

UNITED STATES PATENT AND TRADEMARK OFFICE

---

BEFORE THE PATENT TRIAL AND APPEAL BOARD

---

MICROSOFT CORPORATION,  
Petitioner

v.

SANDPIPER CDN, LLC,  
Patent Owner

---

Case IPR2026-00095  
U.S. Patent No. 8,478,903

---

**PATENT OWNER'S OPPOSITION TO PETITIONER'S  
MOTION FOR JOINDER TO *INTER PARTES* REVIEW IPR2025-00969**

***Mail Stop PATENT BOARD***  
Patent Trial and Appeal Board  
U.S. Patent & Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-14

**TABLE OF CONTENTS**

I. INTRODUCTION .....1

II. THE BOARD SHOULD DENY MICROSOFT’S MOTION FOR JOINDER AND DENY INSTITUTION .....1

    A. Microsoft’s reliance on Google’s declarant results in a Petition that is inappropriate for joinder.....2

    B. Microsoft seeks to join an IPR that was wrongly instituted according to every other application of the Office’s current discretionary denial considerations.....5

    C. Microsoft’s IPR suffers the same clear deficiencies in merit as the Google IPR, which was improperly instituted.....11

III. CONCLUSION.....15

**TABLE OF AUTHORITIES**

**Cases**

*Amgen Inc. v. Bristol-Meyers Squibb Co.*,  
IPR2025-00601, Paper 9 (PTAB July 24, 2025).....10

*Apple Inc. v. Fintiv, Inc.*,  
IPR2020-00019, Paper 11 (PTAB Mar. 20, 2020).....10, 11

*Apple Inc. v. Uniloc LLC*,  
IPR2020-00854, Paper 9, 5 (PTAB Oct. 28, 2020).....5

*Belden Inc. v. Commscope, Inc.*,  
IPR2025-00833, Paper 13 (PTAB Sept. 12, 2025).....10

*Carvana, LLC v. Int’l Business Machines Corp.*,  
IPR2025-00564, Paper 11 (PTAB July 10, 2025).....7

*Datadome S.A. v. Arkose Labs Holdings, Inc.*,  
IPR2025-00693, Paper 13 (PTAB August 14, 2025).....9

*Dentsply Sirona Inc. v. Osseo Imaging, LLC*,  
IPR2025-00771 .....8

*Facebook, Inc. v. Windy City Innov., LLC*, 973 F.3d 1321 (Fed. Cir. 2020).....5

*iRhythm Techs., Inc. v Welch Allyn, Inc.*,  
IPR2025-00363, Paper 10 (PTAB June 6, 2025) .....10

*Microsoft Corp. v. Dialect, LLC*,  
IPR2025-00657, Paper 12 (PTAB August 14, 2025).....9

*Murata Manufacturing Co., Ltd. v. Georgia Tech Research Corp.*,  
IPR2025-00383, IPR2025-00384 .....7

*Omnivision v. RE Secured Networks*,  
IPR2025-01019, Paper 14 (PTAB Oct. 10, 2025).....6

*Oneplus Tech. Co., Ltd. v. Pantech Corp.*,  
IPR2025-00783, Paper 12 (PTAB Sept. 12, 2025).....10

*Opensky Industries, LLC v. VLSI Technology LLC*,  
IPR2021-01056 .....2, 3

*Proppant Express Investments, LLC v. Oren Techs., LLC*,  
IPR2018-00914, Paper 38 (PTAB Mar. 13, 2019).....1, 5

*Samsung Elecs. Co., Ltd. v. iCashe, Inc.*,  
IPR2025-00642, Paper 11 (PTAB August 14, 2025) .....9

*Samsung Elecs. Co., Ltd. v. iCashe, Inc.*,  
IPR2025-00643, Paper 11 (PTAB August 14, 2025) .....9

*Samsung Elecs. Co., Ltd. v. Keyless Licensing LLC*,  
IPR2025-00528, IPR2025-00529 (denying review of U.S. Patent  
No. 11,503,144, which expired May 19, 2025, based on settled  
expectations) (PTAB July 17, 2025) .....7

*Samsung Elecs. Co. Ltd. v. Mobile Data Techs., LLC*,  
IPR2025-00535, IPR2025-00536 .....7

*Samsung Elecs. Co., Ltd. v. Mobile Data Techs., LLC*,  
IPR2025-00537 (PTAB August 14, 2025), et seq. ....8

*Samsung Elecs. Co. Ltd. v. VB Assets, LLC*,  
IPR2025-00866, Paper 13 .....10

*SAP America, Inc. v. Valtrus Innovations Ltd.*,  
IPR2025-00415, IPR2025- 00417, IPR2025-00418, IPR2025-  
00420.....7

*SportRadar AG v. SportsCastr Inc.*,  
IPR2025-00265, Paper 19 (Stewart June 25, 2025) .....5

*T-Mobile USA, Inc. v. Smart RF Inc.*,  
IPR2025-00727, Paper 13 (PTAB July 29, 2025) .....7

*Vertiv Corp. v. Valtrus Innovations Ltd.*,  
IPR2025-00667 (PTAB July 31, 2025) et. seq.....7

*Volkswagon Group of America, Inc. v. Longhorn Automotive Group  
LLC*, IPR2025-00925, Paper 9 (PTAB Sept. 12, 2025) .....10

**Statutes**

35 U.S.C. § 315(c) ..... 1

**Other Authorities**

37 C.F.R. § 42.1(b) ..... 1

37 C.F.R. § 42.20(c)..... 1

37 C.F.R. § 42.122(b) ..... 1

## **I. INTRODUCTION**

Patent Owner Sandpiper CDN, LLC (“Patent Owner”) submits this response in opposition to Microsoft Corporation’s (“Petitioner” or “Microsoft”) Motion for Joinder (Paper 3) to join its “copycat” petition with IPR2025-00969 (“the Google IPR”), filed by Google LLC (“Google”). To secure the “just, speedy, and inexpensive resolution” of these proceedings, the Board should deny the Motion for Joinder and deny institution of the Microsoft IPR. 37 C.F.R. § 42.1(b).

## **II. THE BOARD SHOULD DENY MICROSOFT’S MOTION FOR JOINDER AND DENY INSTITUTION**

Joinder may be authorized by the Board when warranted. 35 U.S.C. § 315(c). A petitioner has the burden of proof to establish that joinder is appropriate. 37 C.F.R. §§ 42.20(c), 42.122(b). Joinder is appropriate only in “limited circumstances where fairness requires it and to avoid undue prejudice to a party.” *Proppant Express Investments, LLC v. Oren Techs., LLC*, IPR2018-00914, Paper 38 at 16 (PTAB Mar. 13, 2019).

Joinder is inappropriate because:

(1) Microsoft relies entirely on Dr. Mowry’s declaration from the Google IPR without any indication that it has actually retained Dr. Mowry or could produce him for cross-examination if Google does not. The Board has made clear that such a deficiency precludes joinder.

(2) U.S. Patent No. 8,478,903 (“the ’903 patent”) is expired. The Office has clearly and repeatedly stated that reviewing expired patents is not an efficient use of Board resources. Allowing Microsoft to join the erroneously instituted Google IPR would compound the error in that deviation from Office policy and commit even more resources to a petition at odds with the Office’s current guidance.

(3) Microsoft’s copycat IPR suffers the same deficiencies in merit as the Google IPR, which will ultimately fail to show that any of the challenged claims are unpatentable. Joinder therefore does not promote efficiency.

Patent Owner discusses each deficiency in turn, below.

**A. Microsoft’s reliance on Google’s declarant results in a Petition that is inappropriate for joinder.**

Instead of retaining Dr. Mowry or retaining its own expert, Microsoft wholesale filed Dr. Mowry’s declaration from the Google IPR. EX1003, 1 (case caption identifying *Google v. Sandpiper*), 12 (Dr. Mowry was “retained by Google LLC”). Microsoft provides no indication that it has retained Dr. Mowry or that Dr. Mowry would testify on Microsoft’s behalf should the Google IPR be terminated. Accordingly, Microsoft submits a deficient Petition that is inappropriate for joinder. *See OpenSky Industries, LLC v. VLSI Tech. LLC*, IPR2021-01056, Paper 18 (PTAB Dec. 23, 2021) (denying institution of a copycat petition where the petitioner relied exclusively on expert declarations from another

proceeding without retaining the declarant); *OpenSky*, Paper 22 (PTAB Mar. 28, 2022) (rehearing decision confirming the same).

In *OpenSky v. VLSI*, the Board denied institution of a petition that attempted to use the same tactic that Microsoft uses here. Specifically, petitioner OpenSky filed a declaration by Dr. Singh from a related Intel IPR but failed to retain Dr. Singh or “its own expert for a new declaration.” *OpenSky*, IPR2021-01056, Paper 18 at 7. The Board admonished such a tactic, noting that “[t]here is no indication that Petitioner ever spoke to Dr. Singh or attempted to retain him for this proceeding or secure his availability for cross examination before filing his declaration.” *Id.* at 8; *see also id.* at 7 (“[W]e have no evidence from Dr. Singh that he would be willing to testify here.”).

Further, the Board denied OpenSky’s suggestion that it could engage Dr. Singh later or provide a substitute expert. *Id.* at 7-8. The Board determined that institution was not justified “with the mere expectation that Petitioner will find an acceptable substitute declarant once trial is instituted.” *Id.* at 9. Ultimately, the Board determined that OpenSky’s tactic resulted in a deficient petition and denied institution. *Id.* (“It is Petitioner’s burden to show unpatentability, and in support of

its case Petitioner has brought forth the testimony of an expert that Petitioner likely cannot produce for cross-examination and would likely be excluded.”).<sup>1</sup>

Microsoft’s petition is similarly deficient. Microsoft has not submitted any evidence or indication that Dr. Mowry would be willing to testify on Microsoft’s behalf or in the Microsoft IPR proceeding. Rather than providing such assurances, Microsoft simply filed an exact copy of Dr. Mowry’s declaration from the Google IPR. In view of the Board’s admonition of this tactic in *OpenSky*, Microsoft has failed to meet its burden and responsibility to properly secure a declarant for its Petition, which extensively cites Dr. Mowry’s declaration throughout. Because Microsoft failed to resolve this issue before filing the Petition, Microsoft submitted a Petition that is inappropriate for joinder. *Id.*

In the absence of any evidence that Dr. Mowry would be available for cross-examination, Patent Owner is left to speculate as to Dr. Mowry’s availability should Google withdraw from its IPR challenge. The proceedings cannot properly be joined absent any evidence of how Microsoft would produce Dr. Mowry for

---

<sup>1</sup> While *OpenSky* involved an exclusive arrangement between another party and the expert, the Board’s rationale equally applies here because Microsoft has also failed to provide any evidence that Dr. Mowry would be a willing participant to this proceeding.

cross-examination. Doing so would result in a pending IPR with no expert available to resume the Google IPR proceeding on Microsoft's behalf. Microsoft's choice to file Dr. Mowry's declaration without affirmatively retaining Dr. Mowry adds unnecessary procedural complexity to the completion of these IPR proceedings and demonstrates that joinder is inappropriate.

In view of Microsoft's improper reliance on expert testimony without securing a declarant for cross-examination, Patent Owner would suffer undue prejudice if the Microsoft IPR is instituted and joined to the Google IPR. Accordingly, this is not one of the "limited circumstances" where joinder is appropriate. *Proppant*, IPR2018-00914, Paper 38 at 16.

**B. Microsoft seeks to join an IPR that was wrongly instituted according to every other application of the Office's current discretionary denial considerations.**

A petition that does not warrant institution cannot be joined. *See Facebook, Inc. v. Windy City Innovations, LLC*, 973 F.3d 1321, 1332 (Fed. Cir. 2020). "[D]iscretionary considerations are first reviewed for the Petition on its own, and then reviewed if joinder were to be granted." *SportRadar AG v. SportsCastr Inc.*, IPR2025-00265, Paper 19 at 2 (Stewart June 25, 2025); *see also Apple Inc. v. Uniloc 2017 LLC*, IPR2020-00854, Paper 9 at 5 (PTAB Oct. 28, 2020). The Google IPR did not warrant institution at least because the challenged patent is expired. *See Google LLC v. Sandpiper CDN, LLC*, IPR2025-00806, Paper 16 at 2-

4 (PTAB Nov. 13, 2025) (collecting cases). Allowing Microsoft to join that IPR only compounds that error and the resulting inefficiencies.

Indeed, in direct conflict with every other discretionary decision issued under the current procedures, the Panel Decision referred the Google IPR petition to the Board despite the Board's otherwise consistent policy regarding settled expectations. *See* Google IPR, Paper 13 (PTAB Oct. 10, 2025) ("Panel Decision"). With respect to the '903 patent being expired, this Panel Decision incorporated the erroneous analysis from IPR2025-00806. Panel Decision at 2 ("Because the proceeding in IPR2025-00969 presents essentially the same discretionary considerations as those presented in IPR2025-00806 and IPR2025-00826, that analysis is incorporated here.").

In IPR2025-00806, the Acting Chief Administrative Patent Judge inexplicably found that settled expectations weighed **in favor** of referral because the challenged patents were expired. *Id.* at 2. This purported finding directly contradicts every other discretionary denial decision since the Office has considered "settled expectations" in deciding institution. To remedy the error, Patent Owner filed a Petition for Director Review. *See Google v. Sandpiper*, IPR2025-00806, Paper 16 (petitioning the Director to review the referral to the Board of IPR2025-00806 and IPR2025-00826). Patent Owner will do so in the Google IPR challenging the '903 patent as well.

As stated in the Petition for Director Review, the Office has unequivocally established that when a patent has been in force for a long time, the settled expectations of the parties and the public favor discretionarily denying institution of *inter partes* review. See *OmniVision Techs., Inc. v. RE Secured Networks, LLC*, IPR2025-01019, Paper 14 (PTAB Oct. 10, 2025); *SAP America, Inc. v. Valtrus Innovations Ltd.*, IPR2025-00415 (Paper 10), IPR2025-00417 (Paper 9), IPR2025-00418 (Paper 10), IPR2025-00420 (Paper 11) (PTAB July 10, 2025). Since *SAP America*, the Office has consistently found that the “settled expectations” of the parties favors discretionary denial due to the age of the patent *where the patent is expired*. See, e.g., *Samsung Elecs. Co. Ltd. v. Mobile Data Techs., LLC*, IPR2025-00535 (Paper 16), IPR2025-00536 (Paper 13) (denying review of U.S. Patent No. 9,032,039, which expired June 18, 2023, based on settled expectations) (PTAB July 10, 2025); *Carvana, LLC v. Int’l Business Machines Corp.*, IPR2025-00564, Paper 11 (PTAB July 10, 2025) (denying review of U.S. Patent No. 7,702,719, which expired July 10, 2022, based on settled expectations); *Samsung Elecs. Co., Ltd. v. Keyless Licensing LLC*, IPR2025-00528 (Paper 13), IPR2025-00529 (Paper 13) (PTAB July 17, 2025) (denying review of U.S. Patent No. 11,503,144, which expired May 19, 2025, based on settled expectations); *Murata Manufacturing Co., Ltd. v. Georgia Tech Research Corp.*, IPR2025-00383 (Paper 14), IPR2025-00384 (Paper 13) (PTAB July 29, 2025) (denying review of U.S.

Patent No. 7,489,914, which expired July 27, 2024, based on settled expectations); *T-Mobile USA, Inc. v. Smart RF Inc.*, IPR2025-00727, Paper 13 (PTAB July 29, 2025) (denying review of U.S. Patent No. 7,035,345, which expired August 14, 2023, based on settled expectations); *Vertiv Corp. v. Valtrus Innovations Ltd.*, IPR2025-00667 (Paper 11) (denying review of U.S. Patent No. 6,854,287, which expired August 2, 2022, based on settled expectations), IPR2025-00668 (Paper 10) (denying review of U.S. Patent No. 6,718,277, which expired April 17, 2022, based on settled expectations), IPR2025-00669 (Paper 11) (denying review of U.S. Patent No. 6,862,179, which expired April 15, 2023, based on settled expectations) (PTAB July 31, 2025); *Dentsply Sirona Inc. v. Osseo Imaging, LLC*, IPR2025-00771 (Paper 8) (denying review of U.S. Patent No. 6,381,301, which expired 2019, based on settled expectations), IPR2025-00772 (Paper 8) (denying review of U.S. Patent No. 6,944,262, which expired August 9, 2020, based on settled expectations), IPR2025-00787 (Paper 8) (denying review of U.S. Patent No. 8,498,374, which expired December 1, 2019, based on settled expectations) (PTAB July 31, 2025); *Samsung Elecs. Co., Ltd. v. Mobile Data Techs., LLC*, IPR2025-00537 (Paper 15), IPR2025-00538 (Paper 15) (denying review of U.S. Patent No. 8,825,801, which expired June 18, 2023, based on settled expectations), IPR2025-00539 (Paper 15), IPR2025-00540 (Paper 15) (denying review of U.S. Patent No. 8,793,336, which expired August 12, 2024, based on settled expectations),

IPR2025-00541 (Paper 15), IPR2025-00542 (Paper 15) (denying review of U.S. Patent No. 9,922,348, which expired August 12, 2024, based on settled expectations), IPR2025-00543 (Paper 15), IPR2025-00544 (Paper 15) (denying review of U.S. Patent No. 9,619,578, which expired April 28, 2024, based on settled expectations) (PTAB August 14, 2025); *Samsung Elecs. Co., Ltd. v. iCashe, Inc.*, IPR2025-00642 (Paper 11) (denying review of U.S. Patent No. 8,403,219, which expired February 22, 2025, based on settled expectations), IPR2025-00643 (Paper 11) (denying review of U.S. Patent No. 9,202,156, which expired February 22, 2025, based on settled expectations) (PTAB August 14, 2025); *Microsoft Corp. v. Dialect, LLC*, IPR2025-00657, Paper 12 (PTAB August 14, 2025) (denying review of U.S. Patent No. 9,263,039, which expired August 5, 2025, based on settled expectations); *Datadome S.A. v. Arkose Labs Holdings, Inc.*, IPR2025-00693, Paper 13 (PTAB August 14, 2025) (denying review of U.S. Patent No. 7,373,510, which expired September 23, 2024, based on settled expectations).

The '903 patent expired on September 24, 2023. There is little public benefit in proceeding to trial to cancel such an expired patent given that the subject matter of the patent is already available to the public. Moreover, where a patent has been in force for 20 years and expired, patent owner has a settled expectation in the validity of the patent. Accordingly, settled expectations here favor discretionary

denial, just as they have every other time the Office has considered discretionary denial of an expired patent under the current bifurcated framework.

Moreover, the Office has consistently found settled expectations to be one of the most heavily weighted factors *against* institution, outweighing other factors that may favor referral to a merits panel. *See See iRhythm Techs., Inc. v Welch Allyn, Inc.*, IPR2025-00363, Paper 10 (PTAB June 6, 2025) (denying institution based on “settled expectations” despite other factors weighing in favor of institution); *Amgen Inc. v. Bristol-Meyers Squibb Co.*, IPR2025-00601, Paper 9 (PTAB July 24, 2025) (denying institution based on “settled expectations” for patent in force six years without parallel litigation); *Oneplus Tech. Co., Ltd. v. Pantech Corp.*, IPR2025-00783, Paper 12 (PTAB Sept. 12, 2025) (finding that the lack of a trial date in co-pending litigation was outweighed by settled expectations for a nine-year-old patent); *Belden Inc. v. Commscope, Inc.*, IPR2025-00833, Paper 13 (PTAB Sept. 12, 2025) (finding that settled expectations for a nine-year-old patent outweighed *Fintiv* where the Final Written Decision was projected six months before the scheduled trial date); *Samsung Elecs. Co. Ltd. v. VB Assets, LLC*, IPR2025-00866 (Paper 13), IPR2025-00867 (Paper 13), IPR2025-00868 (Paper 13), IPR2025-00869 (Paper 13) (PTAB Sept. 12, 2025) (finding settled expectations for a ten-year-old patent justified denial where *Fintiv* factors were neutral); *Volkswagon Group of America, Inc. v. Longhorn Automotive Group LLC*,

IPR2025-00925, Paper 9 (PTAB Sept. 12, 2025) (finding settled expectations for a 13-year-old patent outweighed neutral *Fintiv* factors and allegations of examiner error). It has never found settled expectations to be the deciding factor favoring institution, especially where the patent was expired.

In view of this legal error, the Google IPR was wrongfully referred. The Board would duplicate and compound this error if the Microsoft IPR was also referred to the merits panel, instituted, and joined to the Google IPR. Instead, an appropriate consideration of the discretionary factors should result in a denial of institution for the Microsoft IPR. Patent Owner will further explain the bases for discretionary denial of the Microsoft IPR in the Discretionary Denial Brief, including an analysis of *Fintiv* factors that weigh in favor of denial. *See Apple Inc. v. Fintiv, Inc.*, IPR2020-00019, Paper 11 (PTAB Mar. 20, 2020) (precedential); *see also* Memorandum from Acting Director Stewart, Interim Processes for PTAB Workload Management (March 26, 2025).

**C. Microsoft’s IPR suffers the same clear deficiencies in merit as the Google IPR, which was improperly instituted.**

Like the Google IPR, the copycat Microsoft IPR relies on a single reference—Kenner—that fails to disclose, teach, or suggest the claim elements. Claim limitations absent from Kenner include: (1) associating a *first alias name* and a *second alias name* with a *first resource* and a *second resource*, respectively, and *at least one shared repeater server* ([1.c]-[1.f]); and (2) *the at least one shared*

*repeater server is further constructed and adapted to analyze, using the table, an alias name received with a client request for a particular resource to determine a content provider associated with the particular resource ([1.g]).* The Examiner recognized the novelty of these features during original prosecution. See EX1002, 249.

The Microsoft IPR relies on Kenner's video ID to teach an *alias name* and Kenner's index manager ("IM") for a *shared repeater server*. But Kenner's video ID is not an *alias name* associated with a *resource* and *at least one shared repeater server* used to direct requests from a client machine to a repeater server. Nor is Kenner's video ID stored in a table that is used to analyze *an alias name received with a client request for a particular resource to determine a content provider associated with the particular resource*.

On November 28, 2025, the Board wrongly instituted the Google IPR on the merits. See Google IPR, Paper 14 ("Institution Decision"). The Board improperly conflated Kenner's various components and selectively read around Kenner's disclosure to reach a decision to institute based on the flawed Ground in Google's Petition. For instance, in discussing limitations [1.c]-[1.f], the Board erroneously determined that Kenner's video ID is associated with both a *resource associated with a content provider* and *at least one shared repeater server*. Institution Decision at 10-13.

The Board erred by determining that Kenner’s “clip database” teaches an association between video ID (*alias name*) and PIM (*at least one repeater server*). *Id.* at 11 (“Petitioner does not assert that Kenner’s ID identifies a repeater server, relying instead on Kenner’s clip database.”). Kenner’s “clip database” does not identify a repeater server or otherwise associate the video ID with an IM. Instead, “the clip database” indicates which “extended SRUs 66” store videos, not which IMs store the videos. EX1005, 34:3-6, 34:10-11. These “extended SRUs” are not IMs (the purported *repeater server*), and instead are “Storage and Retrieval Unit[s]” that “store audio-visual data in a plurality of audio-visual storage.” *See id.*, 17:29-32.

Recognizing that the “clip database” alone does not teach an association between the video ID and an IM, the Board also identified an entirely different database that stores “all other IMs connected to the system” and can include “information on the types of files stored by the IM’s SRU’s.” Institution Decision, 11 (*citing* EX1005, 41:1-6). This second database and video ID can indicate the category of content with “content coordinate data”—e.g., a content area may be “news:sports:baseball.” *See* EX1005, 36:28-31, 38:6-8, 41:3-4.

The Board stated that “Kenner’s video ID includes content coordinate data that may ‘match with the regional IMs [repeater servers] that have subscribed to that type of file.’” Institution Decision, 12 (*citing* EX1005, 36:20-30). But such a

match only identifies a subset of IMs from which the PIM can retrieve content on behalf of a user. Kenner’s “content coordinate data” does not identify a particular repeater server to which user requests may be *directed*. Nor does the video ID itself (i.e., the *alias name*) specify a repeater server. As the Board noted, Kenner’s video ID includes only “a multidimensional set of content-characterization coordinates plus a unique file name’ as well as ‘the content provider’s account number, . . . a time stamp, and a time period over which the file is relevant.’” Institution Decision, 13 (*citing* EX1005, 36:28-29, 36:32-37:5). This differs from the ’903 patent where the alias name itself identifies both the resource and the repeater server. EX1001, 9:44-55 (“[I]f www.example.com is the origin server, names for three repeaters might be created: wr1.example.com[,] wr2.example.com[, and] wr3.example.com.”).

Then, for limitation [1.g], the Board erroneously determined that Kenner’s “clip database” teaches *the table used to analyze . . . an alias name received with a client request for a particular resource to determine a content provider associated with the particular resource*. But Kenner’s use of the “clip database” does not teach any actual analysis of an *alias name* (i.e., the video ID) with respect to the *table* (i.e. the clip database). Instead, Kenner describes a scenario in which, when neighboring IMs do not have the desired clip, a PIM “will then contact the source IM 90, where the content provider first uploaded the file.” EX1005, 41:13-15,

41:15-16 (“The Internet address of the source IM 90 is provided in the clip database of the PIM 64.”). Presumably, this would involve looking up the address of the source IM in the clip database using the video ID. But such a lookup does not teach any analysis of the video ID, let alone analyzing the video ID using the table. This function differs from the ’903 patent where a repeater can (1) use the table of alias names to identify the origin server for the resource within the *alias name received with a client request* and (2) assess whether a corresponding content provider is authorized to use that particular repeater. EX1001, 9:56-59.

In view of these flaws and others, the Board erred in instituting the Google IPR. These same issues exist in the copycat Microsoft IPR. Patent Owner will further explain why the Microsoft IPR does not warrant institution in the Preliminary Response.

### **III. CONCLUSION**

For the foregoing reasons, the Board should deny Microsoft’s Motion for Joinder and deny institution of the Microsoft IPR. 37 C.F.R. § 42.1(b).

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX PLLC

/Jason D. Eisenberg/

Jason D. Eisenberg, Registration No. 43,447  
Daniel S. Block, Registration No. 68,395  
Kristina Caggiano Kelly, Registration No. 58,164  
Timothy L. Tang, Registration No. 75,187  
Todd C. Thurheimer, Registration No. 76,231  
*Counsel for Patent Owner Sandpiper CDN, LLC*

Date: December 3, 2025

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

**CERTIFICATION OF SERVICE**

I certify that the above-captioned **PATENT OWNER'S OPPOSITION TO PETITIONER'S MOTION FOR JOINDER TO *INTER PARTES* REVIEW IPR2025-00969** was served in its entirety on December 3, 2025, upon the following parties via electronic mail:

Jessica Kaiser (Lead Counsel) [kaiser-ptab@perkinscoie.com](mailto:kaiser-ptab@perkinscoie.com)  
Christopher Marando (Back-Up Counsel) [marando-ptab@perkinscoie.com](mailto:marando-ptab@perkinscoie.com)  
Matthew Lembo (Back-Up Counsel) [lembo-ptab@perkinscoie.com](mailto:lembo-ptab@perkinscoie.com)  
Steven Beigelmacher (Back-Up Counsel) [beigelmacher-ptab@perkinscoie.com](mailto:beigelmacher-ptab@perkinscoie.com)  
Sarah Fowler (Back-Up Counsel) [stahnke-ptab@perkinscoie.com](mailto:stahnke-ptab@perkinscoie.com)  
[Microsoft-Sandpiper-IPR@perkinscoie.com](mailto:Microsoft-Sandpiper-IPR@perkinscoie.com)  
PERKINS COIE LLP

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX PLLC

/Jason D. Eisenberg/

Jason D. Eisenberg  
Registration No. 43,447  
*Attorney for Patent Owner Sandpiper CDN, LLC*

Date: December 3, 2025

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