

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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TARGET CORPORATION,  
Petitioner,

v.

PROXICOM WIRELESS, LLC,  
Patent Owner.

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IPR2020-00933  
Patent 8,374,592 B2

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Before BRIAN J. McNAMARA, CHARLES J. BOUDREAU, and  
SEAN P. O'HANLON, *Administrative Patent Judges*.

O'HANLON, *Administrative Patent Judge*.

JUDGMENT  
Final Written Decision  
Determining Some Challenged Claims Unpatentable  
*35 U.S.C. § 318(a)*

## I. INTRODUCTION

### A. Background

Target Corporation (“Petitioner”) filed a Petition for *inter partes* review of claims 19–23, 25, 26, 28, and 29 (“the challenged claims”) of U.S. Patent No. 8,374,592 B2 (Ex. 1001, “the ’592 patent”). Paper 2 (“Pet.”), 1. Proxicom Wireless, LLC (“Patent Owner”) filed a Preliminary Response. Paper 9. On November 10, 2020, we instituted an *inter partes* review of the challenged claims on all grounds raised in the Petition. Paper 10 (“Institution Decision” or “Inst. Dec.”), 32.

Subsequent to institution, Patent Owner filed a Patent Owner Response (Paper 18, “PO Resp.”), Petitioner filed a Reply to the Patent Owner Response (Paper 21, “Pet. Reply”), and Patent Owner filed a Sur-reply to Petitioner’s Reply (Paper 22, “PO Sur-reply”). An oral hearing was held on August 19, 2021. A transcript of the hearing has been entered into the record. Paper 28 (“Tr.”).

In our Scheduling Order, we notified the parties that “any arguments for patentability not raised in the [Patent Owner] response may be deemed waived.” *See* Paper 11, 10; *see also* Patent Trial and Appeal Board Consolidated Trial Practice Guide 66 (Nov. 2019) (“The patent owner response . . . should identify all the involved claims that are believed to be patentable and state the basis for that belief.”).<sup>1</sup>

For the reasons that follow, we conclude that Petitioner has proven by a preponderance of the evidence that claims 19–23 of the ’592 patent are

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<sup>1</sup> Available at <https://www.uspto.gov/TrialPracticeGuideConsolidated>.

unpatentable. Petitioner, however, has failed to meet its burden of proof regarding the unpatentability of claims 25, 26, 28, and 29.

#### B. Real Parties in Interest

Petitioner identifies itself as the sole real party in interest. Pet. 6.

Patent Owner identifies itself as the sole real party in interest.

Paper 4, 2.

#### C. Related Matters

The parties indicate that the '592 patent is the subject of the following district court proceedings:

*Proxicom Wireless, LLC v. Target Corporation*, No. 6:19-cv-1886 (M.D. Fla. filed Oct. 2, 2019)<sup>2</sup> (“the District Court litigation”) and

*Proxicom Wireless, LLC v. Macy’s, Inc.*, No. 6:18-cv-00064 (M.D. Fla. filed Jan. 12, 2018).

Pet. 6; Paper 4, 2.

#### D. The Challenged Patent

The '592 patent disclosure “is generally concerned with facilitating the exchange of information and transactions between two entities associated with two wireless devices when the devices are in close proximity to each other utilizing both a short range and a long range wireless capability.”

Ex. 1001, 2:55–59. The devices use a short range communication protocol, such as Bluetooth, only to detect the presence of other devices and use a

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<sup>2</sup> Stayed on June 17, 2020 pending resolution of ten petitions for *inter partes* review filed by Petitioner. See Paper 6.

long range communication protocol, such as Wi-Max, to communicate with a central server and to perform the actual substantive communications with other devices. *Id.* at 6:35–48. Each device transmits identifier information via short range communication as a proximity detection process. *Id.* at 6:51–55. This use of peer-to-peer short range communication beneficially allows proximity between devices to be determined without the need of a global positioning system (GPS), which may not always be present or available for use. *Id.* at 3:57–64. Use of a central server to mediate communications between the devices beneficially provides security to the transaction, allows for anonymity between the parties, and implements policy enforcement. *Id.* at 4:14–62.

In one application, only a user's device is capable of long range communication and the second device is only capable of broadcasting its identifier information. Ex. 1001, 7:22–31. This application is illustrated in Figure 2, which is reproduced below:

Figure 2

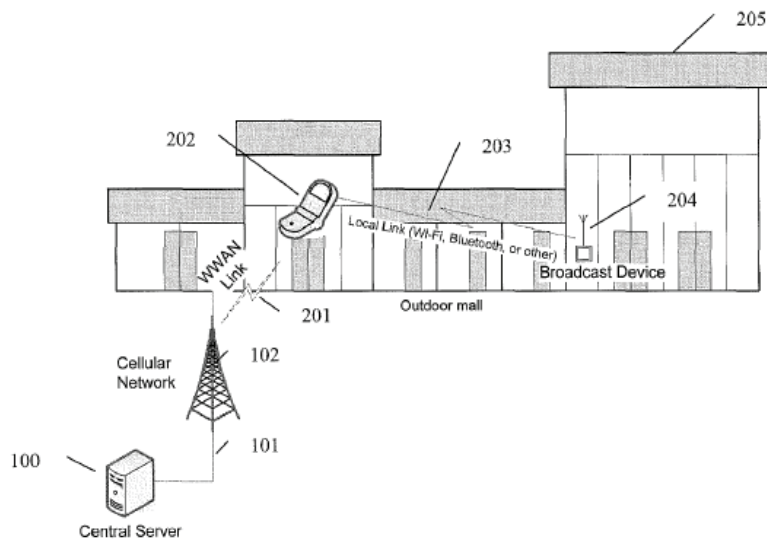


Figure 2 shows a block diagram of fixed broadcast device 204 and mobile device 202. *Id.* at 5:9–10. The user’s mobile device detects the broadcast device and transmits the broadcast device’s identifier information, along with a request for information regarding the broadcast device, to central server 100. *Id.* at 14:48–60. The server determines what information regarding the broadcast device is available and transmits a description of the information to the user’s device. *Id.* at 14:61–63. The user then has the option to download the information. *Id.* at 14:63–15:3.

#### E. The Challenged Claims

Petitioner challenges claims 19–23, 25, 26, 28, and 29 of the ’592 patent. Pet. 1, 10. Claims 19 and 25 are independent. Claim 19 is illustrative of the challenged claims and is reproduced below:

19. A method for a server to exchange information with one or more wireless devices comprising the steps of:

the server receiving identifier information from a first wireless device using a wide area wireless network, the identifier information provided to the first wireless device from a second wireless device using short range wireless communication;

said server using identifier information to determine information concerning an entity or object located in proximity to the second wireless device; and

the server delivering information to the first wireless device based at least in part upon the identifier information and information representing a reward for an entity associated with the first wireless device’s participation in a loyalty program, wherein said information includes a name associated with said entity or object located in proximity to the second wireless device or a name associated with said loyalty program as determined by the server utilizing said identifier information.

Ex. 1001, 24:56–25:7.

F. Instituted Grounds of Unpatentability

The Petition relies on the following prior art references:

Name	Reference	Exhibit
Perttila	US 2004/0243519 A1, published Dec. 2, 2004	1006
Insolia	US 8,121,917 B2, issued Feb. 21, 2012	1008
Davis	US 2010/0030638 A1, published Feb. 4, 2010	1009

We instituted trial based on all asserted claims and grounds of unpatentability as follows:

Claims Challenged	35 U.S.C. §	References
19–23	103(a) <sup>3</sup>	Perttila, Insolia
25, 26, 28, 29	103(a)	Perttila, Davis

Pet. 10. Petitioner submits a declaration of Mr. David Hilliard Williams (Ex. 1003, “Williams Declaration”) in support of its contentions. Patent Owner submits a declaration of Michael Foley, Ph.D. (Ex. 2010, “Foley Declaration”) in support of its contentions.

## II. ANALYSIS

### A. Principles of Law

To prevail in its challenge to Patent Owner’s claims, Petitioner must demonstrate by a preponderance of the evidence that the claims challenged in the Petition are unpatentable. 35 U.S.C. § 316(e) (2018); 37 C.F.R.

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<sup>3</sup> The application resulting in the ’592 patent was filed prior to the date when the Leahy-Smith America Invents Act (“AIA”), Pub. L. No. 112–29, 125 Stat. 284 (2011), took effect. Thus, we refer to the pre-AIA version of section 103.

§ 42.1(d) (2019). This burden of persuasion never shifts to Patent Owner. *Dynamic Drinkware, LLC v. Nat'l Graphics, Inc.*, 800 F.3d 1375, 1378 (Fed. Cir. 2015).

A claim is unpatentable under 35 U.S.C. § 103(a) if the differences between the claimed subject matter and the prior art are such that the subject matter, as a whole, would have been obvious at the time of the invention to a person having ordinary skill in the art. *KSR Int'l Co. v. Teleflex, Inc.*, 550 U.S. 398, 406 (2007). The question of obviousness is resolved on the basis of underlying factual determinations including (1) the scope and content of the prior art, (2) any differences between the claimed subject matter and the prior art, (3) the level of skill in the art, and (4) when in evidence, any objective evidence of nonobviousness.<sup>4</sup> *Graham v. John Deere Co.*, 383 U.S. 1, 17–18 (1966).

#### B. Level of Ordinary Skill in the Art

Petitioner contends that a person having ordinary skill in the art at the time of the invention (“POSITA”) would have had “a Bachelor’s degree in Electrical Engineering, or a related field, and approximately 3-5 years of professional experience in the field of wireless communications.” Pet. 14. Petitioner acknowledges that “graduate education could substitute for professional experience” and “significant experience in the field could substitute for formal education.” *Id.* (citing Ex. 1003 ¶¶ 36–38).

Patent Owner concedes that the level of skill as defined by Petitioner “is sufficient for the Board to evaluate the Petition Grounds.” PO Resp. 9.

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<sup>4</sup> The parties have not directed us to any such objective evidence.

The level of ordinary skill in the art may be evidenced by the references themselves. *See Okajima v. Bourdeau*, 261 F.3d 1350, 1355 (Fed. Cir. 2001); *In re GPAC Inc.*, 57 F.3d 1573, 1579 (Fed. Cir. 1995); *In re Oelrich*, 579 F.2d 86, 91 (CCPA 1978). The level of ordinary skill proposed by Petitioner appears to be consistent with that of the references, and we apply Petitioner's proposed level of ordinary skill for purposes of this Decision.

### C. Claim Construction

In an *inter partes* review, claims are construed using the same claim construction standard that would be used to construe the claims in a civil action under 35 U.S.C. § 282(b), including construing the claims in accordance with the ordinary and customary meaning of such claims as understood by one of ordinary skill in the art and the prosecution history pertaining to the patent. 37 C.F.R. § 42.100(b). Thus, we apply the claim construction standard as set forth in *Phillips v. AWH Corp.*, 415 F.3d 1303 (Fed. Cir. 2005) (en banc).

Claim terms are generally given their ordinary and customary meaning as would be understood by one with ordinary skill in the art in the context of the specification, the prosecution history, other claims, and even extrinsic evidence including expert and inventor testimony, dictionaries, and learned treatises, although extrinsic evidence is less significant than the intrinsic record. *Phillips*, 415 F.3d at 1312–17. Usually, the specification is dispositive, and it is the single best guide to the meaning of a disputed term. *Id.* at 1315.

Only those terms that are in controversy need be construed, and only to the extent necessary to resolve the controversy. *Nidec Motor Corp. v. Zhongshan Broad Ocean Motor Co.*, 868 F.3d 1013, 1017 (Fed. Cir. 2017) (citing *Vivid Techs., Inc. v. Am. Sci. & Eng’g, Inc.*, 200 F.3d 795, 803 (Fed. Cir. 1999)).

Petitioner contends that it “interprets the claim terms according to their plain and ordinary meaning consistent with the specification.” Pet. 15. Petitioner asserts that the challenged claims use “terms of degree (e.g., ‘short range’ communication/link, ‘wide area’ link/network/technology),” but does not explain how this assertion affects claim construction. *Id.* Petitioner acknowledges that “[a] district court in another proceeding has construed terms of this patent,” but argues that those “constructions do not impact the outcome of this IPR as the prior art . . . meets the limitations under these constructions.” *Id.* (citing Ex. 1003 ¶ 71; Ex. 1021).

Patent Owner argues that we should interpret two claim terms: “an entity or object located in proximity to the second device” and “wireless device.” PO Resp. 12–19. We address each of these terms below.

*1. “an entity or object located in proximity to the second device”*

Patent Owner argues that “an entity or object located in proximity to the second wireless device,” as used in independent claims 19 and 25, should be construed “to require that the claimed ‘entity or object’ must have a physical presence.” PO Resp. 11. According to Patent Owner, “the reference to the object being ‘located in proximity to the second device’ makes clear that the claimed ‘object’ of that phrase must be physically present.” *Id.* at 12. Patent Owner argues similarly that “located in proximity to the second device” also applies to the recited “entity,” thus requiring “that

the ‘entity’ referred to in this claim element must be physically present.” *Id.* at 13. Patent Owner argues that “proximity” is used in accordance with its ordinary and customary meaning and refers to physical placement. *Id.* at 14–17.

Petitioner argues that we need not construe “entity or object” to require a physical presence as proposed by Patent Owner because a device can be in proximity to intangible objects. Pet. Reply 2–3. Petitioner argues that Patent Owner’s citations to the ’592 patent’s use of “proximity” are not relevant to how the term is used in the claims. *Id.* at 3–4 (citing PO Resp. 15–17). Petitioner argues that Patent Owner’s declarant did not base his interpretation of “proximity” on how the term is used in the specification of the ’592 patent. *Id.* at 4–5.

Patent Owner replies that “object” must be construed to have a physical presence because “the claimed ‘object’ is limited by the requirement that it be ‘located in proximity to the second device.’” PO Sur-reply 1; *see also id.* at 2–4 (presenting similar arguments). Patent Owner contends that Petitioner’s assertions regarding Patent Owner’s declarant take the testimony out of context. *Id.* at 5–9. According to Patent Owner, “the issue here [is] whether the claimed ‘entity or object’ can be ‘located in proximity to the second wireless device’ if the ‘entity or object’ is not physically present.” *Id.* at 5.

Notwithstanding the arguments in its briefing, Petitioner’s counsel acknowledged during the hearing that the claims require the entity or object to have a physical presence. *See, e.g.,* Tr. 8:17–19 (“[T]here’s no debate . . . that physical presence is connoted by the word ‘proximity’ and by ‘located.’”). There is, accordingly, no controversy regarding whether “an

entity or object located in proximity to the second device” requires the entity or object to have a physical presence. Moreover, as explained below our decision does not depend on an express construction of this term. We conclude, therefore, that there is no need for us to construe this term.

2. “*wireless device*”

Patent Owner argues that, as recited in the challenged claims, “wireless device” “refer[s] to wireless communication capabilities, not that a wireless device would be precluded from having any external wires whatsoever.” PO Resp. 19. However, Patent Owner concedes that construction of “wireless device” is “not necessary to resolve the dispute here.” *Id.*

Petitioner argues that “‘wireless device’ should be construed as a device without external wires,” noting that the claims of the ’592 patent recite a “wireless device” rather than a “wireless communication device.” Pet. Reply 5. However, Petitioner also concedes that construction of this term is unnecessary. *Id.*

No construction of this term is necessary. The parties both agree that no construction is needed, and as explained below our decision does not depend on a construction of this term.

D. Overview of the Asserted Prior Art

1. *Perttila*

Perttila discloses “a system, apparatus, and method for sending service data in response to electronic communications between a user communications device and a merchant-media arrangement.” Ex. 1006 ¶ 8. Figure 1a shows such a system and is reproduced below:

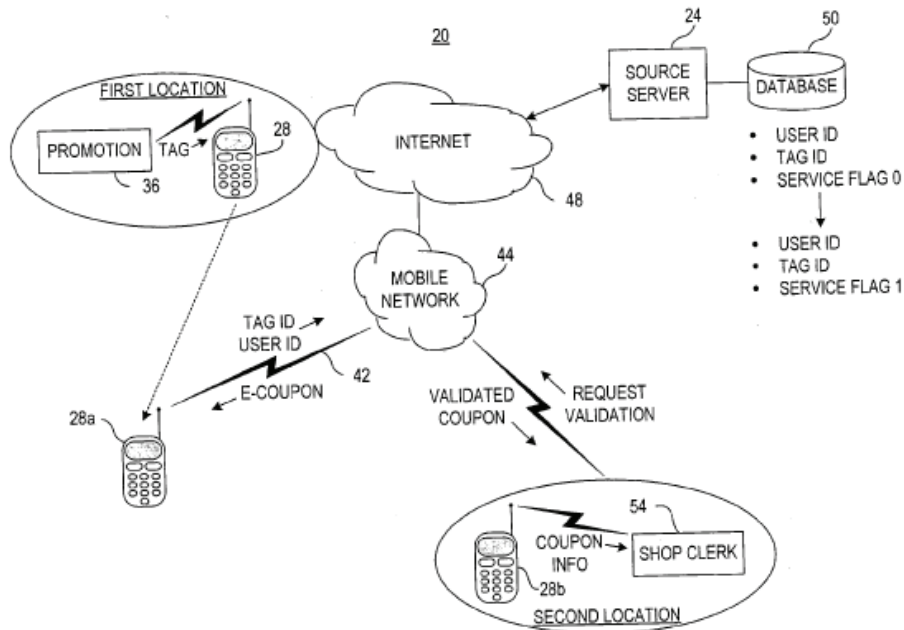
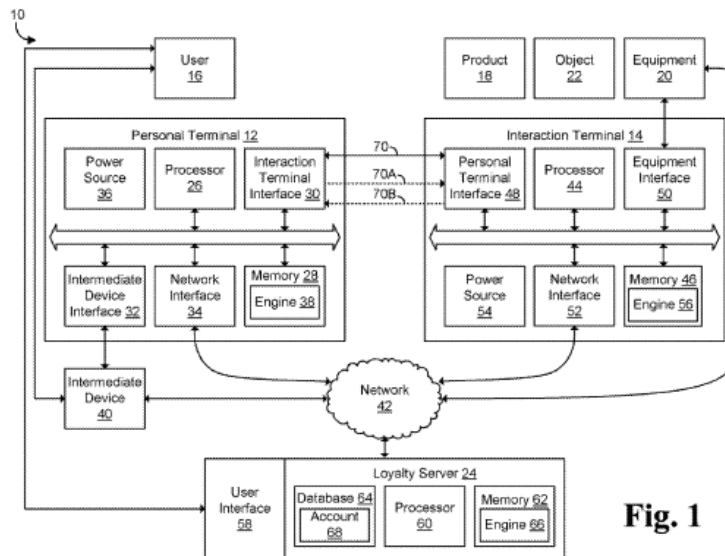


FIG. 1a

Figure 1a shows coupon-retrieval system 20 for the communication of an electronic coupon to user 28 via link 42 established with source server 24 by mobile communications device 28a. *Id.* ¶¶ 19, 36. When the user's mobile device is within proximity of merchant-media arrangement 36, which may be a poster or the like, the arrangement transmits to the mobile device a merchant ID code and, optionally, link information for connecting to the server. *Id.* ¶ 37. This transmission may be via radio frequency identification (RFID) or Bluetooth. *Id.* The mobile device establishes a communication link with the server through a mobile network or the Internet and transmits a merchant-information-request signal to the server. *Id.* ¶ 38. The server first extracts the mobile device ID and the merchant ID code from the request. *Id.* The server then generates an electronic coupon based on the merchant ID code and provides the user with an option to download the coupon. *Id.* ¶¶ 28, 37–39.

2. *Insolia*

Insolia discloses “systems and methods for implementing a loyalty program.” Ex. 1008, 1:7–8. Insolia recognizes that, regarding the immediate consumption channel, which provides food and beverages that are immediately available and ready to consume from vending machines and the like, the diverse nature of the equipment used and of the consumer’s interaction with the equipment can complicate the implementation of broad marketing opportunities. *Id.* at 1:12–55. Insolia purports to provide a system that overcomes these drawbacks. *Id.* at 2:7–11. Figure 1 illustrates Insolia’s system and is reproduced below:



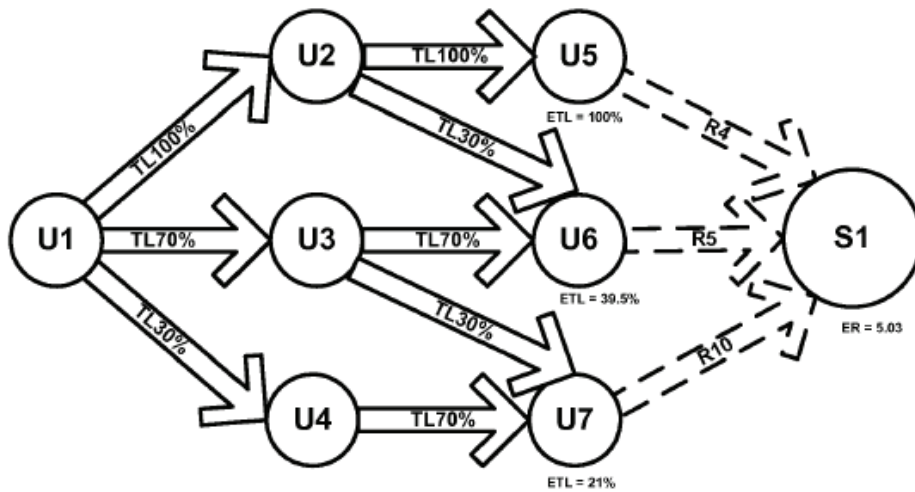
**Fig. 1**

Figure 1 shows a block diagram illustrating a system for implementing a loyalty network. *Id.* at 3:49–50. Loyalty program management system 10 includes personal terminal 12, interaction terminal 14, and loyalty server 24. *Id.* at 5:47–64. The personal terminal is transported by user 16. *Id.* at 5:65–66. The interaction terminal can be associated with product 18, such as a beverage, equipment 20, such as a vending machine, or promotional object 22, such as a poster. *Id.* at 5:51–53, 6:9–37. The personal terminal

and the interaction terminal communicate when the personal terminal is brought within proximity of the interaction terminal. *Id.* at 9:12–18. A benefit, such as a loyalty point, can be awarded to the user for interacting with the interaction terminal. *Id.* at 9:58–64. The benefit can be stored on one or both of the personal terminal and the loyalty server. *Id.* at 13:35–38. When used, the benefit is communicated to the equipment to provide the user with a product for free or at a reduced price. *Id.* at 14:31–35. In some embodiments, the rate at which the loyalty points are awarded can be filtered to limit the accrual of rewards to a predefined rate. *Id.* at 36:19–20.

### 3. *Davis*

*Davis* discloses an advertising system that uses an online trust network to target advertisements based upon the ratings of the advertisements' content or source. Ex. 1009 ¶ 4. A first user assigns trust levels for ratings provided by other specific users of the system. *Id.* ¶ 35. Ratings provided by other users are traced to the first user along trust paths. *Id.* ¶ 37. An effective trust level is calculated along each trust path and an effective rating of an entity, such as a restaurant, is calculated based on the ratings along the trust paths. *Id.* Figure 4 illustrates the calculation of an effective trust level and is reproduced below:



Multiple trust paths from user U1 to user U4

Fig. 4

Figure 4 is a diagram of a mechanism for calculating an effective trust level for various users U2–U7 within first user’s U1 trust network. *Id.* ¶ 38. By way of example, there are two trust paths from first user U1 to user U6: a first path from U1 to U2 to U6 and a second path from U1 to U3 to U6. *Id.* The first path has an effective trust level of 30%, the product of the trust level for U1 to U2 (100%) and the trust level for U2 to U6 (30%). *Id.* The second path has a trust level of 49%, the product of the trust level for U1 to U3 (70%) and the trust level for U3 to U6 (70%). *Id.* Averaging these values, first user U1 has a 39.5% effective trust level for with user U6. *Id.* In a similar manner, first user U1 has a 100% effective trust level with user U5 and a 21% effective trust level with user U7. *Id.* at Fig. 4. An effective rating for seller S1 of 5.03 is calculated by summing the products of the effective trust level and rating for each user U5, U6, and U7, and dividing by the sum of the effective trust levels. *Id.* ¶ 37 (Formula 1), Fig. 4.

The advertising system will only send advertisements to a user if the effective rating for the seller is above a threshold level. *Id.* ¶¶ 39–40, 44.

#### E. Asserted Obviousness in View of Perttila and Insolia

Petitioner argues that claims 19–23 would have been obvious over the combination of Perttila and Insolia. Pet. 17–45. We have reviewed the Petition, Patent Owner Response, Petitioner Reply, Patent Owner Sur-reply, and evidence of record and determine that, for the reasons explained below, Petitioner has shown, by a preponderance of the evidence, that claims 19–23 would have been obvious in view of Perttila and Insolia and that Petitioner has set forth reasoning with rational underpinnings why it would have been obvious to combine the teachings of Perttila and Insolia.

##### *1. Independent Claim 19*

Petitioner relies on Perttila to disclose a method substantially as recited in claim 19 and relies on Insolia to teach use of a loyalty program. Pet. 26–39.

##### a. Preamble

Claim 19 recites “[a] method for a server to exchange information with one or more wireless devices.” Ex. 1001, 24:56–57. Petitioner maps Perttila’s source server 24 to the recited server, and user-communication device 28 and merchant-media arrangement 36 to the recited wireless devices. Pet. 26 (citing Ex. 1006 ¶¶ 8–9); *see also id.* at 26–28 (citing Ex. 1003 ¶ 109; Ex. 1006 ¶¶ 8–9, 12, 19, 25, 60, Fig. 1a). Petitioner argues that “a POSITA would have understood that Perttila discloses a wireless merchant-media arrangement and at minimum it would have been obvious to

use a wireless merchant-media arrangement . . . to advantageously enable easy location in a store.” *Id.* at 26–27 (emphasis omitted) (citing Ex. 1006 ¶ 60).

Patent Owner does not contest this aspect of the Petition. *See generally* PO Resp.

Perttila discloses that, when a user’s mobile communications device 28 is within proximity of merchant-media arrangement 36, the arrangement transmits a merchant ID code to the mobile device. Ex. 1006 ¶ 37. The mobile device then establishes a communication link with source server 24 and transmits a request containing the ID code to the server, and the server generates an electronic coupon based on the merchant ID code and provides the user with an option to download the coupon. *Id.* ¶¶ 36–39. Perttila at least suggests that the user’s mobile communications device and the merchant-media arrangement communicate wirelessly. *See id.* ¶ 37 (disclosing that the merchant-media arrangement can transmit the merchant ID code to the mobile device via radio frequency identification (RFID) or Bluetooth).

Accordingly, for the foregoing reasons, to the extent the preamble is limiting, Perttila supports Petitioner’s contentions.

#### b. The Receiving Recitation

Claim 19 recites “the server receiving identifier information from a first wireless device using a wide area wireless network, the identifier information provided to the first wireless device from a second wireless device using short range wireless communication.” Ex. 1001, 24:58–62. Petitioner maps Perttila’s user-communication device 28 to the recited first wireless device, merchant-media arrangement 36 to the recited second

wireless device, and the “merchant ID code” to the recited identifier information. Pet. 28–29; *see also id.* at 29–30 (citing Ex. 1006 ¶¶ 9, 12–15, 37–38). Petitioner notes that the merchant-media device includes RFID tag 38 or, alternatively, a local short-range wireless access point or beacon device. *Id.* at 29–30 (quoting Ex. 1006 ¶¶ 37–38).

Patent Owner does not contest this aspect of the Petition. *See generally* PO Resp.

As noted above, Perttila discloses that merchant-media arrangement 36 transmits the merchant ID code to mobile communications device 28 over a short-range wireless communication link, and the mobile device sends the ID code to source server 24. Ex. 1006 ¶¶ 36–39.

Accordingly, for the foregoing reasons, Perttila supports Petitioner’s contentions.

### c. The Determining Recitation

Claim 19 recites “said server using identifier information to determine information concerning an entity or object located in proximity to the second wireless device.” Ex. 1001, 24:63–65. Petitioner maps Perttila’s electronic coupon to the recited information and “the content promoted by [Perttila’s] billboard” to the recited entity or object and argues that the “‘remote source server’ generates ‘an electronic coupon’ ‘in the form of an electronic data set corresponding to the merchant-media’s ID code,’ [an] ‘electronic coupon that corresponds to the content promoted by the billboard.’” Pet. 30; *see also id.* at 30–32 (citing Ex. 1006 ¶¶ 15, 27–29, 37, 39).

Patent Owner makes several arguments regarding this recitation. First, Patent Owner interprets the Petition to map Perttila’s billboard to the recited second device and argues that Perttila does not disclose using its

merchant-media arrangement’s ID code “to determine information about ‘an entity or object located *in proximity to*’ [the] billboard.” PO Resp. 30–31; *see also id.* at 35 (“Petitioner has identified the merchant media arrangement/billboard itself as the ‘second device’ of the challenged claims.”). Rather, Patent Owner argues, Perttila’s electronic coupon is associated with the billboard itself. *Id.* at 36 (“The Perttila server merely uses the merchant media ID to determine the billboard to which the ID relates . . . . [T]he Perttila server simply provides the coupon that it has been told to provide based on the merchant media ID.”). “Perttila does not teach that the entity or object being *promoted by* the billboard of the ‘merchant-media arrangement’ is located *in proximity to* the disclosed ‘merchant-media arrangement’ . . . .” *Id.* at 34.

Petitioner replies that Perttila’s electronic coupon is information concerning an object in proximity to the “short-range communicator” (that is, the RFID tag or Bluetooth link). Pet. Reply 7. Petitioner argues that such objects include the billboard and content promoted by the billboard. *Id.*; *see also id.* at 11 (“Because the billboard (and thus the promotional content) is in proximity to the merchant-media arrangement’s tag/beacon, the billboard and separately its promotional content each meet the requirement of the claimed object.” (citing Pet. 30–32; Ex. 1003 ¶¶ 82, 113–114)).

Patent Owner argues that mapping the content promoted by Perttila’s billboard to the recited object does not satisfy the claim requirements because this mapping “results in reading the claim language to mean ‘[second wireless device] in proximity to the second wireless device.’” PO Sur-reply 18–22 (alteration in original).

As we noted in the Institution Decision, Perttila’s merchant-media arrangement includes RFID tag 38 (or, alternatively, a Bluetooth link). *See* Inst. Dec. 19, 20–21. Petitioner maps the short-range transmitter to the recited second device (*see* Pet. 28–30; Inst. Dec. 19, 20–21) and maps the electronic coupon to the recited information (*see* Pet. 30; Inst. Dec. 19). Petitioner maps the billboard and, separately, its contents to the recited entity or object, which is in proximity to the short-range transmitter. *See* Pet. 30; Pet. Reply 7; Inst. Dec. 20–21.

Patent Owner equates “merchant-media arrangement” as a billboard; that is, a single entity. In the Institution Decision, we noted that the merchant-media arrangement includes a billboard and the RFID tag or Bluetooth link is “co-located” at the merchant-media arrangement. Inst. Dec. 18–21. Petitioner maps the “short-range communicator,” which it defines as the RFID tag or Bluetooth link, to the recited second device. Pet. Reply 7; *see also* Pet. 30–31. Thus, we disagree with Patent Owner’s assertion that the Petition maps the merchant media arrangement, as a singular entity, to both the recited second wireless device and the recited entity or object.

We further disagree with Patent Owner’s assertion that the electronic coupon does not correspond to the content promoted by the billboard. *See* PO Resp. 34–35. Perttila discloses that the “downloadable electronic coupon . . . corresponds to the content promoted by the billboard.” Ex. 1006 ¶ 27 (emphasis added). Perttila’s remote server uses the merchant-media ID code “to associate the promotional information with an e-coupon to be provided to the user visiting this billboard location.” *Id.* ¶ 28.

In its Reply, Petitioner further maps the “store in which the merchant-media arrangement is located” and “product offerings in the store” to the recited entity or object. Pet. Reply 7 (citations omitted). We disagree with these mappings. As noted above, Perttila’s e-coupon corresponds to the content of the billboard. Petitioner has cited no disclosure that Perttila’s e-coupon corresponds to the store or an item in the store.

Regarding Petitioner’s “store in which the merchant-media arrangement is located” mapping, Petitioner does not explain adequately how Perttila’s e-coupon, which Petitioner maps to the recited information, concerns the store itself. Rather, Petitioner relies only on products offered for sale within the store. *See* Pet. Reply 11–12; Tr. 22:25–23:24.

Regarding Petitioner’s “product offerings in the store” mapping, at best, Petitioner appears to present an inherency argument that if the billboard is placed in a store, the advertised products must be in the store. *See* Pet. Reply 11 (“Perttila expressly discloses placing the merchant-media arrangement ‘at the store itself,’ such that the location where product offerings corresponding to the e-coupons are redeemed is the ‘same location’ as where the e-coupons are provided.” (citing Ex. 1006 ¶¶ 28, 39; Pet. 20–21, 30–32; Ex. 1003 ¶¶ 86, 113–114)). However, while it may be likely that the advertised products are in the store, this is not necessarily the case. For example, the products may be out of stock, in which case Petitioner acknowledges that the claim language is not satisfied. Tr. 24:7–12 (“[T]he limitations are met when the e-coupon is distributed for a product, and that product is in the store with the merchant media arrangement. If there are times, for example, when the store is sold out of that particular product, that wouldn’t be met during those times.”). Petitioner’s assertions

regarding the recited entity or object corresponding to product offerings within the store are based on speculation, which is insufficient to satisfy the requirements for an inherency argument. *In re Robertson*, 169 F.3d 743, 745 (Fed. Cir. 1999) (“Inherency, however, may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient.” (citations omitted)).

Additionally, Patent Owner argues that Perttila’s server does not make a determination that any object is in proximity to the second wireless device. PO Resp. 32–33; *see also* PO Sur-reply 12–13.

Petitioner argues that claim 1 does not require the central server to make a determination that an object is in proximity to the second device. Pet. Reply 8–9.

Claim 19 requires the central server to “determine information concerning an entity or object located in proximity to the second wireless device” and to determine either “a name associated with said entity or object located in proximity to the second wireless device or a name associated with said loyalty program.” However, claim 19 does not require the server to also determine that the object (or entity) is in proximity to the second device. Moreover, Patent Owner’s arguments are inconsistent with the ’592 patent, which indicates that the first device is positioned in proximity to an object about which information is delivered rather than the server making a determination that an object is in proximity to the second device. *See, e.g.*, Ex. 1001, 8:45–54 (discussing the first device being “tied to a location or product”). Even if we were to interpret the claims as containing such a requirement, as noted above Perttila’s server “associate[s] the promotional information with an e-coupon to be provided to the user visiting this

billboard location.” Ex. 1006 ¶ 28. The “the promotion information is linked to th[e] particular location.” *Id.* Thus, Perttila at least suggests that its server has information that the billboard is in proximity to the RFID tag.

Accordingly, for the foregoing reasons, Perttila supports Petitioner’s contentions.

#### d. The Delivering Recitation

Claim 19 recites,

the server delivering information to the first wireless device based at least in part upon the identifier information and information representing a reward for an entity associated with the first wireless device’s participation in a loyalty program, wherein said information includes a name associated with said entity or object located in proximity to the second wireless device or a name associated with said loyalty program as determined by the server utilizing said identifier information.

Ex. 1001, 24:66–25:7. Petitioner maps Perttila’s electronic coupon to the recited information and argues that the coupon is transmitted to user-communication device 28 and “can be ‘validated to facilitate merchant transactions’ in an ‘electronic commerce arrangement.’” Pet. 32–33 (citing Ex. 1006 ¶¶ 15, 28, 33). Petitioner argues that “[t]he e-coupon contains the name of a particular ‘manufacturer, product, service, event, etc.,’ associated with the advertisement and/or product/service in the same store.” *Id.* at 33 (citing Ex. 1006 ¶¶ 25, 39). According to Petitioner, “[a] POSITA would have further understood that the coupon itself has the name of the store or company associated with the advertisement/company to inform the recipient where/how to redeem it.” *Id.* at 33 (citing Ex. 1003 ¶ 117); *see also id.* at 33–34 (citing Ex. 1006 ¶¶ 9, 15, 20, 25, 28, 33, 39, 69, Fig. 1b).

Petitioner acknowledges that “Perttila . . . does not disclose a loyalty program.” Pet. 36 (emphasis omitted). Petitioner relies on Insolia to teach “a system for implementing a loyalty program,” and argues that Insolia’s system includes an “interaction terminal [that] may ‘be associated with a promotional object’ such as ‘a poster, an advertisement . . . or a display,’ and [a] server [that] provides loyalty rewards to a user’s personal terminal when it is ‘in proximity’ with the promotional object.” *Id.* (second alteration in original) (citing Ex. 1008, 2:21–23, 6:32–37, 9:16–18). Petitioner argues that a person having ordinary skill in the art

would have been motivated to apply Insolia’s teachings of a server providing loyalty points to a user’s device when the device is in proximity to an advertisement or other merchant-media arrangement in implementing Perttila’s server . . . such that the e-coupon is given as an award for participation in a loyalty program, to advantageously provide an additional incentive to engage with the advertisement.

*Id.* at 36–37 (emphasis omitted) (citing Ex. 1003 ¶ 120); *see also id.* at 25–26.

Perttila discloses that source server 24 uses the merchant ID code to generate an “electronic coupon that corresponds to the content promoted by the billboard.” Ex. 1006 ¶ 27. Perttila discloses that the coupon includes “information [that] may or may not involve a pricing information for a particular manufacturer, product, service, event, etc.” *Id.* ¶ 25. The server provides the user with an option to download the coupon. *Id.* ¶¶ 28, 37–39. Perttila explains that the electronic coupon is part of an electronic commerce transaction: “The remote server can generate and return an appropriate electronic commerce application, such as an electronic coupon by relying on the merchant ID code to identify the type of product conveyed by the

merchant-media arrangement.” *Id.* ¶ 33. The user then redeems the coupon, either directly with the retailer or through continued communication with the server. *Id.* ¶¶ 40–43.

Insolia recognizes that “[o]perators may want to provide the consumer with an experience that breeds consumer loyalty, and consumers may want to be rewarded for their loyalty.” Ex. 1008, 2:1–3. Insolia discloses providing the user with a benefit, such as a loyalty point, for interacting with the system. *Id.* at 9:58–64. These loyalty points can be awarded based on “trademark loyalty” to a particular brand. *Id.* at 35:8–18. The consumer can use the loyalty points to acquire a product for free or at a reduced price. *Id.* at 14:31–35.

Insolia’s loyalty program management system 10 includes personal terminal 12, interaction terminal 14, and loyalty server 24. Ex. 1008, 5:47–64, Fig. 1. The personal terminal is transported by user 16. *Id.* at 5:65–66. The interaction terminal can be associated with product 18, such as a beverage, equipment 20, such as a vending machine, or promotional object 22, such as a poster. *Id.* at 5:51–53, 6:9–37. The personal terminal and the interaction terminal communicate when the personal terminal is brought within proximity of the interaction terminal. *Id.* at 9:12–18. A benefit, such as a loyalty point, can be awarded to the user for interacting with the interaction terminal. *Id.* at 9:58–64. Petitioner’s declarant testifies that incorporating Insolia’s reward of loyalty points into Perttila’s system would provide incentives for a customer to engage with the merchant-media arrangement. Ex. 1003 ¶ 120. We credit this testimony of Petitioner’s declarant, which Patent Owner does not rebut.

Accordingly, for the foregoing reasons, Perttila and Insolia support Petitioner’s contentions. We further determine that Petitioner has set forth reasoning with rational underpinning for modifying Perttila to include a loyalty reward system as taught by Insolia.

Patent Owner argues that “Insolia does not disclose that its ‘loyalty server’ delivers information in the form of a ‘name’ associated with a ‘loyalty program’ to any other component of the system.” PO Resp. 38. Instead, Patent Owner asserts, Insolia’s “‘loyalty server’ delivers, at most, only ‘benefits’ to the other components,” but “[t]here is no teaching that the ‘benefits’ delivered by the ‘loyalty server’ include a ‘name.’” *Id.* at 39. Similarly, Patent Owner argues that Petitioner does not set forth adequate explanation for why an ordinarily skilled artisan would have modified Perttila’s system based on the teachings of Insolia. *Id.* at 39–41.

Petitioner argues that Patent Owner’s arguments misconstrue its challenge in the Petition, which Petitioner characterizes as “applying Insolia’s loyalty program teachings in implementing Perttila’s e-coupon system.” Pet. Reply 14 (citing Pet. 36–39). Petitioner argues that, when applying Insolia’s teaching of loyalty rewards to Perttila’s system, Perttila’s “e-coupon is given as an award for participation in a loyalty program, to advantageously provide additional incentive to engage with the advertisement.” *Id.* at 15 (citing Pet. 36–37; Ex. 1003 ¶ 120).

Patent Owner replies that Petitioner’s reliance on Insolia is “meaningless” because “Petitioner’s circular argument takes a coupon, renames it a ‘reward,’ and concludes that the coupon’s product or company name is now, *necessarily*, ‘a name associated with said loyalty program as

determined by the server utilizing said identifier information.” PO  
Sur-reply 24.

Patent Owner’s arguments appear to misunderstand Petitioner’s arguments. Petitioner asserts that an ordinarily skilled artisan would have incorporated Insolia’s teaching of a loyalty program by treating Perttila’s e-coupons in the same manner that Insolia treats loyalty points such that Perttila’s “e-coupon is given as an award for participation in a loyalty program” and “a POSITA would have understood that the name associated with the loyalty program—such as the company promoting a particular product—is included with the e-coupon.” Pet. 36–37. The e-coupons would be awarded based on, for example, brand loyalty. Petitioner asserts that the e-coupon would have the company name. *Id.* at 37. This assertion is supported by the testimony of Petitioner’s declarant. *See* Ex. 1003 ¶¶ 117, 119.

Accordingly, for the foregoing reasons, Perttila and Insolia support Petitioner’s contentions. We further determine that Petitioner has set forth reasoning with rational underpinning for modifying Perttila to deliver e-coupons as part of a loyalty reward program.

#### e. Conclusion

For the foregoing reasons, we conclude that Petitioner has shown, by a preponderance of the evidence, that claim 19 is unpatentable over the combination of Perttila and Insolia.

#### 2. *Dependent Claim 20*

Claim 20 depends from claim 19 and further recites “wherein said information delivered by said server to the first wireless device is further

based upon a history of previous detections related to said identifier information.” Ex. 1001, 25:8–11. Petitioner relies on Insolia to teach using a loyalty system and basing the delivery of information from a server to a user’s communication device on a history of the user’s past interaction with the second device. Pet. 39–40. Petitioner argues that “Insolia discloses a server limiting the loyalty rewards given to a user’s ‘personal terminal’ to a ‘predefined rate,’ based on past interactions with the ‘interaction terminal’ stored by the server and loyalty awards sent to the terminal, to ‘reduce[] repeated visits’ to the same equipment ‘too frequently.’” *Id.* at 40 (alteration in original) (emphasis omitted). Petitioner argues that it would have been obvious to apply these teachings to Perttila’s server for the same reasons advanced for claim 19. *Id.*

Patent Owner does not challenge separately the arguments and evidence presented for the dependent claims. *See generally* PO Resp.

As noted above, Insolia’s system breeds customer loyalty, which benefits merchants, and rewards customers for their loyalty by providing loyalty points to customers for interacting with the system. Ex. 1008, 2:1–3, 9:58–64. Loyalty points can be awarded without the customer making a purchase. *Id.* at 35:11–15. The “loyalty server . . . may filter the loyalty reward to minimize abuses and fraudulent activities.” *Id.* at 35:15–18. Similarly, the rate at which loyalty points are awarded can be filtered to limit the accrual of rewards to a predefined rate to “reduce[] repeated visits to the same vending or host equipment too frequently.” *Id.* at 36:17–25. Thus, Insolia teaches tracking a user’s interactions with a particular device. Insolia’s system incentivizes customers to interact with the system, but provides safeguards against abuse of the loyalty reward program. Moreover,

we determine that Petitioner has set forth reasoning with rational underpinning for modifying Perttila to limit the rate at which users can obtain e-coupons.

Accordingly, for the foregoing reasons, Perttila and Insolia support Petitioner's contentions that Perttila and Insolia disclose the subject matter of claim 20, and we conclude that Petitioner has shown by a preponderance of the evidence that this claim is unpatentable.

### *3. Dependent Claim 21*

Claim 21 depends from claim 19 and further recites "wherein said information delivered by said server to the first wireless device is further based upon a history of previous information delivered to said first wireless device representing a reward or electronic coupon." Ex. 1001, 25:13–17. Petitioner relies on Insolia to teach using a reward system and basing the delivery of information from a server to a user's communication device on a record of loyalty rewards previously provided to the user. Pet. 41–43. Petitioner argues that "Insolia discloses that the 'accrual of loyalty awards' . . . is based on a record of loyalty awards previously provided to the user. . . . [T]he user 'may redeem the loyalty rewards' for products and services 'when a suitable balance has accrued.'" *Id.* at 42 (citing Ex. 1008, 35:19–21, 36:34–38, 36:53–60). Petitioner argues that it would have been obvious to apply these teachings to Perttila's server because "such an arrangement advantageously limits the value of 'products o[r] services' that can be redeemed using loyalty points." *Id.* (citing Ex. 1003 ¶ 126; Ex. 1008, 35:21–22, 36:56–60).

Patent Owner does not challenge separately the arguments and evidence presented for the dependent claims. *See generally* PO Resp.

As explained above, Insolia’s loyalty reward system incentivizes customers to interact with the system by providing loyalty points to customers for interacting with the system. *E.g.*, Ex. 1008, 2:1–3, 9:58–64. When a customer has accrued a certain balance of rewards, the customer may redeem the rewards. *Id.* at 35:19–21, 36:53–56. Petitioner’s declarant opines that incorporating these teachings into Perttila’s system would “advantageously limit[] the value of ‘products o[r] services’ that can be redeemed using loyalty points.” Ex. 1003 ¶ 126. We credit this testimony of Petitioner’s declarant, which Patent Owner’s declarant does not rebut. Therefore, we determine that Petitioner has set forth reasoning with rational underpinning for modifying Perttila to limit the rate at which users can obtain e-coupons.

Accordingly, for the foregoing reasons, Perttila and Insolia support Petitioner’s contentions that Perttila and Insolia disclose the subject matter of claim 21, and we conclude that Petitioner has shown by a preponderance of the evidence that this claim is unpatentable.

#### *4. Dependent Claim 22*

Claim 22 depends from claim 19 and further recites “wherein said first server is prevented from delivering information representing a reward or electronic coupon to the first wireless device based upon a history of previous information delivered to said first wireless device representing a reward or electronic coupon.” Ex. 1001, 25:18–22. Petitioner relies on Insolia to teach using a reward system in which “the loyalty reward is filtered to limit the accrual of loyalty rewards to a predefined rate,” “the consumer may obtain loyalty rewards from the interaction terminal at a rate that is no faster than the predefined rate.” Pet. 43.

Patent Owner does not challenge separately the arguments and evidence presented for the dependent claims. *See generally* PO Resp.

As explained in § II.E.2 above, Insolia teaches limiting the accrual of rewards to a predefined rate to “reduce[] repeated visits to the same vending or host equipment too frequently.” Ex. 1008, 36:17–25. Moreover, we determine that Petitioner has set forth reasoning with rational underpinning for modifying Perttila to limit the rate at which users can obtain e-coupons. For the same reasons as explained above, Perttila and Insolia support Petitioner’s contentions that Perttila and Insolia disclose the subject matter of claim 22, and we conclude that Petitioner has shown by a preponderance of the evidence that this claim is unpatentable.

#### *5. Dependent Claim 23*

Claim 23 depends from claim 19 and further recites “wherein said information delivered by said server to the first wireless device is additionally based on a history of past purchasing behavior associated with an account associated with either the first wireless device or the identifier information.” Ex. 1001, 25:24–28. Petitioner relies on Insolia to teach providing “additional loyalty rewards or promotional rewards . . . to the consumer when the consumer demonstrates product loyalty.” Pet. 44; *see also id.* at 44–45 (citing Ex. 1008, 12:45–46, 35:31–36, 35:60–36:2).

Patent Owner does not challenge separately the arguments and evidence presented for the dependent claims. *See generally* PO Resp.

Insolia discloses that its system varies the value of the benefit provided to the customer based on the customer’s prior purchases:

The loyalty management engine or module 38 . . . may vary or limit the benefit depending on the nature of the

interaction of the user 16 with the product 18, equipment 20, or promotional object 22. For example, the loyalty management engine or module 38 may set a relatively more valuable benefit when the loyalty management engine or module 38 can confirm that the user 16 actually purchased or received a product from the equipment 20, and the loyalty management engine or module 38 may set a relatively less valuable benefit when the loyalty management engine or module 38 cannot confirm that the user 16 purchased or received a product from the equipment 20.

Ex. 1008, 12:45–56. Petitioner’s declarant opines that including these features in Perttila’s system would allow the merchant to reward a customer’s product loyalty and incentivize the customer to purchase the advertised goods. Ex. 1003 ¶ 131. We credit this testimony of Petitioner’s declarant, which Patent Owner’s declarant does not rebut. Therefore, we determine that Petitioner has set forth reasoning with rational underpinning for modifying Perttila to vary the benefit provided to a customer based on the customer’s past purchasing behavior.

Accordingly, for the foregoing reasons, Perttila and Insolia support Petitioner’s contentions that Perttila and Insolia disclose the subject matter of claim 23, and we conclude that Petitioner has shown by a preponderance of the evidence that this claim is unpatentable.

#### F. Asserted Obviousness in View of Perttila and Davis

Petitioner argues that claims 25, 26, 28, and 29 would have been obvious over the combination of Perttila and Davis. Pet. 45–55. We have reviewed the Petition, Patent Owner Response, Petitioner Reply, Patent Owner Sur-reply, and evidence of record and determine that, for the reasons explained below, Petitioner has not shown, by a preponderance of the

evidence, that claims 25, 26, 28, and 29 would have been obvious in view of Perttala and Davis.

Petitioner relies on Perttala to disclose a method substantially as recited in independent claim 25 and relies on Davis to teach use of feedback ratings. Pet. 48–53. In large measure, the recitations of claim 25 are similar to those of claim 19, and Petitioner relies on the same arguments made with respect to claim 19. *See* Ex. 1001, 25:36–53; Pet. 48–53.

One notable difference, however, is that claim 25 recites “said server using the identifier information to determine *a name of an entity or object* located in proximity to the second wireless device.” Ex. 1001, 25:44–46 (emphasis added). Petitioner maps “the content promoted by [Perttala’s] billboard” to the recited entity or object and argues that Perttala’s server “generates ‘an electronic coupon’ ‘in the form of an electronic data set corresponding to the merchant-media’s ID code,’ [an] ‘electronic coupon that corresponds to the content promoted by the billboard.’” Pet. 49. In addition to relying on its showings made regarding the determining and delivering recitations of claim 19, Petitioner argues that Perttala’s “merchant-media ID is used to determine information, including a name of the product being promoted as well as its manufacturer, associated with the merchant-arrangement that is subsequently sent to the user communication device.” *Id.* at 50 (citing Ex. 1003 ¶¶ 140–141).

Patent Owner argues that the Petition does not explain adequately how Perttala’s system uses identifier information to determine the name of an entity or object as required by claim 25. PO Resp. 43–45. Patent Owner argues that “the ‘name of the product being promoted as well as its

manufacturer’ is not ‘a name of an entity or object *located in proximity to the second wireless device*’ as recited” in claim 25. *Id.* at 44.

In reply, Petitioner argues that Perttila’s e-coupon contains a name “associated with” the subject matter promoted by the billboard, the store in which the billboard is located, and products in proximity to the billboard. Pet. Reply 18–19, 20–21.

We agree that the Petition does not explain adequately how Perttila uses the merchant-media ID code, which Petitioner maps to the recited identifier information (*see* Pet. 28–30, 49), to determine the name of the recited entity or object as required by claim 25. In the Petition, Petitioner asserts only that Perttila’s “merchant-media ID is used to determine information, *including a name of the product being promoted as well as its manufacturer*, associated with the merchant-arrangement.” Pet. 50 (emphasis added). However, as explained in § II.E.1.c above, Petitioner’s assertions regarding the recited entity or object corresponding to product offerings within the store rely on speculation and fail to demonstrate with requisite particularity how this limitation is satisfied by Perttila. Petitioner similarly fails to explain adequately how the manufacturer of a promoted product is necessarily in proximity to the merchant-media arrangement. Petitioner’s declarant presents substantially the same arguments as those presented in the Petition, and also fails to explain how Perttila satisfies the requirements of claim 25. *See* Ex. 1003 ¶¶ 140–141; Pet. 50 (citing same).

Petitioner presents additional mappings in its Reply to assert how Perttila discloses this limitation: “a name associated with the (1) ‘particular manufacturer, product, service, event, etc.,’ promoted on a billboard, such as a ‘particular food’; (2) ‘store itself’ in which the billboard is located . . . ;

and (3) products in proximity to the billboard.” Pet. Reply 19 (citations omitted). Petitioner’s first and third mappings are reiterations or variations of its mapping in the Petition and fail for the same reasons explained above. Regarding Petitioner’s second mapping, we note that, rather than merely requiring a name *associated with* an entity or object, claim 25 recites “a name of an entity or object.” Ex. 1001, 25:44–45. Thus, Petitioner’s second mapping would require the server to use the merchant-media ID code (which Petitioner maps to the recited identifier information) to determine the name of the store. Petitioner cites to paragraph 39 of Perttila to support its contention, arguing that this paragraph discloses “informing a user where/how to redeem the coupon.” Pet. Reply 19. Paragraph 39 discloses that a customer may receive an e-coupon and “store it for later activation” at “a merchant-purchase center.” We see no disclosure, however, of Perttila disclosing that the server determines the name of the store. Petitioner’s conclusory assertions fail to provide clarification.

Petitioner relies on paragraphs 115–117 and 140–141 of the Williams Declaration to support its assertions. *See* Pet. 50; Pet. Reply 19. However, Mr. Williams fails to explain how Perttila’s server uses the merchant-media ID code to determine the name of an entity or object located in proximity to the merchant-media arraignment. In large part, Petitioner’s declarant presents substantially the same arguments as those presented in the Petition, and, thus, fails to explain how Perttila satisfies the requirements of claim 25 for the reasons discussed previously. *See* Ex. 1003 ¶¶ 116 (discussing “a name associated with said entity or object”), 140 (presenting a conclusory assertion). Additionally, Mr. Williams cites to Perttila paragraphs 25 and 39 to support his assertion that Perttila’s “electronic coupon information

includes the name and ‘pricing information’ of ‘a particular manufacturer, product, service, [or] event’ related to the advertisement.” Ex. 1003 ¶ 117. However, these paragraphs do not contain any discussion of a name. Moreover, as discussed above, claim 25 requires the server to determine the name of the object or entity rather than a name “related to” an advertisement.

For the foregoing reasons, Petitioner’s arguments and evidence fail to provide adequate support for Petitioner’s contentions that Perttila and Davis teach or suggest a server using identifier information to determine the name of an entity or object located in proximity to the second wireless device as required by claim 25 and incorporated into dependent claims 26, 28, and 29. Therefore, Petitioner fails to meet its burden of demonstrating by a preponderance of the evidence that these claims are unpatentable.

### III. CONCLUSION<sup>5</sup>

In summary,

<b>Claim(s)</b>	<b>35 U.S.C. §</b>	<b>Reference(s)</b>	<b>Claims Shown Unpatentable</b>	<b>Claims Not Shown Unpatentable</b>
19–23	103(a)	Perttila, Insolia	19–23	

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<sup>5</sup> Should Patent Owner wish to pursue amendment of the challenged claims in a reissue or reexamination proceeding subsequent to the issuance of this decision, we draw Patent Owner’s attention to the April 2019 *Notice Regarding Options for Amendments by Patent Owner Through Reissue or Reexamination During a Pending AIA Trial Proceeding*. See 84 Fed. Reg. 16,654 (Apr. 22, 2019). If Patent Owner chooses to file a reissue application or a request for reexamination of the challenged patent, we remind Patent

<b>Claim(s)</b>	<b>35 U.S.C. §</b>	<b>Reference(s)</b>	<b>Claims Shown Unpatentable</b>	<b>Claims Not Shown Unpatentable</b>
25, 26, 28, 29	103(a)	Perttila, Davis		25, 26, 28, 29
<b>Overall Outcome</b>			<b>19–23</b>	<b>25, 26, 28, 29</b>

#### IV. ORDER

Accordingly, it is

ORDERED that claims 19–23 of the '592 patent are determined to be unpatentable;

FURTHER ORDERED that claims 25, 26, 28, and 29 of the '592 patent are not determined to be unpatentable; and

FURTHER ORDERED that, because this is a final written decision, parties to the proceeding seeking judicial review of the decision must comply with the notice and service requirements of 37 C.F.R. § 90.2.

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Owner of its continuing obligation to notify the Board of any such related matters in updated mandatory notices. *See* 37 C.F.R. §§ 42.8(a)(3), (b)(2).

IPR2020-00933  
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