

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

DRAFTKINGS INC.,
Petitioner,

v.

WINVIEW IP HOLDINGS, LLC,
Patent Owner.

Case IPR2026-00175
U.S. Patent No. 11,338,189

**DECLARATION OF DAVID LOCKTON IN SUPPORT OF
PATENT OWNER'S REQUEST FOR DISCRETIONARY DENIAL**

I, David Lockton, hereby declare under penalty of perjury, that the following statements are true and correct:

1. I submit this Declaration in support of WinView IP Holdings, LLC's request for discretionary denial. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. I am the primary inventor or co-inventor on WinView's over 100 patents, including the patents WinView is asserting in district court litigation against Petitioner DraftKings, including U.S. Patent No. 11,338,189 (the "'189 Patent").

3. I am intimately familiar with the technology of the '189 Patent. Over the course of my career, I founded three companies that made important contributions to gaming technology, including inventing mobile gaming for both games of skill and games of chance.

4. I founded WinView, Inc., WinView Technology, Inc., and Patent Owner, WinView IP Holdings, LLC. I serve as the President and Chief Executive Officer of WinView Technology, Inc. and WinView IP Holdings, LLC.

5. My vision for WinView, Inc. was to revolutionize the paid-entry skill game and sports-betting industry by introducing new technologies to enable TV

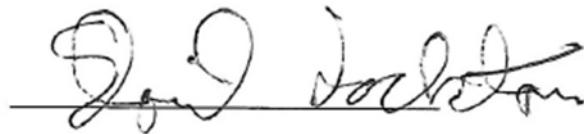
viewers to meaningfully interact in real time with sports programming. I worked on a series of inventions to deal with the challenges presented by remote, live, and real-time online gaming, solving long-standing challenges in sports and entertainment technology. By leveraging mobile, smart phone technology, WinView's innovations enable users to engage with games of skill and chance in dynamic and interactive ways.

6. I was directly involved in WinView's attempts to partner with and license its patents to DraftKings. I directed WinView's outreach to DraftKings' CEO and co-founder, Jason Robbins, in 2019, provided technical disclosures and information about WinView's patents to DraftKings, participated in phone calls, negotiated a non-disclosure agreement with DraftKings, and directed WinView's efforts to assist DraftKings in conducting diligence into WinView's technology and patents. During those discussions, DraftKings executed a non-disclosure agreement for the purpose of evaluating a potential transaction and conducting diligence into WinView, including its patent portfolio. DraftKings then specifically requested information regarding WinView's patents, and WinView provided disclosures identifying its patent portfolio, including the technology underlying the '189 Patent and its parent patents and applications. DraftKings ultimately declined to enter into a partnership with WinView or to take a license to its patents.

7. As part of these diligence efforts, WinView provided DraftKings with an intellectual property Status Report that specifically identified the parent patent application for the '189 Patent, U.S. Patent No. 8,002,618, which issued more than fourteen years ago (August 23, 2011), as well as additional ancestral patents, including U.S. Patent No. 8,622,798, issued twelve years ago (January 7, 2014), U.S. Patent No. 9,056,251, issued more than ten years ago (June 16, 2015), U.S. Patent No. 9,652,937, issued nearly nine years ago (May 16, 2017), and U.S. Patent No. 10,186,116, issued seven years ago (January 22, 2019). WinView further established a secure data room for DraftKings on March 8, 2019, containing confidential presentations, operational information, and detailed explanations of WinView's patented and patent-pending technology. Thus, DraftKings learned of WinView's patents seven years ago.

8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the patent and any post grant review decision issuing thereon.

Executed on March 23, 2026, in Charlotte, North Carolina.

A handwritten signature in black ink, appearing to read "David Lockton", written over a horizontal line.

David Lockton