

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

GOOGLE LLC,
Petitioner,

v.

HEADWATER RESEARCH LLC,
Patent Owner.

Case No. IPR2026-00203
Patent No. 9,232,403

**PETITIONER'S AUTHORIZED¹ REPLY TO PATENT OWNER'S
PRELIMINARY RESPONSE**

¹ EX-3101.

Patent Owner (“PO”) argues that the Petition’s (Paper 2) references do not “disclose[] how a receiving application would be able to **decrypt** any encrypted data received from an application residing on the same device.” POPR (Paper 9), 1 (emphasis original). How a receiving application “decrypt[s]” data is relevant only if claim 1 requires decryption. It does not. *See infra* § I. As explained *infra* § II, PO tries to disguise its claim construction argument requiring decryption by framing it as an argument about a POSA’s “motivat[ion]” to implement the Petition’s MMS-Ogawa combination. POPR, 9. But this is sleight of hand; PO cannot defeat obviousness by focusing on the details of **unclaimed** decryption mechanisms that the Challenged Claims never reach and that the specification does not describe.

I. CLAIM 1 DOES NOT REQUIRE DECRYPTION

Claim 1 (the sole independent claim) does not recite “decrypt” or any variation thereof. *See* EX-1001, 163:38-58. The specification only refers to decryption three times in over 160 columns, and never refers to a receiving application decrypting data. *See* EX-1001, 86:2, 89:12, 89:25. Even if it had, it is improper to import limitations from the specification absent some “demonstrat[ion]” of “clear intention to limit the claim scope,” e.g., by “using ‘words or expressions of manifest exclusion or restriction.’” *Abbott Lab’ys v. Sandoz, Inc.*, 566 F.3d 1282, 1288 (Fed. Cir. 2009). There is no such demonstration here. Moreover, PO knew how to recite a decryption requirement when it wanted: claim 5 expressly recites “decrypting” messages. EX-

1001, 164:6-9; Petition, 45-46. This further confirms that independent claim 1 includes no decryption requirement and should not be interpreted to include one.

II. PO CANNOT NARROW CLAIMS TO DEFEAT OBVIOUSNESS

Even though claim 1 does not include a decryption requirement, PO says “[t]he Petition fails to show... obviousness... because the Petition does not allege... any mechanism by which a receiving application could decrypt the encrypted data[.]” POPR, 2. But “limitations not appearing in the claims cannot be relied on for patentability.” *Texas Instruments Inc. v. Parkervision, Inc.*, IPR2024-00934, Paper 54 at 50 (Nov. 21, 2025) (citing *In re Self*, 671 F.2d 1344, 1348 (CCPA 1982)); *Samsung Elecs. Co. v. Fendgo, LLC*, IPR2024-00113, Paper 31 at 24 (May 5, 2025) (same). And PO cannot defeat obviousness by attacking the Petition for not addressing **unrecited** decryption-related details that PO tries to read into the claims. *E.g., Resmed, Inc. v. New York Univ.*, IPR2022-00994, Paper 68 at 48 (Dec. 6, 2023) (rejecting PO’s “lack of a motivation to combine” allegation “premised on its proffered claim construction.”). This is especially true where PO **freely admits** that there was motivation to implement receiving applications to be able to decrypt encrypted messages. POPR, 6-7 n.2. The Petition did what it needed: it showed obviousness of features that **are claimed**. *E.g.*, Petition, 18-20, 39-41. PO’s insistence that the Petition **also** show obviousness of **unclaimed** features is a thinly veiled attempt to avoid unpatentability through improper claim-narrowing.

Date: May 19, 2026

/Anant Saraswat/

Anant Saraswat, Reg. No. 76,050

CERTIFICATE OF SERVICE UNDER 37 C.F.R. § 42.6 (E)(4)

I certify that on May 19, 2026, a copy of the foregoing document, including any exhibits filed therewith, is being served via electronic mail, as previously consented to by Patent Owner, upon the following:

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