

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ALLIANCE LAUNDRY SYSTEMS, LLC,
Petitioner,

v.

PAYRANGE LLC,
Patent Owner.

Case No. PGR2025-00027
Patent No. 11,966,920

PATENT OWNER'S SURREPLY

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I. INTRODUCTION

Petitioner’s reply confirms the petition’s failure to show unpatentability. Petitioner’s arguments repeatedly disavow positions taken in the petition, shift to new theories, and fail to respond to PayRange’s rebuttal evidence.

II. PETITIONER’S THEORY REGARDING LOW’S PURPORTED DISCLOSURE OF THE CLAIMED VISUAL INDICATION FAILS [1.6]

The petition relied on Low as teaching a user interface *configured to display a visual indication of the one or more payment accepting units*.¹ Pet., 36. The petition alleged that “a POSA would understand that the user device 110 [of Low] **is configured** to display the available machines.”² *Id.* Petitioner’s expert made the same assertion. EX1003, ¶123. While PayRange’s preliminary response noted that Low lacked such disclosure, the Board interpreted the petition’s theory as one of inherency—*i.e.*, Low’s device “would necessarily” display a visual indication of the machines. Institution Decision, 43-44. Petitioner’s reply disavows the Board’s interpretation. Reply, 4 (“Patent Owner argues against an inherency-type argument never advanced by Petitioner.”). Instead, citing *Acoustic Tech., Inc. v. Iron Networked Solutions, Inc.*, 949 F.3d 1366 (Fed. Cir. 2020), Petitioner argues

¹ Language in the claims is italicized throughout.

² Emphases added except where noted.

that a POSA would, “using common sense and appropriate perspective,” reasonably understand or infer from Low that the limitation is disclosed. *Id.*, 2-5.

Petitioner fails to meet its burden in arguing that a POSA would have reasonably understood or inferred that Low’s user device “is configured” to display available machines. In *Acoustic Tech.*, the Federal Circuit affirmed the Board’s finding that a reference disclosed CDMA communication based on its radio wave communication disclosures. 949 F.3d at 1373-74. In finding that CDMA could be reasonably inferred, the Board credited the petitioner’s expert, who “conducted a detailed analysis” to explain how the disclosed “radio wave communication was the same as CDMA.” *Id.* at 1374. This included identification of passages describing the specific radio wave communication in terms that were recognized to be CDMA. *Id.* The Federal Circuit also noted that the patent owner “provided no evidence to rebut” this testimony. *Id.*

Here, there is no testimony from Dr. Neuman to support a similar showing and what little testimony there is has been rebutted by PayRange’s expert Dr. Miller. For example, Petitioner argues that “Dr. Neuman’s interpretation” of Low is “the most practical and based on ‘the then-accepted wisdom in the field.’” Reply, 3. However, Dr. Neuman’s testimony does not support these allegations. The paragraph cited by Petitioner, which addresses a **different** limitation, provides no analysis regarding what was “the most practical” or “the then-accepted wisdom

in the field.” See EX1003, ¶125. And where Dr. Neuman addresses the relevant limitation, he only quotes certain passages discussing the transmission of machine identifiers (which Petitioner concedes are not displayed (Reply, 3)) and asserts a single conclusory statement that Low’s user device “is configured to display the available machines.” EX1003, ¶¶123-24. No “detailed analysis” was ever provided to explain how Low’s disclosure might lead to a reasonable inference that a visual indication of available machines is displayed. See *Acoustic Tech.*, 949 F.3d at 1373-74. In fact, Dr. Miller’s testimony demonstrates that it **cannot** be reasonably inferred as he discusses numerous other ways Low could be implemented, consistent with its disclosure, that **do not** involve displaying a visual indication. See EX2008, ¶¶60-62.

Petitioner does not rebut Dr. Miller’s testimony. While Petitioner characterizes Dr. Miller’s testimony as “nonsensical” (Reply, 4), Petitioner ignores that Dr. Miller provides several examples in which features can be provided to indicate the vending machine the user is purchasing from, all without involving the display of a visual indication of the machine. EX2008, ¶62. Petitioner’s attorney-argument characterization of Dr. Neuman’s testimony as “straightforward,” “practical,” and “the most common sense” is not only unsupported, it does nothing to rebut Dr. Miller’s testimony showing that Low cannot be read as teaching that its user device **is configured** to display the available machine.

Furthermore, Petitioner’s assertion that PayRange’s evidence “demonstrates only that other embodiments are taught” is incorrect and misleading. Low is **silent** on what, if anything, is displayed on the user device “such that the user is able to select one or more machines to purchase from.” EX1005, 2:26-28. As such, there are **no** embodiments taught by Low on this point, which further illustrates that the limitation is not taught.

Finally, to the extent Petitioner relies on “common sense” that displaying a visual indication would have been one obvious option for implementing Low, this theory was never laid out in the petition. The petition never relied on a theory of obviousness regarding limitation [1.6], only that Low’s device “**is configured**” as claimed. Pet., 36.

III. PETITIONER FAILS TO SHOW LOW TEACHES LIMITATION [1.12]

The petition advanced two theories as to how Low teaches limitation [1.12], both of which fail. First, under the guise of plain and ordinary meaning, the petition asserted that Low’s message, which merely informs a user of additional purchase options, satisfies the claimed *affordance*. Contrary to the petition’s analysis, the POR provided evidence demonstrating that the term *affordance* was understood by POSAs as an interactive user interface element that informs a user how to interact with the element and its intended use. POR, 7, 10-17. Petitioner’s reply fails to refute that evidence. Petitioner’s first theory thus can be rejected

because it fails to establish that Low's message is an *affordance* under its plain and ordinary meaning.

Petitioner's second theory can also be dispensed with. Petitioner's reliance on Low's payment button is based on an interpretation that Petitioner concedes does not comport with the plain language of the limitation. Petitioner's reply does nothing to salvage this deficiency.

A. Petitioner Fails to Show Low's Message Is an Affordance

While the petition purported to apply plain and ordinary meaning (Pet., 20), Petitioner's reply demonstrates that it has failed to do so here. Rather than dispute the evidence showing that *affordance* had an accepted meaning, Petitioner veers away from it and instead advocates for an unstated construction that, based on "the context of limitation [1.12] as a whole," effectively redefines the term. Reply, 6. Petitioner's only purported justification is an assertion that the specification does not describe an *affordance* that *indicates completion of the transaction*. *Id.*, 7. Petitioner's argument should be rejected. Not only does Petitioner effectively read the term *affordance* out of the claim, Petitioner is also wrong about the specification. Once Petitioner's improper and unsupported redefinition of *affordance* is rejected, Petitioner is left with no evidence establishing that Low teaches the claimed *affordance*.

As an initial matter, Petitioner sidesteps the issue by focusing its reply on a particular feature of the *affordance* recited in the claims. The issue, however, is the meaning of the term *affordance* itself, and the POR presented the only evidence of record regarding this meaning. This evidence is undisputed. Dr. Miller testified that *affordance* had a well-understood meaning as a type of interactive user interface element and he corroborated this with citations to the specification and the claims, which describe various *affordance* embodiments consistent with the understood meaning. POR, 10-17. Further demonstrating that *affordance* had an accepted meaning, Dr. Miller also cited to technical literature confirming the specification's description. *Id.* Petitioner does not respond to any of this evidence.³ Thus, the evidence of record overwhelmingly confirms the plain and ordinary meaning of *affordance* as set forth in the POR.

³ For example, Petitioner does not dispute that the embodiments identified in the POR are affordances, arguing only that they do not *indicate[] completion of a transaction*. Reply, 9-10. Although Petitioner argues “[t]here is no indication that the ‘abort affordance’ would necessarily be interactive” (Reply, 9-10), the specification clearly describes it as such, as Dr. Miller noted. EX1001, 37:9-12 (“[T]he user aborts the transaction by **selection** [of] an abort affordance **on the interface of the application 140**”); EX2008, ¶43.

In contrast, the petition lacked any support for its treatment of the term, including any credible expert testimony. Dr. Neuman admitted to not having an understanding of the term *affordance* and was only able to gain an alleged (and unstated) understanding through a (still) undisclosed source. EX2010, 50:3-7. While Petitioner attempts to brush this relevant admission aside as “a one-off sentence” (Reply, 5), the entire context of Dr. Neuman’s cross-examination testimony confirms the lack of any objective evidence supporting the petition’s grounds of challenge with respect to the claimed *affordance*. See EX2010, 49:9-51:23.

Rather than respond with any rebuttal evidence, Petitioner instead opts to attribute a different meaning to *affordance* solely on the basis that Petitioner can only identify a “message” as *indicat[ing] completion of a transaction* in the specification. See Reply, 10. At the outset, this attempt to rewrite the meaning of a claim term in Petitioner’s reply is directly contrary to the position advanced in the petition and thus should be rejected. The petition purported to apply the plain and ordinary meaning. Pet., 20. Now, despite not contesting the evidence establishing that plain and ordinary meaning of *affordance*, Petitioner disavows it in favor of one that extends the term to also encompass a non-interactive “message” (despite the evidence demonstrating that these terms are distinct (POR, 11-12)). If, as Petitioner newly alleges, *affordance* has been redefined in the

context of the claims to extend beyond interactive user interface elements, then Petitioner was required to provide that analysis in the petition.

Moreover, Petitioner's allegation that *affordance* cannot have its plain and ordinary meaning because it "would exclude the only embodiment" is wrong.

Reply, 7. The specification provides an embodiment of an interactive user interface element that informs a user how to interact with the element to complete the transaction. The specification describes an interactive element that can be slid via "a 'swipe-to-pay' feature" (which Petitioner does not dispute is an *affordance* (Reply, 9)). The specification explains that this element (*e.g.*, a dollar bill representation) allows a user "to perform an electronic transaction with the machine 120" by interacting with the element through a sliding motion across the mobile device. EX1001, 36:34-45; *see also id.*, 36:46-47 (element allows the user to "initiate[] and perform[] a transaction with the machine 120"). An interactive element that informs the user that the transaction will be performed when the user slides it is *an affordance that, in response to user input, indicates completion of a transaction*. Indeed, the specification explicitly describes this feature as enabling the user "to transfer payment to the payment accepting unit 120," where "[t]he transaction is completed just as if cash was inserted in the machine 120." *Id.*, 7:27-31. Thus, contrary to Petitioner's attorney argument, the specification describes the claimed *affordance* because it describes an interactive user interface

element that indicates to the user that the transaction will be performed by transferring payment to the machine upon a visible sliding motion. While Petitioner focuses on description that a “message” can also separately confirm completion of the transaction (Reply, 7), this does not undermine the specification’s teachings of *an affordance* that allows the transaction to be initiated **and performed** (*i.e.*, completed), and indicates the same as a result of the user’s interaction.⁴

Petitioner makes no claim that Low’s message is an interactive element that informs a user how to interact with the element and its intended use. Petitioner therefore fails to show that Low teaches the claimed *affordance*.

B. Petitioner’s Reliance on Low’s Payment Button Is Insufficient

The only remaining petition theory relies on Low’s payment button. Pet., 46. As explained in the POR, this theory is facially deficient and improper under Director precedent. POR, 26-28 (citing *Revvo Techs., Inc. v. Cerebrum Sensor Techs., Inc.*, IPR2025-00632, Paper 20 (Director Nov. 3, 2025) (precedential)). Applying an interpretation allegedly derived from PayRange’s infringement contentions, the petition advanced a construction that rewrote the claims to recite

⁴ To the extent Petitioner argues disclosure requires *ipsis verbis* description, this is wrong. *Martin v. Johnson*, 454 F.2d 746 (CCPA 1972).

an affordance that, in response to user input, indicates **initiation** of the transaction. Pet., 46-47.

Petitioner does not dispute that its payment button theory was based on such a construction. Reply, 10-12, 17-18. Rather, in a footnote, Petitioner contends that it was not improper. *Id.*, 18 n.1. Notwithstanding Petitioner’s citation to a non-binding Board decision from 2020 (*id.*), *Revvo* and other recent Director decisions reject Petitioner’s approach. For example, in *Revvo*, the Director found the petition deficient because it failed to identify “how the claim language is to be construed” when petitioner “accept[ed] Patent Owner’s proposed constructions” despite disagreeing with those constructions. *Revvo*, Paper 20, 3-4.

The Director has confirmed this extends to alleged constructions interpreted from infringement contentions. In *Infineon Technologies Americas Corp. v. Mosaid Technologies Inc.*, the Director denied institution when the petitioner presented alternative grounds that applied the prior art under two different unpatentability theories, one based on the petitioner’s interpretation and the other based on the patent owner’s construction “as gleaned from its infringement allegations.” IPR2025-01465, Paper 27, 2-3 (Director Mar. 17, 2026).

Characterizing the petitioner’s alternative grounds as “problematic,” the Director rejected the petitioner’s approach to “asserting multiple unpatentability theories at once,” stressing that “a petitioner should present a single construction and apply

that construction consistently before the Board and the district court.” *Id.*, 3-4.

Petitioner does the same thing here with its alternative mapping of Low’s payment button based on PayRange’s infringement contentions. *See* Pet., 46-47. Under *Revvo* and *Infineon*, this is improper and Petitioner’s theory can be rejected on this basis.

Further showcasing the impropriety of Petitioner’s theory, Petitioner alters it in reply. Petitioner now contends that because PayRange “points to the same ‘Pay’ button in Petitioner’s system as indicating both **initiation** and **completion** of the transaction,” then “a single pay button,” such as Low’s, necessarily meets the limitation. Reply, 10-11 (emphasis original). This is new. The petition mapped Low’s payment button based on PayRange’s alleged application of the limitation as “indicating initiation” and explicitly contrasted this mapping with the “indicating completion” interpretation of its alternative, message-based theory. *Compare* Pet., 46-47 and EX1003, ¶147, with Reply, 10. Petitioner’s reply argument applying yet another interpretation of PayRange’s infringement contentions that now also includes “indicating initiation and completion” can be dismissed as untimely.

Moreover, Petitioner’s argument that “Low’s ‘payment button or option’ is functionally identical to” the specification’s dollar bill affordance (Reply, 12) is logically flawed because it presumes that all payment buttons provide the same

functionality. As explained, the '920 patent describes the dollar bill affordance as “perform[ing] the transaction” where “the user ‘swipes’ to transfer payment to the payment accepting unit 120,” “just as if cash was inserted in the machine.”

EX1001, 7:13-33, 36:34-45. Low, in contrast, describes that when the user selects its payment button, a payment request is communicated to the payment provider server, which then must approve the request and communicate an approval to the user device. POR, 32-33. Petitioner provides no evidence or explanation as to how this form of payment button “is functionally identical” to the '920 patent’s embodiment.

Notwithstanding this distinction, Petitioner’s theory also fails because Low describes the payment button in a **different** embodiment. Petitioner does not dispute this. Reply, 11-12. Instead, Petitioner newly argues that “Low expressly contemplates” combining the payment button with its first embodiment because Low states that “the ordering of various steps” may be changed or combined. *Id.*, 11 (citing EX1005, 13:60-64).

As an initial matter, Petitioner’s arguments should have been presented in the petition. Petitioner does not dispute that the petition provided no explanation as to why a POSA would have sought to combine the embodiments of Low.

Petitioner’s belated attempt to gap-fill the petition’s deficiency should be rejected. *See Abiomed, Inc. v. Maquet Cardiovascular, LLC*, IPR2017-01204, Paper 9, 10-

11 (PTAB Oct. 23, 2017) (finding petition deficient for failing “to provide a sufficient rationale to combine” different embodiments).

Petitioner’s arguments also fail on the merits. Low’s statement that various **steps** may be combined is a far cry from “expressly contemplat[ing]” that the **payment button** of one embodiment can be combined with another. Petitioner’s reliance on a generic boilerplate statement is insufficient to establish a motivation to combine. *MarkForged, Inc. v. Continuous Composites, Inc.*, IPR2022-00679, Paper 24, 15-16 (PTAB Sep. 26, 2023) (finding boilerplate language that “various features” “may be provided in combination in a single embodiment” “falls short” of establishing motivation to combine different embodiments).

Moreover, Petitioner attempts to downplay its failed petition showing by asserting that the differences between Low’s embodiments “are not material,” arguing that the first embodiment teaches “using a user device to ‘make the purchase,’ which a POSA would understand to be a payment button.” Reply, 11-12. However, the cited evidence fails to support Petitioner’s assertion. Nowhere in Low’s discussion of its first embodiment does it mention a payment button (like it does with its second). See EX1005, 2:11-62. And Petitioner’s citation to Dr. Neuman’s declaration provides no analysis that “a POSA would understand” the first embodiment to include “a payment button.” EX1003, ¶145. Instead, Dr.

Neuman **exclusively** relies on Low’s second embodiment and provides no discussion of its applicability to the first. *Id.*

IV. PETITIONER FAILS TO SHOW THE DEPENDENT CLAIMS ARE OBVIOUS

A. Claims 2 and 16

Petitioner argues PayRange “attacks [a] straw man inherency argument” (Reply, 13), but it was Petitioner who asserted that the identified *message* “**would be** displayed on the user interface.” Pet., 49-50. Dr. Neuman asserted the same. EX1003, ¶158. PayRange noted the lack of support, as there would have been other ways the message could be displayed. POR, 36-37. In reply, Petitioner now contends that “Low teaches displaying a message is on the user device [sic]” by stringing together two different parts of Low, one of which is newly cited and does not mention messages that are displayed on the user device. *Compare* Reply, 13 (citing EX1005, 2:20-23, 7:35-39) *with* Pet., 49-50 (citing only EX1005, 7:35-39) *and* EX1003, ¶158 (same). Petitioner’s attempt to newly manufacture a disclosure in Low should be rejected.

B. Claim 3

Petitioner argues Low satisfies claim 3 because Low’s “transaction history processing” “occurs between the user device and vending machine” and “can only be transmitted to the server through the user device.” Reply, 13. Petitioner incorrectly presumes that the transaction history Low describes originates at the

vending machine or user device. Petitioner does not respond to the POR, which noted that Low's payment provider server has its own "transaction history processing" that originates at the server. POR, 39-40; EX2008, ¶¶88-90; EX1005, 6:51-7:35. Because the server saves a record of **its own processing history**, there is no evidence in Low that this information "is exchanged between the user device 110 and vending machine 120 and ultimately sent to the payment provider," as was asserted in the petition. Pet., 50. The reply simply ignores PayRange's evidence establishing Petitioner's assertion as incorrect.

C. Claim 4

Petitioner's reply for claim 4 further highlights its flawed reading of Low. Petitioner asserts a POSA would understand the transaction history processing to include "'product price' and a 'receipt.'" Reply, 13-14. As an initial matter, Petitioner has no response to PayRange's argument that the petition's citation to "product price" refers to a different embodiment. *Id.*; POR, 41-42. In addition, Petitioner newly asserts that Low's "transaction history processing" also includes a "receipt." Reply, 14. Despite citing to its expert, Dr. Neuman makes no such assertion. EX1003, ¶167.

Moreover, Low does not describe that a "receipt" is exchanged between the machine and user device prior to server storage. Low describes the "receipt" as part of the approval processed by the server and communicated to the user device.

EX1005, 9:39-46, 12:5-8. As the POR explained, it would make no sense for the server to first transmit an approval to the user device, which would then transmit it to the vending machine, only for the machine to transmit the approval back to the server for storage. POR, 40-41 n.4.

D. Claims 5-6 and 18-19

Petitioner defends its reliance on Low's generic disclosure of "tak[ing] appropriate actions as desired" and incorrectly contends that Dr. Miller "interprets Low as teaching all limitations of these claims" because "[d]enying the purchase request is a failure of the transaction." Reply, 14. Petitioner again fails to respond to the deficiencies identified in the POR. The claims require that the information indicating abortion or failure of the transaction **is exchanged between the mobile device and the available payment accepting unit**. As Dr. Miller explained, there is no support in Low that this type of information is transmitted to the vending machine. EX2008, ¶¶96-99; POR, 43-44. Thus, whether denial of the purchase request by the server can be characterized as information that *indicates failure* (or *abortion*) *of the transaction* (an assertion that was never advanced in the petition) is irrelevant. Petitioner still has failed to provide sufficient evidence that this is sent to the vending machine.

E. Claim 7

Petitioner argues that Arora “determines ‘whether the user is walking away from the available payment accepting unit’” because it “determines the location of a customer at two different points.” Reply, 14-15. The only support Petitioner provides is an attorney-annotated figure of Arora. *Id.*, 15-16. As the POR noted, Arora only discloses calculating the distance of a customer relative to the vending machine and determining whether that distance meets a certain threshold (*e.g.*, dispensing distance), which prompts the system to proceed to the next step (*e.g.*, sending a dispense command). See EX1006, 18:44-19:5, FIG. 6; POR, 45-47. Arora does not disclose determining the **direction** the customer is walking, such as whether the customer is walking away. Petitioner’s misleading and self-serving annotations are insufficient to satisfy its burden.

Furthermore, regarding *canceling the wireless communication path*, Petitioner does not contest that neither Low nor Arora describes this step. See Reply, 16-17; POR, 47. Petitioner only takes issue with PayRange’s arguments regarding the proffered motivation, where Petitioner chooses to ignore the very theory advanced in the petition. Both Petitioner and Dr. Neuman asserted that a POSA would have been motivated to cancel the communication path because it would “conserve resources.” Pet., 55; EX1003, ¶¶94, 186-88. Dr. Miller explained how this premise was **false**: canceling the path would not conserve

resources, it would expend **more** resources. EX2008, ¶¶115-16. Thus, Petitioner’s reply argument that “the law does not require that a particular combination must be the preferred, or the most desirable, combination” is a red herring. Reply, 16-17. Petitioner’s stated motivation to arrive at the limitation was to “conserve resources” and PayRange provided evidence disproving this. Petitioner backing away from its proffered motivation is not a rebuttal, and its failure to address PayRange’s evidence highlights the deficiency. *See ActiveVideo Networks, Inc. v. Verizon Comms., Inc.*, 694 F.3d 1312, 1327-28 (Fed. Cir. 2012) (affirming finding that motivation to make system “more efficient” was factually unsupported and “generic”).

F. Claim 10

Petitioner does not contest that Low describes that inventory data can be transmitted to the user device even without a communication link between the device and vending machine. Reply, 17. Instead, Petitioner responds that, because there are instances where it is possible to receive inventory data when a link is established, the inventory data *indicates that the wireless communication path has been established*. *Id.* Petitioner’s arguments are new. The petition argued that “receiving and displaying the inventory data” in and of itself is an indication of an established wireless communication path because the inventory data “could not be received” otherwise. Pet., 59. The POR established this as false because Low

teaches that inventory data can be received without a wireless communication path. Thus, Petitioner’s argument that the receipt of inventory data can serve as an indication of an established communication path in instances where the user device receives the data through a short-range link is new and improper. Even so, Petitioner’s argument remains flawed—if inventory data can be received both with and without a connection, then it follows that its receipt does not indicate an established connection.

V. PETITIONER FAILS TO SHOW CLAIMS 1-20 ARE PATENT-INELIGIBLE

Petitioner’s reply arguments fail to show that claims 1-20 are patent-ineligible. First, Petitioner fails to carry its burden in establishing that collateral estoppel applies to the ’920 patent claims by failing to prove that the same issues have been previously decided. Second, Petitioner fails on the merits. The petition materials fail to support Petitioner’s contention that the claims “recite” the identified abstract idea. Moreover, Petitioner does not dispute that it supported its assertions that the claimed elements were well-known, routine, and conventional by relying on the petition’s obviousness assertions. Thus, Petitioner’s §101 assertions fail for the same reasons as its obviousness case.

A. Petitioner Fails to Establish Collateral Estoppel Applies

Petitioner concedes that there are differences between the ’920 patent claims and the ’614 patent claims, but Petitioner nevertheless contends “the issues of

patentability are identical.” Reply, 18-19. However, as the POR explained, it is Petitioner’s burden to identify the particular issues that were previously decided and establish that they are identical to the issues raised here. See POR, 53-57. Petitioner fails to meet that burden.

First, Petitioner concedes that claim 1 of the ’920 patent requires identifying payment units *based at least in part on an identifier or location*, while claim 1 of the ’614 patent requires detecting “predefined radio messages.” Petitioner also does not dispute the POR’s showing that the specification treats these features as distinct. See POR, 53-54. Instead, Petitioner only argues that “the Board found the ‘issue of patentability’ did not extend ‘beyond the judicial exception, i.e., the additional elements.’” Reply, 19 (quoting ’614 PGR FWD, 37). But the cited portion of the Board’s decision does not mention an “issue of patentability” nor does Petitioner identify what the alleged issue is. As the POR noted, the Board only opined on the impact of “predefined radio messages” to the §101 analysis. POR, 54-55. Although Petitioner attempts to analogize these prior findings (Reply, 19), it does not mean that **the same finding** has already been decided by the Board. There is no dispute that “predefined radio messages” are a different feature than what is claimed. Thus, Petitioner fails to show that the Board’s findings necessarily decide the same issue here.

Petitioner further misrepresents the '920 patent's prosecution history by arguing that the Examiner's double-patenting rejection supports collateral estoppel as to patent-ineligibility. Reply, 20. This is wrong for several reasons. The Examiner's application of double-patenting was based on **obviousness**, not §101. See M.P.E.P. §804 ("analysis for 'obviousness-type' double-patenting is 'similar to'" §103 analysis). Indeed, despite finding the '920 patent claims "not patentably distinct" from the '614 patent claims, the Examiner also found the claims to be patent-eligible under §101. EX1002, 4039-40. Moreover, the Examiner never opined that **claim 1** of the '920 patent is materially indistinct from **claim 1** of the '614 patent, as Petitioner argues for collateral estoppel. *Id.*, 150.

Second, beyond the identifier limitation, there is also no dispute that the '920 claim 1 recites several other features that have no correspondence in the '614 claim 1. These limitations specify additional user interface requirements, including *a visual representation of the available payment accepting unit* (limitation [1.10]), *an indication of a balance* (limitation [1.11]), and *an affordance that, in response to a user input, indicates completion of the transaction* (limitation [1.12]). The presence of these limitations alone should defeat any finding that the issues are identical.

Petitioner also tries to dismiss the relevance of claim 11 of the '614 patent, which was not found to be patent-ineligible. Reply, 20-21. In particular, Petitioner

mischaracterizes PayRange’s argument as purportedly alleging that the claims are “materially identical.”⁵ *Id.*, 20. This misses the point—the POR merely pointed out that, for limitations where any correspondence can be found, the Board reached a **different** result. POR, 56. This provides additional evidence that the Board’s findings for the ’614 claim 1 do not resolve the same issues here.

Petitioner also contends that “the prior petitioner’s failure of evidence is not determinative of” collateral estoppel because “for the aspects of these claims that do overlap, Petitioner showed why these user interface elements do not impact the issue of patentability as they are merely conventional representations of data on a well-known user interface.” *Id.* Petitioner’s assertion only proves that claim 1 of the ’920 patent involves materially different issues. The Board must assess, **in the first instance**, whether Petitioner’s allegations that these limitations were “conventional” are sufficient. That the Board must resolve an issue never addressed or considered for claim 1 of the ’614 patent necessarily shows that the claim differences materially alter the question of invalidity.

Furthermore, Petitioner **does not dispute** that the meaning of the term *affordance* was **not an issue** in the Board assessment of claim 1 of the ’614 patent.

⁵ The POR only noted that **Petitioner** characterized these limitations as “highly similar.” POR, 56.

This further highlights Petitioner’s failure to establish identity of the issues. *See* POR, 57-58.

Finally, *IronSource* does not support Petitioner’s assertion that “collateral estoppel for §101” can be “applied on a limitation-by-limitation basis.” Reply, 21 (citing *IronSource Ltd. v. Digital Turbine Inc.*, PGR2022-00053). The Board in *IronSource* merely concluded anticipation and obviousness issues were identical to those resolved in a prior proceeding because the presently challenged claims were broader. The Board made no determination that collateral estoppel applied to some parts of a claim but not others (*i.e.*, the limitation-by-limitation approach Petitioner urges here). *IronSource*, Paper 58, 9-16.

B. Petitioner Fails to Show that the Claims Recite an Abstract Idea

Petitioner acknowledges that it is not enough to establish that the claims **involve** the identified abstract idea, it must be shown that they **recite** it. Reply, 21-22. Petitioner contends it makes this showing at petition pages 80-83. *Id.*, 22. But, these pages merely contend that claim 1 “is directed to the abstract idea of identifying a merchant and enabling completion of a purchase from the merchant.” Pet., 80. Petitioner does not point to any limitations that **recite** this idea. Pet., 80-83; Reply, 21-22. At best, Petitioner only asserts that the claim merely **involves** identifying a merchant and enabling completion of a purchase. This is insufficient to satisfy Petitioner’s burden under Step 2A.

Moreover, Petitioner unconvincingly dismisses the POR's rebuttal of the petition's assertion that claim 1 "can be performed by a human in the mind or via oral, or written communication with a merchant." POR, 64-68 (citing Pet., 80). In particular, Petitioner asserts that PayRange's arguments "read in" specific embodiments, but this misses the point. Reply, 22. PayRange is not contending that the "exact examples" disclosed in the specification should be read into the claims. *Id.* Instead, as Petitioner's expert acknowledged, the claims are generally directed to the manual mode, which require user interaction with the mobile device. *See* EX2010, 58:3-60:10. While Petitioner takes issue with the POR's discussion of certain examples, the POR also identifies **specific claim limitations** that reflect specific mobile device features that a user must interact with to perform the recited method. POR, 65-66. Petitioner provides no evidence or explanation as to how these particular limitations "can easily be performed in the human mind." Reply, 22-23.

Finally, regarding the petition's failure to analyze the claim as a whole, Petitioner contends the petition does so when it asserts that "[n]othing in Claim 1 integrates the abstract idea into a practical application that imposes a meaningful limit on the abstract idea,' followed by an identification of the generic elements recited in the claim." Reply, 23 (citing Pet., 84). Thus, Petitioner takes the facially indefensible position that the claims preempt the entire idea of identifying a

merchant and enabling completion of a purchase from that merchant. What's more, this is precisely what the Office identifies as improper analysis. Reminders on 101 at 3-4 ("the additional limitations should not be evaluated in a vacuum, completely separate from the recited judicial exception"). As noted in the POR, this is material. As Dr. Neuman agreed, the claim recites limitations that interact with one another to recite a user interface that provides an ordered combination of functionality and interactivity on a mobile device, which demonstrates that the claim, as a whole, meaningfully limits any judicial exception to a particular practical application. POR, 70-71. Petitioner has no response to this rebuttal evidence.

C. Petitioner Fails to Show that the Claims Recite Well-Known, Routine, and Conventional Elements

Petitioner confirms that the petition relied on "the prior art cited in the obviousness analysis" as the backbone of its Step 2B analysis. Reply, 24.

PayRange's showing that the prior art fails to teach recited limitations is thus determinative of Petitioner's §101 assertions and further demonstrates Petitioner's failure to meet its burden.

Petitioner additionally argues that "Dr. Miller acknowledged that each of the hardware elements recited in Claim 1 were known" and "each recited step is a function performed by the generic mobile device." Reply, 24-25. Petitioner's arguments essentially suggest that, because mobile devices were known, any

mobile device interface is necessarily ineligible. But the claims recite specific hardware and software features that provide for particular user interactivity, which Petitioner tried and failed to show was “well-known, routine, and conventional.” Asserting that mobile devices themselves were known does not end the analysis. *See Berkheimer v. HP Inc.*, 881 F.3d 1360, 1369 (Fed. Cir. 2018) (“Whether a particular technology is well-understood, routine, and conventional goes beyond what was simply known in the prior art.”).

Petitioner’s reliance on its obviousness analysis and erroneous assertions regarding the prior art carry over to the dependent claims. Reply, 25-27. The prior art does not evidence that limitations recited in the dependent claims were known at all, let alone “well-known, routine, and conventional.” Petitioner thus fails to meet its burden for the dependent claims.

VI. CONCLUSION

Petitioner fails to meet its burden of establishing the unpatentability of the challenged claims.

Respectfully submitted,

Date: April 10, 2026

/ Matthew A. Argenti /
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CERTIFICATE OF COMPLIANCE

Pursuant to §42.24(d), the undersigned certifies that this paper contains no more than 5,600 words, not including the portions of the paper exempted by §42.24(c). According to the word-processing system used to prepare this paper, the paper contains 5596 words.

Respectfully submitted,

Date: April 10, 2026

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CERTIFICATE OF SERVICE

I certify that the foregoing Patent Owner's Surreply was served on this 10th day of April, 2026, on the Petitioner at the following electronic service addresses:

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