed, as noted in Part II.B above. (EX1027, 19:18-20:19.) This is further supported by Figure 3 above, which shows a web browser displaying the “index.html” webpage file from the Green Bay Packers website accessed through the URL <http://www.packers.com/index.html>. (EX1013, 0037 (Fig. 3).)⁶ The webpage in Nicholas thus provides “a discrete user-accessible file on

⁶ The webpage in Nicholas Figure 3 is identified as “index.html” in the web browser address bar, which was widely recognized as the default filename for a home page of a website. (EX1026, ¶34 n.4; EX1027, 34:2-3.)

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a website,” and advertisement 305 is “inserted” into that webpage as shown. And finally, the webpage in Nicholas is also “for which revenue is being sought,” under Patent Owner’s erroneous construction, because the webpage displays the advertising material that generates impressions resulting in revenue for the website owner. (Petition, 41-42, 45-51; EX1002, ¶¶129, 144-146.)

Patent Owner also suggests that the Petition did not link the claimed “**the at least one website**” in limitation [f] to the “**at least one website**” selected in limitation [d]. (Response, 28-29.) But the Petition made clear that the at least one website selected for display in limitation [f] would have been based on the websites previously selected as part of the “**advertising buy options**” in limitation [d]. (Petition, 39-40; EX1002, ¶127.) As Petitioner explained in connection with both limitations [d] and [f], Nicholas discloses that the advertiser selects “the web sites or other network channels over which the advertisement may be displayed.” (Nicholas, ¶0062 (quoted in Petition, 23, 39) (emphasis added).)

C. The Prior Art Renders Obvious Limitations [g] and [h].

Patent Owner next argues that the prior art does not disclose limitations [g] and [h], and Patent Owner begins by referring back to its erroneous constructions of “**web property content**” and “**website**,” addressed in Part II, and its erroneous assumption that the Petition limited the claimed “**website**” to only content provider node 130, addressed in the preceding section above. (Response, 32.)

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Patent Owner next asserts that the Petition only cites to a “general teaching of impression tracking,” but does not show how tracking would be applied “on a content-specific basis.” (Response, 32.) It is not clear what Patent Owner means by “content-specific basis,” as these claim limitations make clear that the impressions being tracked are of “**the advertising material**” provided to website visitors. The Petition, quoting from multiple passages in Nicholas, demonstrated that the advertising impressions monitored were for impressions of the advertising material placed on a webpage of a website. (Response, 37-42; Nicholas, *e.g.*, ¶¶0061 (“A standard method for defining the quantity and/or duration of a network advertisement is to specify a number of impressions, or the number of times the advertisement will be delivered... In this embodiment, should the advertisement be served up to the number of impressions prior to the end time, it may automatically stop being served.”) (emphasis added), 0062, 0114, 0124).)

Patent Owner next attacks the combination of Nicholas with Error but makes no attempt to specifically address the analysis in the Petition. (Petition, 42-45; EX1002, ¶¶133-138.) Patent Owner appears to argue that the Nicholas-Error combination only tracks webpage impressions generally and not impressions of particular webpage content. (Response, 33.) But this again ignores the analysis in the Petition, which explained that, under the Nicholas-Error combination, the advertisement would have included the single-pixel tracking image of Error in the

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advertisement itself, which would have been used to determine that the advertisement impression itself was valid. (Response, 44-45; EX1002, ¶136.) The impression tracking in the proposed combination is thus tied specifically to advertising content displayed on the webpage.

Patent Owner next contends that the Petition did not explain how the Nicholas-Error combination would have improved content provider node **130**. (Response, 33.) This argument is misguided because it is ad selection node **140** – not content provider node **130** – that selects an advertisement for display, as explained in the Petition. (Petition, 39-40; EX1002, ¶¶125, 136.) Nevertheless, the Petition explained that the combination with Error “would have improved the system by ensuring that advertisers only pay for ads that are actually delivered to end users.” (Petition, 45 (emphasis in original).) Patent Owner does not address this or any of the other motivations to combine described in the Petition.

D. The Prior Art Renders Obvious Limitation [k].

Patent Owner's arguments about limitation [k] attempt to rewrite the claim language, which merely recites “**a number**” of valid impressions, “to require a *plural number of impressions*[.]” (Response, 35 (emphasis in original).) But the claim only requires “a number” of valid impressions, and one (1) is obviously “a number.” (EX1002, ¶156.) Limitation [k] thus encompasses one, or more than one, valid impression. (EX1026, ¶41.)

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Had the patentee intended to require a plurality of valid impressions, it would have said so in limitation [k], as evidenced by the use of “plurality” in a number of other contexts in the patent. For example, limitation [c] recites “a plurality of buy options,” and the word “plurality” appears numerous times in the written description to refer to “a plurality of advertising buys,” a “plurality of advertisers,” and a “plurality of client systems.” (’898, Abstract, 3:34-38.) The fact that patentee knew how to specify a “plurality” of items, but chose not to do so in limitation [k], provides compelling evidence that Patent Owner’s argument is incorrect.

And even if limitation [k] were interpreted to require a plurality of valid impressions, the Petition explained that it would have been obvious to perform the collection step “after a larger number of valid impressions had completed, such as after each group of 1,000 advertising impressions or after all advertising impressions were delivered.” (Petition, 49.) Patent Owner states that this would have been incompatible with Mayadas because “its payment-per-ad-service is an important feature to reduce risk.” (Response, 36.) Patent Owner relies on Paragraph 38 of Mayadas for this argument, which discusses placing funds in an escrow account to allow an advertiser to recover unused funds if the advertisement campaign is not going as planned. (Mayadas, ¶0038.) But this feature has nothing to do with the proposed modification to the frequency of collection. The escrow in Mayadas reduces risk by preventing the advertiser’s funds from being transferred to publishers

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before advertisements have run. That protection exists regardless of whether revenue is deducted from the escrow after each impression or after a larger block of impressions (*e.g.* after each 1,000 impressions). If anything, collecting revenue from the escrow less frequently increases the likelihood that the advertiser can recover funds if something goes wrong, because a larger balance will likely remain in escrow due to the reduced collection frequency. (EX1026, ¶43.)

Patent Owner also does not meaningfully address Petitioner's showing that, in light of the well-known CPM (cost-per-thousand ("mille")) model disclosed in Nicholas, it would have been obvious to collect revenue after 1,000 impressions. (Petition, 49-51; EX1002, ¶¶147-149.) The '898 patent itself confirms that CPM pricing was known. ('898, 6:16-18.) CPM is not simply a pricing framework; it defines a commercial unit in the delivery of Internet advertising impressions, thus making it obvious for collection of revenue to occur upon delivery of 1,000 ads. (EX1002, ¶¶147-149; EX1026, ¶43.) It would also have been obvious to collect revenue after all impressions were delivered, as explained in the Petition. (Petition, 50-51 (citing EX1002, ¶¶148-149).) Patent Owner does not address any of the arguments or motivations to combine set forth in the Petition.

E. The Prior Art Renders Obvious Claim 8.

Patent Owner next attacks the combination of Nicholas and Yasnovsky for dependent claim 8 by referring back to its arguments about limitation [d] addressed

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above, which relate to whether Nicholas discloses selection of advertising buy options comprising a “**predetermined number of impressions.**” (Response, 37-38.) But Patent Owner's arguments about limitation [d] are incorrect as discussed.

Patent Owner also provides a single sentence saying that Yasnovsky “teaches only editing a campaign budget, not impressions, let alone seeking an increase of impressions offered to an advertiser.” (Response, 38.) But Petitioner fully addressed this issue in the Petition and explained why it presented no obstacle to a finding of obviousness. (Petition, 65; EX1002, ¶178.) Patent Owner does not address any of the analysis in the Petition on this issue.

IV. CONCLUSION

The Board should find the claims unpatentable.

Dated: February 2, 2026

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE WITH WORD COUNT

I hereby certify, pursuant to 37 C.F.R. § 42.24(d), that the attached **PETITIONER'S REPLY IN SUPPORT OF PETITION FOR *INTER PARTES* REVIEW** contains 5,527 words according to the word-processing system used to prepare this paper.

Dated: February 2, 2026

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CERTIFICATE OF SERVICE

I hereby certify, pursuant to 37 C.F.R. § 42.6(e), that a complete copy of the attached **PETITIONER'S REPLY IN SUPPORT OF PETITION FOR *INTER PARTES* REVIEW** and related documents were served on February 2, 2026, upon the parties via electronic mail:

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