

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

CISCO SYSTEMS, INC.
Petitioner

v.

DYNAMIC MESH NETWORKS, INC.
D/B/A MESHDYNAMICS
Patent Owner

Case No. IPR2026-00127
U.S. Patent No. 8,477,762

PETITIONER'S CORRECTED OPPOSITION TO
PATENT OWNER'S REQUEST FOR DISCRETIONARY DENIAL

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PETITIONER’S EXHIBIT LIST

Exhibit No.	DESCRIPTION
1001	U.S. Patent No. 8,477,762 (“’762 Patent”)
1002	Declaration of Dr. Christopher Hansen
1003	U.S. Patent Publication No. 2005/0138119 to <i>Saridakis</i> (“Saridakis”)
1004	U.S. Patent Publication No. 2008/0098121 to <i>Wu</i> (“Wu”)
1005	U.S. Patent Publication No. 2007/0140239 to <i>Bauer</i> et al. (“Bauer”)
1006	U.S. Patent Publication No. 2006/0126611 to <i>Kelly</i> et al. (“Kelly”)
1007	File History of U.S. Patent No. 8,477,762
1008	File History of U.S. Patent No. 7,583,648
1009	U.S. Patent Publication No. 2008/0198873 to <i>Huang</i> et al. (“Huang”)
1010	U.S. Patent No. 7,120,136 to <i>Upp</i> et al. (“Upp”)
1011	U.S. Patent Publication No. 2011/0199953 to <i>Seok</i> (“Seok”)
1012	U.S. Patent No. 7,454,171 to <i>Palin</i> et al. (“Palin”)
1013	U.S. Patent Publication No. 2006/0143304 to <i>Bodlaender</i> et al. (“Bodlaender”)
1014	Curriculum Vitae of Dr. Christopher Hansen
1015	<i>Sotera</i> Stipulation
1016	FCMS E.D. Tex. Case Management Statistics
1017	Transaction History of U.S. 7,420,952
1018	Transaction History of U.S. 8,520,691
1019	Transaction History of U.S. 8,477,762
1020	Disclaimer of U.S. 11,368,537 Under 37 CFR 1.321(a), filed on behalf of Dynamic Mesh Networks, Inc. on December 12, 2025
1021	U.S. Patent No. 8,514,852
1022	U.S. Patent No. 7,420,952
1023	U.S. Patent No. 8,520,691
1024	U.S. Patent No. 7,894,385
1025	Complaint, <i>Dynamic Mesh Networks, Inc. d/b/a MeshDynamics v. Cisco Systems, Inc.</i> , No. 2:25-cv-00781, Dkt. No. 1 (E.D. Tex. August 12, 2025)
1026	InfoWorld, Issue 47, pp. 13-16 “Cisco Gets Hip to Mesh, Large WLANs” (Nov. 21, 2005)

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Exhibit No.	DESCRIPTION
1027	File History of U.S. Patent No. 7,420,952
1028	File History of U.S. Patent No. 8,520,691

I. INTRODUCTION

Petitioner Cisco respectfully requests institution of this IPR. The balance of discretionary considerations weighs firmly in Petitioner’s favor: (1) the Examiner’s material error during prosecution; (2) Dynamic Mesh’s (“DM”) failure to show any efforts to commercialize the challenged patent—U.S. Patent No. 8,477,762 (“’762 patent”)—for almost a decade after issuance; (3) the lack of effort expended in the district court litigation, which is still in early stages; and (4) the strength of the Petition all favor institution. Conversely, none of the factors DM relies on tips the balance in favor of discretionary denial.

First, the ’762 patent would not have issued but for material examiner error. The Examiner confined the search to the specific terminology used in the claims and applied unduly narrow parameters, yielding limited results. *See* EX1007, 70–76, 102. Such constrained search methodology excluded prior art describing the very technological concepts recited in the claims—including the references presented for the first time in this IPR. That constituted material examination error, and correcting it is an efficient and appropriate use of the Office’s resources. *See infra* Section II.

Second, Cisco—not DM—has stronger settled expectations with respect to the ’762 patent. Aside from noting that the ’762 patent’s predecessor application appeared in a presentation in 2009, DM offers no evidence that the ’762 patent was ever licensed, commercialized, or used before 2022. Further, DM has shown a

pattern of neglect to the '762 patent and several other patents it asserted against Cisco in the district court litigation: DM failed to pay the maintenance fees on the '762 patent, U.S. Patent No. 7,420,952 ("952 patent"), and U.S. Patent No. 8,520,691 ("691 patent"), allowing them to lapse; and DM has failed to provide any evidence of exploitation of the asserted patents.

Indeed, most recently, DM demonstrated its indifference to one of the asserted patents, U.S. Patent No. 11,368,537 ("537 patent"): DM filed a statutory disclaimer for the '537 patent and sought to terminate that co-pending IPR proceeding (IPR2025-01303). That immediate capitulation—without even attempting to defend the '537 patent—reflects DM's lack of confidence in its patents and undercuts any "strong settled expectations" of validity. *See infra* Section III.

Third, the *Fintiv* factors favor institution. The district court proceedings remain at an early stage. Cisco filed the instant Petition just over five months after receiving an original (now-dismissed) complaint, and ***less than three months*** after receiving DM's refiled complaint. Cisco has provided a *Sotera* stipulation to reduce risk of issue overlap. The Petition's merits are strong, and DM's counterarguments do not identify any specific gap in the Petition's grounds. *See infra* Section IV.

II. THE '762 PATENT WOULD NOT HAVE ISSUED BUT FOR EXAMINER'S MATERIAL ERROR

The '762 patent issued only because the Examiner failed to conduct a search reasonably calculated to uncover prior art directed to the substance of the claimed technology. Instead of searching for the underlying technological concepts reflected in the claims, the Examiner relied on rigid, claim-term-driven search strings. That approach predictably produced narrower results and excluded a substantial body of relevant prior art—including the very references now presented in this IPR. This was material examination error.

The prosecution history demonstrates that the Examiner's search methodology was anchored to specific claim language rather than to the broader concepts those claim terms represent. Nearly all of the documented search strings required particular technical jargon or abbreviations and further required those terms to appear in close proximity to other claim-specific language.

For example, the Examiner repeatedly required terms such as "VoIP" or "SIP," often in proximity to phrases like "isolated cluster" or "local registry." *See* EX1007, 70–76 ("VoIP near5 (isolated near2 cluster)"; "(VoIP near2 node) and ((local or integrated) near3 (SIP near2 registr\$7))"; "((local or integrated) near3 (SIP near2 registr\$7))"), 102. These restrictive proximity requirements substantially limited the search universe, yielding low hit counts and excluding prior art that

disclosed the same architectural concepts using different terminology or structural descriptions.

Although the Examiner occasionally introduced potential synonyms to claim terms, those efforts were effectively nullified by simultaneously requiring the original claim terms within the same query. As explained in the Petition, for example, Saridakis and Wu describe the claimed “nodes” using similar but different terminology—such as “peers” within a “peer-to-peer” or “P2P” network. Paper 2 (“Pet.”), 9–13. Yet when the Examiner incorporated terms like “peer” or “peer-to-peer” into certain queries, the search strings also required the presence of “node”—the very claim term at issue—within close proximity. *See* EX1007, 71 (“VoIP with (peer near3 node)”; “(peer-to-peer) same (VoIP near2 node)”). Because “peer” and “node” describe overlapping concepts in distributed network architectures, requiring both terms to appear together defeated the purpose of including synonyms. In practical effect, the search reverted to claim-term matching rather than concept-based searching.

The same flaw appears in the treatment of ad hoc networks. Saridakis confirms that ad hoc networking was highly relevant prior art. EX1003, [0014]. Yet the Examiner required “ad-hoc” to appear in close proximity to claim-specific jargon such as “VoIP.” *See* EX1007, 72 (“ad-hoc near3 VoIP”). This again tethered the search to the literal claim terminology rather than to the underlying networking

concepts, inadvertently excluding art that disclosed relevant ad hoc networks without using the same terms.

In sum, the prosecution record reflects no competent search reasonably directed to identifying prior art disclosing the technological concepts recited in the claims. The Examiner's constrained, claim term driven methodology constituted material examination error, and that error directly led to allowance of the '762 patent. For these reasons, the Director is respectfully requested to refer the Petition for merits review so that the Examiner's material error can be corrected.

III. THE PARTIES' SETTLED EXPECTATIONS WEIGH IN FAVOR OF INSTITUTION

Contrary to DM's assertions, Cisco—not DM—possesses the stronger settled expectations relevant to the Director's discretionary analysis. For nearly a decade after issuance, the '762 patent—like DM's other patents—remained effectively dormant. From issuance until its appearance on a list of patents in a 2022 letter to Cisco, there is no evidence of meaningful enforcement, commercialization, or licensing activity. That prolonged inaction created strong settled expectations of non-enforcement for Cisco.

A. Cisco Had Reasonable Expectations Of Non-Enforcement.

1. DM Neglected the '762 Patent Throughout Its Life.

The prosecution history reflects not active stewardship, but neglect. Most notably, DM failed to pay the 7.5-year maintenance fee for the '762 patent, allowing

it to lapse for months before petitioning to revive it. EX1019, 1–2. A patent owner that genuinely values and intends to enforce its rights does not allow its patent to expire through nonpayment. *See Ford Motor Co. v. Autoconnect Holdings LLC*, IPR2025-01342, Paper 10, 3 (Dir. Dec. 5, 2025) (“***Patent Owner’s own actions, or lack thereof, cut against any settled expectations*** that Patent Owner had developed as to at least one of the challenged patents. By ***failing to timely pay maintenance fees***, Patent Owner itself allowed at least one of the challenged patents to lapse.”).

Nor is there evidence that DM commercialized or licensed the ’762 patent. Aside from listing a predecessor application in a slide deck allegedly presented to Cisco in 2009, DM has produced no evidence of any commercialization activity tied to the subject matter of the ’762 patent until 2022. DM asserts that it “continued to commercialize its mesh networks for years.” Paper 7 (“DD Br.”), 7. But that formulation is telling: it avoids claiming commercialization of the inventions ***recited in the ’762 patent***—or in any of the other asserted patents.

Even if DM had alleged commercialization of the ’762 patent, that attorney argument carries little weight because DM provided no supporting evidence. The only evidence offered is a similarly vague statement that “MeshDynamics remained active in the market for several years after the meeting with Cisco in 2009 and continued to commercialize its mesh networking technology.” EX2003, ¶5. That

generalized assertion does not tie any product, system, or revenue to the claims of the '762 patent, and should be rejected.

Meanwhile, throughout the entire life of the '762 patent, Cisco continued to develop, market, and refine the products that DM now accuses of infringement. As the years passed without enforcement activity, Cisco's settled expectations of non-enforcement only strengthened.

2. DM Exhibited a Broader Pattern of Patent Neglect.

DM's neglect of the '762 patent was not an isolated occurrence. It reflects a broader pattern of DM's indifference toward preserving and enforcing its patent rights—including patents asserted in the parallel district court litigation. For example, DM let the '952 patent lapse for a year for failure to pay the 11.5-year maintenance fee. EX1027, 315–319; EX1017, 1–2. DM then waited nearly two years after that maintenance fee was due before petitioning to revive that patent. EX1027, 315–319; EX1017, 2. Similarly, the '691 patent lapsed on October 4, 2021 after the 7.5-year maintenance fee went unpaid. EX1028, 209–215; EX1018, 2. Despite multiple notifications of the lapse, DM did not seek revival until nearly a year after expiration. EX1028, 209–215; EX1018, 2. These repeated lapses—across multiple asserted patents—reinforce that Cisco reasonably understood DM's patents to be dormant assets, not actively enforced rights.

3. DM’s Disclaimer of Its Own Patent Undermines Its “Settled Expectations” Argument.

DM’s recent conduct further undermines its credibility regarding supposed settled expectations. In IPR2025-01303, DM disclaimed the entire term of the ’537 patent—another patent it had asserted against Cisco.¹ IPR2025-01303, Paper 7, 10; EX1020 (Statutory Disclaimer for the ’537 patent). DM contends the disclaimer was intended to “streamline” the district court proceedings. DD Br., 10 n.3. But DM had already agreed to dismiss the ’537 patent from the litigation with prejudice. DD Br., 10 n.3. DM does not explain how disclaiming an already-withdrawn patent streamlined anything.

Notably, DM’s disclaimer came mere weeks after alleging that it had “strong settled expectations” for the ’537 patent. IPR2025-01303, Paper 8, 5–10. The abrupt abandonment of the ’537 patent demonstrates that DM’s invocation of “settled expectations” is rhetorical rather than substantive. If DM itself can casually discard an asserted patent when convenient, its claimed convictions about patent strength and reliance deserve little weight.

4. DM Provided No Meaningful Notice That Would Disrupt Cisco’s Expectations.

Neither of DM’s alleged “notices” weakens Cisco’s settled expectation of

¹ Cisco further notes that DM gave up the ’537 patent even before the parties meaningfully proceeded into discovery in the parallel district court litigation.

non-enforcement. With respect to the 2009 meeting, DM does not claim that it informed Cisco that the '762 patent potentially covered any Cisco product. *See* DD Br., 5–7. Yet the “Accused Products” identified by DM in a co-pending district court action (in which the '762 patent is not asserted) include products—such as the Aironet 1500 series—that were commercially available years before that meeting. EX1025 (Complaint defining “Accused Products” as including “Aironet 1500” series access points); EX1026 (Aironet 1500 series launch in 2005). Moreover, those products do not relate to the VoIP/SIP technology disclosed in the '762 patent.

The only mention of the '762 patent in DM’s 2022 letter to Cisco was as one of nineteen patents listed in an attachment. *See* DD Br., 7–8; EX2004, 1, Exhibit A. Even if the letter had alleged infringement of the '762 patent—which it did not—notice would have accrued only three years ago, which does not create settled expectations. *See Padagis US LLC v. Neurelis, Inc.*, IPR2025-00464, Paper 9, 4; Paper 12, 3 (Dir. July 16, 2025) (finding concerns of material error weighed in favor of institution, despite Patent Owner’s allegation that Petitioner “almost certainly has known of the patent for years.”).

* * *

In sum, for nearly ten years, the '762 patent laid dormant. DM allowed it to lapse. It failed to commercialize or license it. It provided no meaningful notice of enforcement. And it exhibited the same neglect with respect to other asserted

patents—while even disclaiming one outright after invoking “strong settled expectations.” DM’s own conduct created powerful settled expectations that the ’762 patent—and its related portfolio—would not be enforced. The Petition’s invalidity challenges therefore warrant review on the merits.

IV. THE FINTIV FACTORS FAVOR INSTITUTION

The six *Fintiv* factors together favor institution. The district court proceeding remains in its early stages; the expected Final Written Decision (“FWD”) of this IPR will issue in close proximity to any district court trial; Cisco acted diligently; and the Petition presents strong merits while mitigating overlap through a *Sotera* stipulation.

A. Fintiv Factor 1 Is Neutral: There Has Been No Motion to Stay Requested

Factor 1 is neutral. No stay has been requested in the district court litigation. The absence of a stay motion reflects only that the case remains in its infancy—not that a stay would be denied. The Board has consistently held that where no stay has been sought or ordered, Factor 1 does not weigh for or against institution. *See Apple Inc. v. Fintiv, Inc.*, IPR2020-00019, Paper 15, 12 (PTAB May 13, 2020) (finding that *Fintiv* factor 1 “does not weigh for or against discretionary denial” where neither party had requested a stay of the district court case); *Sand Rev’n II LLC v. Cont’l Intermodal Grp. – Trucking LLC*, IPR2019-01393, Paper 24, 7 (PTAB June 16, 2020) (finding *Fintiv* factor 1 neutral where “no stay [had] been requested or ordered

in the related district court litigation.”). The same result is warranted here.

B. Fintiv Factor 2 Is Neutral: The Final Written Decision Will Likely Issue In Close Proximity to a Trial in E.D. Tex.

Factor 2 is neutral. The FWD in this proceeding is expected in November 2027. The E.D. Tex. Court has currently set trial to begin on March 15, 2027. However, the latest judicial statistics show that the median time-to-trial in E.D. Tex. is 24.5 months. EX1016. Applying that median to the filing date yields an expected trial date in late September 2027—merely two months before the anticipated FWD. Thus, based on objective statistics, the FWD is reasonably expected to issue in close proximity to the district court trial.

DM confidently predicts that the March 2027 trial date “will *not* change,” and that the median time-to-trial statistics for E.D. Tex. should be ignored. DD Br., 14 (emphasis in original). But district courts retain full control over their dockets and routinely adjust schedules. The fact that the court selected a March 2027 date instead of February 2027 does not render the schedule immovable. In light of both the early procedural posture and the relevant statistics, Factor 2 is at most neutral.

C. Fintiv Factor 3 Strongly Favors Institution: The Parties And Court Have Minimal Investment In The Parallel Proceedings And Cisco Filed Expeditiously

Fintiv Factor 3 strongly favors institution. The E.D. Tex. case is in the early stages, and Cisco filed this Petition promptly after DM’s complaint in the pending

litigation.

As described above, neither the parties nor the courts have made any meaningful investment in the parallel E.D. Tex. cases. As of this filing, discovery has just begun and no depositions have been noticed or taken. The court has not addressed any substantive issues related to the patents-in-suit. In fact, the Markman hearing is set for September 29, 2026, well after this case's institution decision is due on June 1, 2026. 35 U.S.C. § 314(b). Where investment in parallel litigation is minimal, as here, the Office has regularly declined discretionary denial. *See Cambridge Indus. USA, Inc. v. Applied Optoelectronics, Inc.*, IPR2025-00434, Paper 11, 2 (Dir. June 26, 2025) (referring decision to Board where no trial date was set and Markman was vacated); *Apple Inc. v. Fintiv, Inc.*, IPR2020-00019, Paper 11, 10 (PTAB Mar. 20, 2020). This record bears no resemblance to *Int'l Business Machines Corp. v. Digital Doors, Inc.*, IPR2023-00968, Paper 7, 10–11 (PTAB Dec. 1, 2023), cited by DM, where over 11,000 pages of contentions had been exchanged, multiple depositions completed, and several discovery rounds concluded.

Cisco's expeditious filing of the Petition further weighs against denial. DM filed its complaint on August 12, 2025. Cisco filed the instant Petition less than **three months** later, on November 21, 2025. Pet. The Office has found similar filing intervals to demonstrate "diligence." *Samsung Elecs. Co. v. Mullen Indus. LLC*, IPR2024-01472, Paper 9, 10 (PTAB Mar. 31, 2025) ("Petitioner's diligence in filing

its Petition (a) less than five months after receiving Patent Owner’s infringement contentions and (b) prior to the parties briefing claim construction issues weighs against exercising discretionary denial.”).

This factor strongly weighs against discretionary denial.

D. Fintiv Factor 4 Slightly Favors Institution: Petitioner’s Sotera Stipulation Reduces Risk Of Overlap And Duplicative Efforts

Factor 4 slightly favors institution, because Cisco has filed a *Sotera* stipulation. EX1015.

The Board and Director have repeatedly recognized that Sotera stipulations “mitigate any concerns of duplicative efforts between the district court and the Board, as well as concerns of potentially conflicting decisions.” *Nikon v. Optimum Imaging*, IPR2024-01373, Paper 17, 22 (PTAB Apr. 23, 2025); *HP Inc. v. Universal Connectivity Tech., Inc.*, IPR2024-01428, Paper 12, 8 (PTAB Apr. 8, 2025). Even DM admits that a “timely-filed *Sotera* stipulation ... is highly relevant.” DD Br., 16–17 (*citing* “Memorandum” regarding, “Guidance on USPTO’s rescission of ‘Interim Procedure for Discretionary Denials in AIA Post-Grant Proceedings,’” 2–3 (Mar. 24, 2025)).

DM’s cited authorities are distinguishable. In *Cisco Sys., Inc. v. Estech Sys., Inc.*, IPR2021-00333, Paper 12, 6, 13 (PTAB July 7, 2021), the Board found that the *Sotera* stipulation was outweighed only because two district court trials were

scheduled eleven and seven months before the expected FWD. Here, by contrast, the FWD is expected to issue in close proximity to any district court trial, and discovery has barely begun. Likewise, in *Motorola Sols. v. Stellar, LLC*, IPR2024-01205, Paper 11, 11 (PTAB Feb. 13, 2025), the Board denied institution only after the district court had already appointed a technical advisor, conducted a Markman hearing, and ruled on sixteen claim terms—none of which has occurred here.

E. *Fintiv* Factor 5 Is Neutral: Any District Court Trial Will Likely Occur In Close Proximity To Final Written Decision

“[F]actor 5 generally follows factor 2.” *Nikon*, IPR2024-01374, Paper 19, 23–24. As discussed in Section IV.B, the district court case remains in the earliest stages, and the median time-to-trial statistics suggest that an FWD is reasonably expected to be in close proximity to any district court trial. Accordingly, like Factor 2, Factor 5 is neutral.

F. *Fintiv* Factor 6 Favors Institution: The Merits And Other Circumstances Favor Institution

Factor 6 weighs firmly in favor of institution.

The Petition presents compelling grounds based on Saridakis, Wu, Bauer, and Kelly—none of which were before the Examiner. Pet., 4. The Petition also addresses material deficiencies in the Examiner’s search and examination strategy, as explained above in Section II.

DM’s contrary arguments fall flat.

First, DM suggests that reliance on two- or three-reference combinations weakens the invalidity grounds. DD Br., 18. Not so. The Board routinely finds strong merits based on multi-reference combinations. That Cisco relies on two-way or three-way combination does not automatically render its invalidating grounds weak. *See, e.g., Unified Patents, LLC v. Justservice.net LLC*, No. IPR2020-01258, 2021 WL 650839, at *20 (PTAB Feb. 18, 2021) (finding that *Fintiv* factor 6 weighed against denial where the “merits of Petitioner’s obviousness challenges appear to be particularly strong based on the preliminary record”).

Second, DM’s argument is predicated on a mischaracterization of the Saridakis–Wu combination. Cisco does not “dissect” Saridakis’ SIP UAs. Rather, as explained in the Petition, Cisco combines Saridakis’ SIP UAs with the express teachings in Wu. Wu’s APs and user terminals already perform the roles of the components residing in Saridakis’ peer devices. EX1003, [0026]–[0027], [0069]; EX1004, [0060]–[0061]. In Wu, the APs “perform the roles of **registrar**, **redirection server** and **location server** in traditional SIP networks,” (EX1004, [0060]), which are the same functionalities performed by the local registrar, the local Proxy, and the DULS on Saridakis’ peer devices (EX1003, [0026], [0027]). Similarly, in Wu, “[u]ser terminals only act as **SIP user agents**” (EX1004, [0061]), which are the same as the “SIP User agents (UAs)” in Saridakis (EX1003, [0069]). Accordingly, Cisco

applies Wu’s teaching to Saridakis to replace Saridakis’s SIP UAs with Wu’s APs and user terminals, which would have been obvious.

Third, DM asserts that Cisco relied “extensively” on expert testimony to fill gaps. DD Br., 18. But DM identifies no actual gap, understandably because the Petition provides detailed citations to the prior art for each limitation. *See, e.g., Pet.*, 14–20, 20–38. *See, e.g., Twitch Interactive, Inc. v. Razdog Holdings LLC*, IPR2025-00307, Paper 11, 18–19; Paper 18, 3 (Dir. May 16, 2025) (finding *Fintiv* factor 6 weighed against denial where “Patent Owner [did] not identify any portions of the expert testimony that suggest Petitioner is using its expert to fill gaps in the prior art” and Petitioner “rel[ied] on its expert to explain the background knowledge of a person of ordinary skill in the art”).

Pointing to the number of times Cisco’s Petition cites to the expert declaration and the length of the expert declaration itself does not “sufficiently explain[]” improper reliance on expert opinion. *See, e.g., Twitch Interactive*, IPR2025-00307, Paper 18, 3. The length of the declaration—119 pages—simply reflects the regulatory requirement that expert opinions be supported by “underlying facts or data.” 37 C.F.R. § 42.65(a); *see also GD Energy Products, LLC v. Kerr Machine Company*, PGR2025-00031, Paper 11, 2 (Dir. June 25, 2025) (rejecting argument that Petitioner improperly relied on expert testimony because “the testimony is

merely complying with regulations requiring disclosure of ‘underlying facts or data’” under 37 C.F.R. § 42.65(a)).

DM’s inability to identify any overt weaknesses in the Petition counsels in favor of institution.

V. CONCLUSION

For the foregoing reasons, Cisco requests institution of *inter partes* review.

Dated: March 5, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned certifies that on March 5, 2026 a complete copy of the foregoing **Petitioner's Corrected Opposition to Patent Owner's Discretionary Denial Brief and corresponding exhibits** were served on counsel of record for the Patent Owner by filing the documents through P-TACTS and by sending via electronic mail to the following addresses:

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