

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Axon Enterprise, Inc., Dedrone Holdings, Inc., and Skydio, Inc.

Petitioners,

v.

Airspace Defense, Inc.

Patent Owner

Case No. IPR2025-00530

U.S. Patent No. 10,249,199

PATENT OWNER REPLY TO
PETITIONERS' SUBMISSION RE:
THE BOARD'S AUGUST 27, 2026 ORDER

Per the Board’s August 27, 2026 Order (Paper 42), Patent Owner (“PO”) submits this Response to Petitioners’ § 112 claim charts (Paper 43). As shown below, Whitmarsh-Provisional (EX1006) does not provide written description support for limitations [19e] and [19f] of claim 19 of U.S. 2019/0003807 (EX1005) (“Whitmarsh”). Therefore, neither qualifies as prior art under *Dental Monitoring SAS v. Align Tech.*, 2026 WL 2291181 (Fed. Cir. Aug. 10, 2026).

[19e] recites “developing a countermeasure *based on the identity* of the” UAV. Paper 43 at 14.¹ According to Petitioners, this is satisfied by “determining that” a UAV is “a threat” when the UAV’s “MAC address is not registered with a registry” and thereafter issuing a countermeasure” that is developed based on “a series of processes [that] occurs to determine a rule of engagement and engagement response—which includes various countermeasures.” *Id.* This argument is self-defeating; the “series of processes” in Whitmarsh-Provisional do not use the MAC address in developing an engagement response, i.e., a countermeasure. Instead, as Petitioner’s themselves state, the MAC address (i.e., the alleged identity of the UAV) is used *solely* to determine whether the UAV “is [to be] considered a threat.” *Id.*; see EX1006 ¶¶16-18. The MAC address has nothing to do with which countermeasure is developed. Rather, per Petitioners’ own characterization, Whitmarsh-Provisional *bases* the developed countermeasure on the rules for engagement and the UAV’s

¹ Paper 43 generally lacks page numbers. Cited page number is that of the PDF.

actions – not on its MAC address. *See* EX1006, ¶9 (“specific countermeasures applied to each zone”), ¶10 (“engagement responses” based on “rule[s] of engagement” and “behavior of the hostile drone”), ¶11 (“type of countermeasure” “determine[d]” by “response engagement”), at p. 22 (“[d]ifferent type of countermeasures will be deploy[ed] according to the rule of engagement”), at p. 23 (noting “MAC addresses” are used to “ID all the Drones” whereas “rules of engagement” are used to “create[] a countermeasure.”). Thus, in Whitmarsh-Provisional, countermeasures are not developed based on the UAV’s MAC address or identity. By contrast, the non-provisional Whitmarsh expressly teaches selecting countermeasures based on the UAV’s identity. EX1005 ¶¶4-7, 17, 22, FIG. 4.

[19f] recites “transmitting the developed countermeasure to” a UAV and the UAV “subsequently operating in accordance with the developed countermeasure.” Paper 43 at 18. Petitioners allege that the “Commandeer” and “Drone Destruct” countermeasures entail *transmitting* the countermeasure to the UAV. This is incorrect. Indeed, Whitmarsh-Provisional does not state anywhere that executing either of the above-identified countermeasures involves *transmitting* the countermeasure to the UAV. *See* EX1006 ¶¶ 6, 11. By contrast, Whitmarsh expressly describes transmitting countermeasures to the UAV. EX1005 ¶17 (“countermeasure(s) ... may cause the UAV defense system 10 to actually commandeer the detected UAV (s) 14 by *transmitting* ... the appropriate instructions

to the detected UAV”); *see also id.* ¶¶24, 55, 61.

Moreover, transmitting the countermeasure or the associated instructions is not inherent or essential to these two countermeasures. To commandeer a UAV, the UAVs communications can simply be jammed or its GPS signals can be spoofed, causing the UAV’s fail-safe mechanism to force the UAV to return “back to the sender” or to land before it reaches and thus “away from the protected area.” EX1006 ¶¶6, 11. Similarly, the UAV’s sensors can be spoofed, tricking the UAV into believing that it is falling or continually off-course, causing the UAV’s power supply system to overload, further causing the UAV to self-destruct. *See id.* ¶11. None of this requires or involves transmitting a selected countermeasure to the UAV.² That transmitting the countermeasure to a UAV may have been an obvious alternate implementation does not satisfy written description requirement.

Because Whitmarsh-Provisional does not provide written description support for at least [19e] and [19f], neither Whitmarsh nor the Whitmarsh-Provisional qualifies as prior art under *Dental Monitoring*.

² Notably, Petitioners’ argument that Whitmarsh-Provisional’s Commandeering and/or Drone Destruct necessarily entail transmitting the countermeasure to the UAV contradicts their argument disputing that the ’199 Patents’ disclosure of a remotely generated dynamic aerial system identifier—used by the UAV in flight—necessarily entails transmission of the identifier by the remote computing system and reception thereof by the discrimination system. Paper No. 36 at 1-2; Paper 32 at 2.

Dated: September 10, 2026

Respectfully submitted,

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Certificate of Service

The undersigned certifies that pursuant to 37 C.F.R. § 42.6(e), a copy of the foregoing Patent Owner Response was served via email on September 10, 2026 (per counsel's consent) to lead and backup counsel of record for Petitioners as follows:

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