

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

AMAZON.COM, INC. and AMAZON.COM SERVICES LLC,
Petitioner

v.

INTERDIGITAL VC HOLDINGS, INC.,
Patent Owner

Case IPR2026-00193
U.S. Patent No. 11,936,876

**PATENT OWNER'S BRIEF ON
DISCRETIONARY DENIAL**

Mail Stop "PATENT BOARD"
Patent Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	BACKGROUND	2
III.	MULTIPLE INDEPENDENT REASONS WARRANT DENIAL.....	3
A.	InterDigital’s settled expectations favor denial.....	3
1.	Interdigital has settled expectations because it has licensed the ’876 patent.	4
2.	InterDigital’s general practice is to engage potential licensees in good faith with the goal of finding a mutually beneficial solution; InterDigital took this approach here.	5
B.	Amazon’s Petition should be denied under § 325(d).....	6
1.	<i>Advanced Bionics</i> Part 1: The Petition presents the same or substantially the same art and arguments that were before the Examiner during prosecution.....	7
a.	Xiong and VCEG-AJ21 were both cited on an IDS and considered by the Examiner during prosecution.....	7
b.	The prior version of the H.264 reference was considered by the Examiner.	8
c.	The Examiner’s consideration of these references should not be discounted.	9
2.	<i>Advanced Bionics</i> Part 2: The Office committed no material errors during prosecution.....	12
C.	Amazon improperly relies on expert testimony to fill gaps in the alleged prior art.....	14
IV.	CONCLUSION.....	16

PATENT OWNER'S EXHIBIT LIST

Exhibit No.	Description
2001	Complaint, <i>InterDigital, Inc. v. Amazon.com Services LLC</i> , Case No. 2:25-cv-00822 (EDVA Dec. 18, 2025)
2002	“Licensing at InterDigital,” <i>InterDigital</i> , available at https://www.interdigital.com/licensing (last accessed Feb. 20, 2026)
2003	Declaration of Ryan Pohlman
2004	“InterDigital renews license agreement with Sony,” <i>InterDigital</i> , available at https://ir.interdigital.com/news-events/press-releases/news-details/2026/InterDigital-renews-license-agreement-with-Sony/default.aspx (last accessed Mar. 3, 2026)
2005	“InterDigital signs license agreement with HP,” <i>InterDigital</i> , available at https://ir.interdigital.com/news-events/press-releases/news-details/2025/InterDigital-signs-license-agreement-with-HP/default.aspx (last accessed Mar. 3, 2026)
2006	“2025: InterDigital’s Year In Review,” <i>InterDigital</i> , available at https://www.interdigital.com/post/2025-interdigitals-year-in-review (last accessed Mar. 3, 2026)
2007	“InterDigital enforces patents against Amazon,” <i>InterDigital</i> , available at https://ir.interdigital.com/news-events/press-releases/news-details/2025/InterDigital-enforces-patents-against-Amazon/default.aspx (last accessed Mar. 3, 2026)
2008	Enforcement and Non-waiver of 37 C.F.R. § 42.104(b)(4) and Permissible Uses Of General Knowledge In <i>Inter Partes</i> Reviews (July 31, 2025), available at https://www.uspto.gov/sites/default/files/documents/aapa_memo_final__signed.pdf (last accessed March 5, 2026)
2009	InterDigital, Inc. Form 10-K (Annual Report), United States Securities and Exchange Commission, File No. 1-33579

Exhibit No.	Description
2010	<i>Amazon.com, Inc. et al. v. InterDigital et al.</i> , Claim No. HP-2025-000043 Transcript of Proceedings December 3, 2025 in the High Court of Justice, London, England

I. INTRODUCTION

Patent Owner InterDigital VC Holdings, Inc. (“InterDigital”) respectfully requests that the Director exercise discretion and deny institution of *inter partes* review of U.S. Patent No. 11,936,876 (“the ’876 patent”). There are multiple bases that make it clear that it would not be an appropriate use of the Board’s resources to reconsider the patentability of the challenged claims of the ’876 patent.

First, InterDigital’s settled expectations in the ’876 patent favor denial. InterDigital has extensively licensed the ’876 patent, which provides settled expectations for InterDigital despite the fact that the ’876 patent has not been in force for long. Further, InterDigital attempted, over the course of several years, to find a mutually agreeable solution to resolve Amazon’s unauthorized use of its digital video technology, but Amazon instead initiated worldwide litigation, and filed this and other IPRs.

Second, Amazon’s Petition should also be denied under 35 U.S.C. § 325(d). Both asserted references in Amazon’s only challenge to the independent claims (Xiong and VCEG-AJ21) were considered by the Examiner during prosecution. And the third reference (H.264), which is asserted against just two dependent claims, is largely cumulative of an earlier version of the same reference that also was considered during prosecution. Amazon also cannot point to any material error by the Examiner, because there was none. Rather, the Examiner thoroughly

considered the claims. Mere disagreement with the Examiner's allowance is insufficient to show error.

Third, Amazon's arguments on the merits are weak—failing to identify disclosure of multiple claim elements in the cited art—which causes the Petition to improperly rely on expert testimony to supply missing elements in the cited art.

For all of these reasons, InterDigital respectfully requests denial of this IPR.

II. BACKGROUND

InterDigital has been at the forefront of developing foundational video, wireless communications, and other digital technologies for more than 50 years. EX2009, 4. Each year, InterDigital invests significantly—well over nine figures—in its world-class research and development, including in multiple facilities located in the United States. EX2009, 4-6. InterDigital employees have researched, designed, and developed technologies instrumental to video coding that are critical for providing efficient and high-quality transmission of video. EX2009, 6.

It is critically important to InterDigital's business to protect its innovations. This allows InterDigital to reinvest revenue back into the innovation cycle to fund its ongoing research and development, significantly contributing to technological advancement in multiple industry segments. EX2002; EX2001, ¶¶19-20. Consistent with its longstanding practice, InterDigital attempted to find a mutually agreeable solution to resolve the unauthorized use by Amazon of InterDigital's

patented technology. EX2001, ¶¶2-3. Rather than taking a license or putting an end to its infringing conduct—like many other companies have done—Amazon initiated worldwide litigation attacking InterDigital’s portfolio. EX2001, ¶3. Amazon’s attack continued when it filed IPRs against the ’876 patent and other InterDigital patents. The Director should not permit Amazon to use the PTAB as a forum to avoid responsibility for its ongoing infringement of InterDigital’s intellectual property.

III. MULTIPLE INDEPENDENT REASONS WARRANT DENIAL.

The Director should exercise discretion to deny institution for multiple independent reasons, including (1) InterDigital has settled expectations despite the relatively short time the patent has been in force; (2) the Petition runs afoul of § 325(d) because it is based on art already considered by the Examiner during prosecution; and (3) the Petition improperly ignores Board regulation and guidance by relying on expert testimony to fill gaps in the prior art. Each of these reasons independently supports denial. Taken together, the case for denial is even stronger.

A. InterDigital’s settled expectations favor denial.

Even where a patent has not been in force for a significant amount of time, there may be reasons a patent owner can have settled expectations. *See Amgen Inc. v. Bristol-Myers Squibb Co.*, IPR2025-00601, Paper 9 at 2 (PTAB July 24, 2025) (informative). For example, licensing activity can provide a patent owner with

settled expectations. *See Alliance Laundry Sys., LLC v. PayRange LLC*, IPR2025-00950, Paper 11 at 3 (PTAB Sept. 19, 2025) (informative). InterDigital has licensed the '876 patent to several entities, creating settled expectations in favor of InterDigital and supporting denial of this IPR.

Further relevant here, InterDigital undertook significant efforts over the course of several years in attempting to find a mutually agreeable solution to resolve Amazon's unauthorized use of its digital video technology. Instead, Amazon initiated worldwide litigation and filed this IPR (and others). These facts further weigh in favor of discretionary denial of this IPR.

1. Interdigital has settled expectations because it has licensed the '876 patent.

In recognition of the importance of the '876 patent's innovative technology, dozens of entities have taken a license to the '876 patent. EX2003, ¶3; *see also* EX2009, 8-9 (InterDigital Form 10-k, discussing 2025 patent licensing activity). Press releases announcing recent exemplary license agreements and renewals provide further evidence of InterDigital's licensing activity. *See* EX2004; EX2005; EX2006. These press releases also underscore the importance of such licenses to not only InterDigital but to the industry as a whole. InterDigital's licensing activity favors denial of institution. *Alliance Laundry*, IPR2025-00950, Paper 11 at 3 (“[A]lthough the challenged patent has not been in force for a significant period of time (issued in 2021), Patent Owner presents evidence that it has licensed the

challenged patent, which creates some settled expectations favoring Patent Owner.”).

2. InterDigital’s general practice is to engage potential licensees in good faith with the goal of finding a mutually beneficial solution; InterDigital took this approach here.

When companies use InterDigital’s patented technologies without permission, InterDigital’s practice is to engage such companies in good faith negotiation with the goal of finding a mutually beneficial solution. EX2001, ¶2; EX2003, ¶4. This solution usually takes the form of a global patent license achieved through a mutual exchange of license offers and technical information regarding InterDigital’s patents and the companies’ product. EX2001, ¶2; EX2003, ¶4. These negotiations take place under the protection of confidentiality in order to resolve the unauthorized patent use by mutual agreement—and without resort to litigation. EX2001, ¶2; EX2003, ¶4. Such licensing negotiations can take up to several years. EX2003, ¶4.

Consistent with its commitment to resolve intellectual property matters amicably, InterDigital undertook this approach with respect to Amazon. EX2001, ¶2; EX2003, ¶5. Despite InterDigital’s significant efforts in attempting to find a mutually agreeable solution to resolve Amazon’s unauthorized use of its digital video technology, Amazon abruptly initiated litigation in the United Kingdom and later in Sao Paulo, Brazil. EX2001, ¶3; EX2003, ¶5; *see also* EX2007 (quoting

Josh Schmidt, Chief Legal Officer, InterDigital: “Our preference is always to sign licenses through amicable negotiation but Amazon’s decision to initiate litigation against InterDigital earlier this year shows that Amazon is more interested in litigating than negotiating.”); EX2010, 19:11-12, 19:16-18 (public transcript from the UK proceedings, affirming that “InterDigital, of course, considers that Amazon has jumped the gun commencing these proceedings,” and “InterDigital takes the position that Amazon should have been continuing to negotiate”). Only after being sued by InterDigital for patent infringement in the Eastern District of Virginia in response to Amazon first initiating litigation in the United Kingdom and Brazil, did Amazon file this IPR. *See* EX2001 (complaint filed December 18, 2025).

* * *

For each of these reasons, InterDigital has settled expectations for the ’876 patent, which support denial of this IPR. *See Amgen*, IPR2025-00601, Paper 9 at 2.

B. Amazon’s Petition should be denied under § 325(d).

The precedential *Advanced Bionics* decision sets forth a “two-part framework” for evaluating whether “the same or substantially the same prior art or arguments previously were presented to the Office” under 35 U.S.C. § 325(d).

Advanced Bionics v. Med-El Elektromedizinische Geräte GmbH, IPR2019-01469, Paper 6 at 7-11 (PTAB Feb. 13, 2020) (precedential). Applying the *Advanced Bionics* framework here, the Director should deny institution under § 325(d).

1. *Advanced Bionics* Part 1: The Petition presents the same or substantially the same art and arguments that were before the Examiner during prosecution.

The first part of the *Advanced Bionics* framework considers “whether the same or substantially the same art previously was presented to the Office or whether the same or substantially the same arguments previously were presented to the Office.” *Advanced Bionics*, IPR2019-01469, Paper 6 at 8. The Examiner already considered the same or substantially the same art relied upon in each of Amazon’s asserted grounds. Indeed, both Xiong and VCEG-AJ21 (the asserted references in Ground 1A) were considered by the Examiner during prosecution. And an earlier version of the H.264 reference (used in Ground 1B to challenge certain dependent claims) was discussed in the ’876 patent’s specification and considered during prosecution; thus, the H.264 reference used in the Petition (which is substantially similar to the earlier, considered version) is also cumulative of art considered by the Examiner. *Advanced Bionics* part 1 is thus met. *See Ecto World, LLC v. RAI Strategic Holdings, Inc.*, IPR2024-01280, Paper 13 at 5 (PTAB May 19, 2025) (precedential) (a reference cited on an IDS satisfies prong one of *Advanced Bionics*).

a. Xiong and VCEG-AJ21 were both cited on an IDS and considered by the Examiner during prosecution.

Both Xiong and VCEG-AJ21—the only references in asserted Ground 1A—were cited by Applicant on an Information Disclosure Statement (IDS) during

prosecution. Xiong, the primary reference, was cited on an IDS filed August 28, 2023, which the Examiner marked as considered. EX1002, 1204-1205, 1426-1427, 1251-1280 (Xiong). Applicant also submitted Xiong's corresponding European application publication (EP Publication No. 2081388), which was identified as providing an English translation of Xiong. EX1002, 1204, 1207-1225 (EP Publication No. 2081388). Like Xiong, VCEG-AJ21, the secondary reference, also was cited on an IDS filed June 18, 2021, which the Examiner again marked as considered. EX1002, 276, 1116; *see also id.*, 819-824 (VCEG-AJ21). Thus, Xiong and VCEG-AJ21 were already considered by the Examiner and *Advanced Bionics* part one is met. *See Ecto World*, IPR2024-01280, Paper 13 at 5.

b. The prior version of the H.264 reference was considered by the Examiner.

The H.264 reference asserted in Ground 1B, challenging certain dependent claims of the '876 patent, is the November 2007 version of the H.264 standard, titled "Advanced video coding for generic audiovisual services." EX1010, 1. The just-prior March 2005 version of this standard was considered by the Examiner during prosecution. It was cited on an IDS filed June 18, 2021 and marked as considered, and discussed extensively in the background section of the '876 patent. EX1001, 1:28-3:62; EX1002, 276, 1116; *see also* EX1002, 478-817 (H.264, March 2005 version). *Ecto World*, IPR2024-01280, Paper 13 at 5.

The Examiner was thus made aware of the relevance of this document, and

the differences between this document and what is disclosed in the detailed description and the claims of the '876 patent. The November 2007 version Amazon relies on in the Petition is largely cumulative of the March 2005 version. Indeed, Amazon provides cross-citations to the March 2005 version throughout. *See* Pet., 50 n.9 (providing alternative citations in case the November 2007 version is not determined to be publicly available prior to the '876 patent's priority date).

c. The Examiner's consideration of these references should not be discounted.

Amazon may argue that these references were not carefully considered because of the Examiner's comment: "Due to the excessively lengthy Information Disclosure Statement submitted by applicant, the examiner has given only a cursory review of the listed references." EX1002, 1077.

This comment, however, was made with respect to the IDSs filed on June 18, 2021 and October 26, 2021. The Examiner did not make this comment with respect to the August 28, 2023 IDS submitting primary reference Xiong. Indeed, Xiong was filed as part of a small, two-page IDS, citing only nine references and 2 corresponding English translations. EX1002, 1204-1205. And this IDS was filed just a few days after the Examiner indicated there was allowable subject matter in the claims. *See* EX1002, 1188 (August 25, 2023 Examiner-Initiated Interview Summary indicating the claims included allowable subject matter). The Examiner was presented with Xiong when the claims had just been deemed allowable, and

did not come to a different conclusion in view of Xiong.

Amazon relies on its secondary reference, VCEG-AJ21, for its teachings of “enlarging the H.264 macroblock size of 16x16 to ‘NxN,’” and “using a hierarchical structure for large blocks.”¹ Pet., 19-20. But Chen, “Video Coding Using Extended Block Sizes” (reference 82 on the August 28, 2023 IDS), which was cited at the same time as Xiong, includes a similar teaching. EX1002, 1205; *see also id.*, 1383-1386 (Chen). A side-by-side comparison of VCEG-AJ21’s Figure 3 and Chen’s Figure 1 illustrates the similarity of the teachings regarding the hierarchical structure for large blocks.

¹ Unlike the claims, which are directed to *intra* prediction, VCEG-AJ21’s teachings are directed to *inter* prediction techniques, to the express exclusion of *intra* prediction techniques. *See* EX1008, 1 (“*In this proposal*, the extended architecture with the enlarged MB structure are first proposed for ME&MC but *new designs of ... intra prediction ... for the enlarged MB are not yet addressed.*” (emphasis added)).

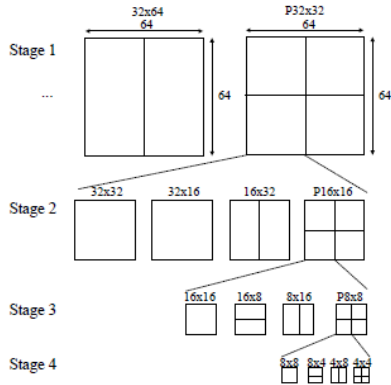


Fig. 3 An example of hierarchical block partitions for enlarged MB of 64x64

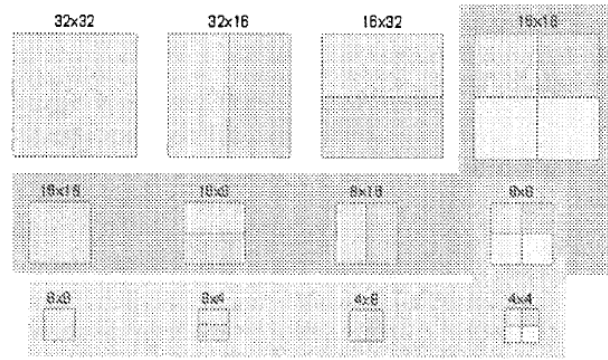


Figure 1: Motion partitions used in the proposed 32x32 blocks

EX1008, FIG. 3 (VCEG-AJ21)

EX1002, 1384 (Chen) (Figure 1)

Chen also teaches the larger 64x64 block illustrated in VCEG-AJ21:

For macroblock size 64x64, we also introduce 64x64, 64x32, and 32x64 above the partitions used in 32x32 blocks. Therefore we have one more hierarchy layer in the macroblock partition above block size 32x32. The original mb-type for $M \times N$ ($M = 8$, or 16 and $N = 8$, or 16) macroblock partition in H.264 is used also to signal a $4M \times 4N$ macroblock partition in 64x64 macroblocks. If 32x32 macroblock partition is used for a 64x64 block, each 32x32 block will be handled in the same way described in the previous section.

EX1002, 1384 (Chen, pg. 2). Thus, the Examiner considered together Xiong and cumulative teachings to VCEG-AJ21, and maintained his position that the claims were allowable.

Finally, because the March 2005 version of the H.264 standard (which, as noted above, is cumulative to the H.264 reference relied on in the Petition) was discussed in the background section of the '876 patent itself, a concise explanation

of the relevance of this document was indeed provided to the Examiner.

Thus, the teachings relied upon in the asserted references were all squarely in front of the Examiner at the time of allowance.

2. *Advanced Bionics* Part 2: The Office committed no material errors during prosecution.

Under the second part of the *Advanced Bionics* framework, the Board determines “whether the petitioner has demonstrated that the Office erred in a manner material to the patentability of challenged claims.” *Advanced Bionics*, IPR2019-01469, Paper 6 at 8. Here, the Examiner committed no material errors that require correction at the PTAB. Indeed, examination of the ’876 patent was very thorough, involving:

(1) five world-wide prior art searches by the Office on: August 16, 2022 (EX1002, 18, 24-46), February 7, 2023 (EX1002, 19, 49-72), August 25, 2023 (EX1002, 20, 76-104), September 7, 2023 (EX1002, 21, 108-136), December 6, 2023 (EX1002, 22-23, 140-170);

(2) two Office Actions on the merits (EX1002, 1075-1108, 1136-1167) and corresponding claim amendments and remarks (EX1002, 1126-1133, 1175-1181);

(3) an Examiner interview and Examiner’s amendment incorporating allowable subject matter (EX1002, 1188-1193); and

(4) several information disclosure statements including those identified above citing Xiong, VCEG-AJ21, and H.264 (March 2005) (EX1002, 268-277,

983-984, 1204-1205, 1446, 1636-1637).

Amazon thus cannot credibly allege that the Examiner's prior-art searches or thoroughness of examination were inadequate.

Advanced Bionics recognizes that "[i]f reasonable minds can disagree regarding the purported treatment of the art or arguments, it cannot be said that the Office erred in a manner material to patentability. At bottom, this framework reflects a commitment to defer to previous Office evaluations of the evidence of record unless material error is shown." *Advanced Bionics*, IPR2019-01469, Paper 6 at 9. Amazon may disagree with the Examiner's conclusion that the claims are not obvious, but mere disagreement with the Office's prior determinations is an insufficient basis for institution. *Id.* Here, the Director should defer to the Office's previous evaluation of the art presented against the independent claims.

Further, the H.264 reference is also not new for at least the reasons presented above. But even if it were, relying on a secondary reference for a few dependent claims does not outweigh the clear relevance of § 325(d) to the art and arguments asserted against the independent claims. *Kayak Software Corp. v. Int'l Bus. Mach. Corp.*, CBM2016-00075, Paper 16 at 10 (PTAB Dec. 15, 2016) (informative).

* * *

For at least these reasons, application of the *Advanced Bionics* framework here shows that the Director should deny institution under § 325(d).

C. Amazon improperly relies on expert testimony to fill gaps in the alleged prior art.

The Petition improperly uses alleged knowledge of a POSITA and state of the art to fill missing limitations in the grounds. The statutory basis for *inter partes* review limits unpatentability grounds to prior art “consisting of patents or printed publications.” 35 U.S.C. § 311(b). The corresponding regulation requires a petition to “specify where each element of the claim is found in the prior art patents or printed publications relied upon.” 37 C.F.R. § 42.104(b)(4); *see also* 35 U.S.C. § 312(a)(3); EX2008 (Office guidance on the proper application of Rule 104(b)(4)); *Henny Penny Corp. v. Frymaster LLC*, 938 F.3d 1324, 1331-32 (Fed. Cir. 2019). The Petition here fails to do this. Compounding this error, the expert testimony on which the Petition relies to fill these gaps is conclusory, and provides no analysis, evidence, or explanation.

For example, claim element 1[c] recites “determining that intra prediction is to be performed for the large block, wherein the large block has a block size equal to or larger than 32×32 , and the large block size is greater than a size of a basic coding unit.” In its analysis of this element, Amazon improperly relies on conclusory expert testimony based on hindsight to bridge a fundamental gap in the prior art, alleging that Xiong discloses signaling of intra prediction mode for the claimed large block, such as 32×32 or 64×64 . Pet., 29-30 (citing EX1003, ¶83). However, Xiong explicitly limits its teaching of intra prediction mode to block

sizes no larger than 16x16. *See* EX1006, 1-2 (describing intra prediction in the context of H.264/AVC, which only supports 4x4, 8x8, and 16x16 blocks); *id.*, 2 (describing displacement intra prediction mode that adopts the H.264/AVC inter-prediction concept, which also only supports blocks up to 16x16). While Xiong does mention block sizes of 32x32, it does so without any indication of if—let alone how—an intra prediction mode could be applied to these block sizes without subdividing them. In fact, signaling “large intra mode” is the exact technical problem the ’876 patent was designed to solve. EX1001, 3:59-62, 4:20-26. Dr. Acton’s contention—that it would have been obvious to include signals for large-block intra prediction in Xiong—is not based on the prior art’s teachings, but rather on impermissible hindsight derived from the ’876 patent itself. *In re Fritch*, 972 F.2d 1260, 1266 (Fed. Cir. 1992) (“It is impermissible to use the claimed invention as an instruction manual or ‘template’ to piece together the teachings of the prior art so that the claimed invention is rendered obvious.”). Not only is this reliance on expert testimony improper for being conclusory and lacking corroborating evidence, it is also wrong for reasons that will be discussed in the POPR. Additional examples of improper gap filling by Amazon’s expert will be provided in the POPR, which InterDigital requests the Director consider when making the determination on whether to discretionarily deny this IPR. *See* Interim

Process², § II.C.i.

The Petition's cursory and conclusory analysis falls well short of Petitioner's obligation to perform a reasoned analysis—based on the references asserted in its challenges—and runs afoul of the Office guidance that compliance with Rule 104(b)(4) precludes reliance on expert testimony for claim limitations. EX2008. Accordingly, this is an additional reason the Director should deny institution.

IV. CONCLUSION

Each of these reasons discussed herein, considered both independently and together, supports denial of the Petition. InterDigital therefore respectfully requests that the Director exercise his discretion to deny institution.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX PLLC

/Ryan C. Richardson, Reg. No. 67,254/

Ryan C. Richardson
Registration No. 67,254
*Lead Attorney for Patent Owner InterDigital VC
Holdings, Inc.*

Date: March 16, 2026

1101 K Street, NW, 10th Floor
Washington, DC 20005
(202) 371-2600

² Available at uspto.gov/patents/ptab/interim-director-discretionary-process

CERTIFICATE OF SERVICE (37 C.F.R. § 42.6(e))

I certify that the above-captioned **PATENT OWNER'S BRIEF ON
DISCRETIONARY DENIAL** and associated Exhibits 2001-2010 were served in
their entireties on March 16, 2026, upon the following parties via electronic mail:

Jessica Kaiser (Lead Counsel) kaiser-ptab@perkinscoie.com
Robin Brewer (Back-Up Counsel) brewer-ptab@perkinscoie.com
Jon Carter (Back-Up Counsel) carter-ptab@perkinscoie.com
David Pekarek Krohn (Back-Up Counsel) pekarekkrohn-ptab@perkinscoie.com
Amazon-InterDigital-IPR@perkinscoie.com
PERKINS COIE LLP

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX PLLC

/Ryan C. Richardson, Reg. No. 67,254/

Ryan C. Richardson
Registration No. 67,254
*Lead Attorney for Patent Owner InterDigital VC
Holdings, Inc.*

Date: March 16, 2026

1101 K Street, NW, 10th Floor
Washington, DC 20005
(202) 371-2600