

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

OKTA, INC., and
OKTA GMBH
Petitioner,

v.

THALES DIS FRANCE SAS,
Patent Owner.

Case IPR2026-00327
Patent No. 12,254,103

PATENT OWNER'S PRELIMINARY RESPONSE

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I. Introduction

Every independent claim of the '103 patent recites “namespaces.” EX1001, 12:8-18, 13:36-46, 14:20-51. But neither of the primary references, *Makhotin* (EX1004) or *Jones* (EX1010), discloses “namespaces.” And Petitioner fails to demonstrate that a person of ordinary skill in the art (“POSITA”) would have found it obvious to implement *Coulomb*’s (EX1005) namespaces in *Makhotin* or *Jones*. The Board must, therefore, deny institution under 35 U.S.C. § 314(a) and 37 C.F.R. § 42.104(b)(4).

II. *Makhotin* and *Jones* Do Not Disclose Namespaces.

Independent claim 1 of the '103 patent recites “associating security policies with each of a plurality of supported namespaces on a mobile device.” EX1001, 12:11-12. Independent claim 16 of the '103 patent likewise recites “associating a security policy with each of a plurality of supported namespaces on a mobile device.” *Id.*, 14:23-24. And independent claim 11 of the '103 patent similarly recites, “receive a list of selected namespaces from a reader.” *Id.*, 13:42. Thus, every claim of the '103 patent recites “namespaces.” Neither *Makhotin* nor *Jones*, however, discloses namespaces.

A. An application does not function as a namespace merely because it stores information.

Petitioner first argues that “[e]ach payment application on Makhotin’s mobile device functions as the claimed ‘namespace’” allegedly because “Makhotin describes that ‘[t]he payment applications store payment information associated with one or more consumer accounts.’” Pet., 19 (emphasis omitted). Petitioner similarly argues that “payment applications stored on Jones’s mobile device function as the claimed ‘namespaces’” allegedly because the “payment applications store ‘payment information’ which includes payment credentials and ‘personal information associated with a user or a consumer’” *Id.*, 55. But as Petitioner’s expert confirms, an application does not function as a namespace merely because it stores information. According to him, naming conflicts were still a problem in the 1990s despite applications that stored information being known before then. EX1003, ¶ 77.

Petitioner’s expert’s own example is illustrative. In particular, Petitioner’s expert references an application titled “main,”¹ reproduced below:

¹ Petitioner’s expert confirms that “main” is an application when he explains that a statement “int main() { cout << x; . . . }” declares “a program main that prints out the value of x.” EX1003, ¶ 79.

```
int main() {  
    int x = 20;  
    cout << x;  
    cout << MyNamespace::x;  
    return 0;  
}
```

EX1003, ¶ 80. In this example, application “main” stores a value 20 for its variable x. *See id.* But the mere fact that the application “main” stores information (e.g., value 20 of variable x) does not make application “main” function as a namespace. Indeed, Petitioner’s expert does not assert that application “main” is or functions as a namespace. *See id.*, ¶¶ 80-81.

Instead, Petitioner’s expert provides an example of a separate code snippet that expressly defines a namespace called “MyNamespace.” EX1003, ¶ 80. This code snippet is reproduced below:

```
namespace MyNamespace {  
    int x = 42;  
}
```

Id. Petitioner’s expert explains that “[t]he use of the prefix MyNamespace:: disambiguates the two uses of the identifier x.” *Id.*, ¶ 81. Petitioner’s expert also explains that by defining the namespace titled “MyNamespace,” application “main” prints out two values of x, a value 20 that is stored in application “main” and a value 42 that is stored in namespace “MyNamespace.” *Id.* Thus, Petitioner’s expert expressly distinguishes an application “main” that stores information from

code that is defined as a namespace (e.g., “MyNamespace”). EX1003, ¶¶ 80-81. If the “MyNamespace” code was left out, the application “main” would still store the value 20 as x and then print 20, but it would not function as a namespace or store or print 42.

Makhotin does not disclose that its payment applications function as namespaces. Rather, as Petitioner admits, *Makhotin* merely discloses that its “payment applications store payment information associated with one or more consumer accounts.” *Makhotin* at ¶ 11; see Pet., 19. *Makhotin*’s payment applications that store payment information are no different than application “main” that stores the value of variable x. As confirmed by Petitioner’s expert, even though the payment applications in *Makhotin* may store information, like application “main,” that does not convert *Makhotin*’s payment applications into the claimed “namespaces.” See EX1003, ¶¶ 80-81. Petitioner has provided no contrary evidence.

Likewise, *Jones* does not disclose that its payment applications function as namespaces. Rather, as Petitioner admits, *Jones* merely discloses that its “payment application may store sensitive payment information (e.g., account identifier, expiration date, card verification value (CVV), etc.).” *Jones*, ¶ 35; see Pet., 55. *Jones*’s payment applications that store payment information are also no different from application “main” that stores the value of variable x. As confirmed by

Petitioner's expert, even though the payment applications in *Jones* may store information, like application "main," that does not convert *Jones*'s payment applications into the claimed "namespaces." See EX1003, ¶¶ 80-81. Petitioner has provided no contrary evidence.

Thus, contrary to Petitioner's assertions, its own expert confirms that neither *Makhotin* nor *Jones* discloses the "namespaces" recited in every claim of the '103 patent.

B. Petitioner fails to apply its own claim construction of the term "namespace."

Petitioner asserts that "the term 'namespace' should be construed as 'symbolic mechanism for organizing and identifying pieces of data.'" Pet., 2. After construing the term, however, Petitioner pays lip service to applying this construction to the disclosures of *Makhotin* or *Jones*.

For example, Petitioner asserts that each of *Makhotin*'s payment applications "is associated with an 'application identifier' for identifying the payment application and accessing the stored data of the payment application" and that "[t]hese payment applications therefore meet the '103 patent's 'namespace' definition because each functions as 'a symbolic mechanism for organizing and identifying pieces of data.'" Pet., 19-20. Petitioner similarly asserts that *Jones*'s payment applications "store 'payment information'" and "therefore meet the '103

patent’s ‘namespace’ definition because each payment application functions as ‘a symbolic mechanism for organizing and identifying pieces of data.’” *Id.*, 55. Other than these blanket statements, however, Petitioner provides no explanation of how associating an application identifier with the payment applications or storing payment information in the payment applications makes any of *Makhotin*’s or *Jones*’s payment applications a “symbolic mechanism” for organizing or identifying data. *See id.*, 20, 55.

The application “main” presented by Petitioner’s expert also has an identifier, namely its name “main,” and that application also stores information such as the value of x. *See supra* Section II.A; EX1003, ¶¶ 80-81. Petitioner provides no explanation for why *Makhotin*’s or *Jones*’s payment applications are a “symbolic mechanism” for organizing or identifying data, when a similar application “main” provided by its expert is not. Thus, Petitioner has failed to show that *Makhotin* or *Jones* disclose “namespaces” under Petitioner’s own claim construction.

III. Petitioner Fails to Show Why a POSITA Would Have Found it Obvious to Modify *Makhotin* or *Jones* to Implement Namespaces

Recognizing that neither *Makhotin* nor *Jones* discloses namespaces, Petitioner attempts to cure these deficiencies by alleging that a POSITA would have found it obvious to “organize ... the payment application information of

Makhotin [or Jones] as namespaces” purportedly based on *Coulomb*. Pet., 11, 48.

To succeed on its obviousness theory, however, Petitioner must explain why a POSITA would have been motivated to modify *Makhotin* or *Jones* with namespaces as disclosed by *Coulomb*. *Teleflex, Inc. v. Ficosa North America Corp.*, 299 F.3d 1313, 1334 (Fed. Cir. 2002) (“The showing of a motivation to combine must be clear and particular, and it must be supported by actual evidence.”); *Johns Manville Corp. v. Knauf Insulation, Inc.*, IPR2018-00827, Paper 9 at 13 (PTAB Oct. 16, 2018) (“[I]t is Petitioner’s burden to demonstrate ‘that a skilled artisan would have been motivated to combine the teachings of the prior art references to achieve the claimed invention, and that the skilled artisan would have had a reasonable expectation of success in doing so.’”). Petitioner failed to do so.

Petitioner presents a laundry list of reasons for combining *Makhotin* or *Jones* with *Coulomb*. But none address the key question—Why would a POSITA have been motivated to implement namespaces in *Makhotin* or *Jones*? For example, Petitioner asserts that combining *Makhotin* or *Jones* with *Coulomb* would:

- “allow users ‘to have their documents accessible via their mobile communication device rather than carrying separate physical documents’” allegedly because “convenience is improved by carrying a single device.” Pet., 11, 48.

- “expand the capabilities and utility of Makhotin’s [or Jones’s] system with minimal increases in overhead or complexity.” *Id.*, 11, 49.
- “have allowed payment cards of Makhotin [or Jones] and identification cards of Coulomb to be associated with ‘a confidence level.’” *Id.*, 12, 49.
- “have allowed the identity and other credentials disclosed by Coulomb to be selected and utilized according to the security and selection protocols described in Makhotin [or Jones].” *Id.*, 12, 49-50.

Even assuming *arguendo* that the combination of *Makhotin* or *Jones* with *Coulomb* would have provided the above-identified features, Petitioner fails to provide any evidence or reasons why a POSITA would have found it necessary and/or beneficial to implement *Coulomb*’s namespaces in the payment applications of *Makhotin* or *Jones*. *See id.*, 11-12, 49-50.

For example, Petitioner fails to explain why a POSITA would have been motivated to implement namespaces to allow *Makhotin*’s or *Jones*’s device to store other documents in addition to payment cards. *See id.*, 11, 48. Similarly, Petitioner provides no evidence or rationale for why combining *Coulomb* with *Makhotin* or *Jones* would entail minimal overhead or complexity. *See id.*, 11-12, 49. Likewise, Petitioner provides no evidence or rationale for why a POSITA would have been motivated to implement namespaces to allow the applications stored in *Makhotin*’s

or *Jones*'s device to have confidence levels or be utilized according to the security and selection protocols. *See id.*, 12-13, 49-50. Petitioner's expert is equally vague and provides no additional explanation. *See* EX1003, ¶¶ 120-124, 258-262.

In addition to the above-identified reasons, Petitioner asserts that “storing electronic cards using namespaces (as taught by Coulomb) would efficiently eliminate naming conflicts between data items of the different cards that share names” and that “[t]his ‘allow[s] the verifier to request something specific’ by making each field identifier ‘the same for all issuers,’ ensuring consistency of information storage and retrieval across platforms.” Pet., 13-14, 50. However, this flawed conclusion is belied by the disclosures of *Makhotin* and *Jones*. Specifically, and as described below, nothing in *Makhotin* or *Jones* discloses or suggests that there are any identifier conflicts between their different applications. And Petitioner fails to explain why a POSITA would have modified *Makhotin* or *Jones* with namespaces to solve a non-existent identifier-conflict problem. *Id.* at 13-14, 50.

Makhotin discloses “an application linker system that manages a plurality of application identifiers associated with a plurality of applications present on a portable communication device.” *Makhotin*, ¶ 3. In *Makhotin*, an “application identifier can be linked to one or multiple payment applications.” *Id.*, ¶ 9.

Makhotin explains that when an application identifier “points to multiple payment

applications, the payment application that is active or has the highest priority (if none active or all are active) may be selected for a transaction.” *Id. Makhotin* discloses that its “access device may select the application identifier” and “send a selection command to the application linker of the portable communication device.” *Id.*, ¶¶ 29-30. And then, *Makhotin*’s “application linker may select the relevant payment application based on preferences and/or priority information stored at the application linker.” *Id.*, ¶ 30. Thus, *Makhotin* already discloses an application linker that prevents identifier conflicts by linking a unique payment application with an application identifier selected by the access device.

Nowhere does *Makhotin* identify any identifier conflicts between payment applications. Neither does the Petitioner. Petitioner’s expert conclusorily asserts that “[i]t is clear that there will be ambiguity in identifiers among the Payment Applications” allegedly because “all of them will require a ‘name’ and a form of ‘account number.’” EX1003, ¶ 118. But Petitioner’s expert provides no citations, evidence, or bases for this conclusion. *See id.* Furthermore, neither Petitioner nor its expert provide any evidence or reasons for why there would be any ambiguity in *Makhotin* when *Makhotin*’s application linker identifies the specific payment application for which information such as a name or account information are provided to the access device. *See Makhotin*, ¶¶ 29-30, 46, 134. Thus, Petitioner

fails to demonstrate why a POSITA would have been motivated to address the non-existent identifier-conflict problem in *Makhotin*.

Jones similarly discloses that “[e]ach mobile payment application may be stored in a secure memory and may be identified by an application identifier (AID) that is passed to the POS during a transaction.” *Jones*, ¶¶ 3, 26. *Jones* explains that “[a]n application identifier (AID) identifies a payment application installed on the mobile phone and may also indicate to a POS terminal how a transaction conducted using the corresponding payment application is processed.” *Id.*, ¶ 26. *Jones* discloses that “[a]n ‘application identifier’ (AID) may include any information that may identify an application installed on a device.” *Id.*, ¶ 37.

During a transaction, *Jones*’s access device “may send a ‘application selection’ command 306 with the selected AID to the application selection module 130 of the mobile device 110.” *Jones*, ¶ 80. Next, “upon receiving the application selection message 306, the application selection module 130 of the mobile device 110 may send a terminal transaction data request 308 to request transaction data from access device 150.” *Id.*, ¶ 81. “After receiving the terminal transaction data request 308, access device 150 may send, to the mobile application 113 of mobile device 110, the terminal transaction data 310 requested by the mobile application 113.” *Id.*, ¶ 82. And, “[o]nce the application selection module 130 of the mobile device 110 receives terminal transaction data 310, the

application selection module 130 may send a set of transaction processing information 312 including the payment credentials and any other relevant transaction processing information [corresponding to the selected AID] to the access device 150.” *Id.*, ¶ 83. Nowhere does *Jones* identify any identifier conflicts between its payment applications, each of which has a unique application identifier (AID). Neither do Petitioner or its expert. Thus, as it did for *Makhotin*, Petitioner fails to demonstrate why a POSITA would have been motivated to address the non-existent identifier-conflict problem in *Jones*.

Petitioner also cites *KSR Int’l Co. v. Teleflex Inc.*, 550 U.S. 398 (2007) to provide a catchall reason for combining *Makhotin* and *Jones* with *Coulomb*, asserting that “doing so was the application of known techniques ... to a known device ... ready for improvement to yield predictable results.” Pet., 14, 50-51. But as explained above, Petitioner fails to identify how *Makhotin* or *Jones* would be improved by implementing namespaces, even if *Makhotin* or *Jones* were to be modified to store documents different from payment cards. *See id.*, 14, 50-51. Nor does Petitioner explain why implementing namespaces in *Makhotin* or *Jones* would have yielded predictable results or what those predictable results would entail. *See id.*, 14, 50-51.

To summarize, neither *Makhotin* nor *Jones* discloses namespaces and Petitioner fails to show that a POSITA would have been motivated to modify

Makhotin's or *Jones's* application identifiers associated with each payment application with *Coulomb's* scheme of using namespaces.

IV. Conclusion

For the reasons set forth above, the Petition falls well short of establishing a reasonable likelihood that Petitioner would prevail with respect to any challenged claim. *See* 35 U.S.C. § 314(a). Accordingly, the Board should deny institution.

Dated: July 7, 2026

By: /Joshua L. Goldberg/
Joshua L. Goldberg, Lead Counsel
Reg. No. 59,369

CERTIFICATION OF WORD COUNT

Pursuant to 37 C.F.R. § 42.24, the undersigned hereby certifies that the foregoing Patent Owner's Preliminary Response contains 2,554 words as measured by the word-processing system used to prepare this paper.

Dated: July 7, 2026

By: /Joshua L. Goldberg/
Joshua L. Goldberg, Lead Counsel
Reg. No. 59,369

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **Patent Owner's Preliminary Response** was served on July 7, 2026, via email directed to counsel of record for the Patent Owner at the following:

Kenneth W. Darby, Jr.
Patrick Bisenius
Nicholas Stephens
Ryan Chowdhury
Fish & Richardson P.C.
60 South Sixth Street, Suite 3200
Minneapolis, MN 55402
IPR56407-0023IP1@fr.com
PTABInbound@fr.com

Petitioner has consented to service by email.

Dated: July 7, 2026

/William Esper/

William Esper
Senior Litigation Paralegal
Finnegan, Henderson, Farabow,
Garrett & Dunner LLP