

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

META PLATFORMS, INC.,
Petitioner,

v.

MULLEN INDUSTRIES LLC,
Patent Owner.

Case No. IPR2025-00703
U.S. Patent No. 11,033,821

PATENT OWNER'S PRELIMINARY SUR-REPLY

TABLE OF EXHIBITS

Exhibit	Description
2001	Dictionary definition of “Playing field” – Merriam-Websters Collegiate Dictionary. 10 th Ed., 2001
2002	Dictionary definition of “playing field” – The Chambers Dictionary, 2003
2003	Dictionary definition of “playfield” – Dictionary of Architecture & Construction, 2000
2004	Dictionary definition of “playfield” – Webster’s Third New International Dictionary of the English Language Unabridged, 2002
2005	<i>Reserved</i>
2006	<i>Reserved</i>
2007	<i>Reserved</i>
2008	<i>Reserved</i>
2009	<i>Reserved</i>
2010	<i>Reserved</i>
2011	<i>Reserved</i>
2012	Dictionary definition of “force majeure” – Merriam-Webster Dictionary,

	https://www.merriam-webster.com/dictionary/force%20majeure
2013	<i>Reserved</i>
2014	<i>Reserved</i>

Patent Owner's ("PO") construction of "physical playfield" is correct because it is consistently supported by the intrinsic and extrinsic evidence, and common sense. Petitioner's arguments to the contrary are unpersuasive, as explained below.

I. A "PHYSICAL PLAYFIELD" IS "A BOUNDED PHYSICAL PLAY SPACE"; THERE ARE NO "UNBOUNDED" EMBODIMENTS, WHICH WOULD BE NONSENSICAL

Contrary to Petitioner's arguments, PO's construction does not exclude embodiments of a physical playfield. Petitioner alleges that the specification teaches examples of an "unbounded" "playfield" in the specification, but a closer inspection reveals that every example supports PO's construction. Reply, 1. The specification does not teach that a "physical playfield" can be "the world" in its entirety. Rather, the Reply's own citations disprove its point, because they *contrast* a "playfield" from "the world." "[T]he location of controller 1351 may be determined on a pre-defined, or user-defined, ***playfield or in the world.***" Ex. 1001, 19:42-44. Similarly, "flow chart 200 may be utilized in a location-based game where the location of a user on a defined ***physical playfield, or*** that user's latitude/longitude information ***in the world,*** is utilized as a control signal to a location-based game." Ex. 1001, 8:8-12. The specification explains the key difference between the embodiments: their methods of tracking user location. The locating features of the "location-based game" of the patent can operate either (1) using a "physical playfield," which is bounded, and defined, and allows optional use of, for example, a "Local Positioning System"

wherein movement is tracked with respect to the physical playfield, or a GPS system based on global tracking (Ex. 1001, 6:7-7:20, Fig. 1), **or** (2) in the world generally, **not** on a playfield, which has fewer setup requirements, for example that it “may operate without the need to set an origin,” (Ex. 1001, 8:40-45), but in which location can **only** be tracked using GPS, as there are no boundaries of a playfield to refer to. Indeed, as the Reply acknowledges, the unbounded world embodiment (**not** a “physical playfield”) may use alternative methods *instead of* boundaries on a play space for user safety, such as a visible or semi-visible environment. *Id.*; Reply, 2.

Put simply, the patent does **not** say that the entire world is a “physical playfield,” which would be nonsensical, and in fact distinguishes the two. It would indeed render the term meaningless to equate it with the entire world; a user would always be on, and never off, the playfield.¹ The claims specifically claim a physical playfield, not the unbounded world. *SIMO Holdings Inc. v. Hong Kong uCloudlink Network Tech. Ltd.*, 983 F.3d 1367, 1379-80 (Fed. Cir. 2021) (construction does not

¹ It is well-understood, common sense that a “playfield” has boundaries defining whether one is on, or off, the playfield. As the iconic Hank Aaron said, “My motto was always to keep swinging. Whether I was in a slump or feeling badly or having troubles off the field, the only thing to do was keep swinging.” This wisdom leverages a playfield’s boundaries, to apply on-field lessons to life off of the field.

“contradict the specification” by “leav[ing] out some alternative embodiments”).

Petitioner’s other arguments are similarly unavailing. A “backyard,” “park,” and “city” are all bounded areas and thus support PO’s construction. An “open area” likewise refers to a bounded “clear area,” *i.e.*, without obstructions. Ex. 1001, 9:4-11. The specification also uses quotations to refer to a “perimeterless” game of pong; but even then it has boundaries, albeit larger ones (“1,000 feet” wide) to “provide [] a large amount of exercise to a user.” *Id.*, 13:57-63. Pong, like tennis, indeed requires boundaries for the game to function. *See* Ex. 2004. Moreover, a truly “perimeterless” play space would not be a “playfield” as claimed but rather the unbounded world.

Petitioner’s additional arguments in Section II of its Reply are inapposite. The POPR did not argue that each example described by the patent is required by the challenged claims; however, all of the specification’s examples do show the specification’s consistent usage of the term “physical playfield” to mean a bounded play space, which is common sense and how a POSITA would interpret the term.

II. THE EXTRINSIC EVIDENCE IS RELEVANT

Petitioner argues nonsensically that because the boundaries of the play space need not be hard rails, the dictionary definitions do not apply. However, like the challenged patent, the dictionaries describe bounded physical play spaces, including fields for football and tennis as referred to in Ex. 2004, without hard physical boundaries like rails, confirming a POSITA’s understanding of “physical playfield.”

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Respectfully submitted,

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CERTIFICATE OF SERVICE

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