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HILTON WORLDWIDE, INC., HILTON INTERNATIONAL CO., MOBO
SYSTEMS, INC., PIZZA HUT OF AMERICA, INC., PIZZA HUT, INC.,
and USABLENET, INC.,
Petitioner,

v.

AMERANTH, INC.,

Patent Owner.

Case CBM CBM2015-00082¹
Patent 6,871,325

PETITIONER'S REPLY BRIEF

¹ CBM2015-00097 has been consolidated with this proceeding.

I. INTRODUCTION

Patent Owner Ameranth's ("PO") arguments in its Corrected Patent Owner Response ("POR") all fail. DeLorme's system synchronizes applications and data by sharing data between applications; its WCU is a handheld device that inherently stores hospitality applications and data; its Interface & Interactions Bus includes software and is a communications control module that routes communications to a WCU and an internet-only desktop PC embodiment in the same system; and its hospitality applications are integrated via an API with third-party outside applications. PO's evidence of secondary considerations is defective for lack of nexus and other reasons, and fails to overcome the strong showing of obviousness over DeLorme.

II. ARGUMENT

A. DeLorme Discloses "wherein the applications and data are synchronized between" The Four Claimed Entities

PO's primary argument is that the Petition fails to show that DeLorme discloses "wherein the **applications** and data are synchronized between the central database, at least one wireless handheld computing device, at least one web server and at least one web page"² (the "Synchronization Clause") as recited in claims 11 and 13. POR at 16-30. The Petition established that Synchronization Clause should be construed to mean that "the same *data* is present on each of the central database,

² Unless otherwise indicated, all emphases herein were added by Petitioner.

at least one wireless handheld computing device, at least one web server and at least one web page at the same time.” Pet. at 23-24. This construction was supported by the declaration of Dr. Turnbull, who explained that a POSITA would understand synchronization of data and applications among the four claimed entities as requiring the sharing of data between those four entities. Ex. 1002 ¶¶ 81-83. Consistent with this construction, the Petition establishes that DeLorme discloses such sharing of data between the four claimed entities. Pet. at 56-57.

In its POR, PO does not dispute Petitioner’s showing that DeLorme discloses synchronizing data among the four entities recited in the Synchronization Clause. PO has thus waived any such argument.³ Rather, PO appears to argue that applications cannot be synchronized by synchronizing the data used by those applications. *See, e.g.*, POR at 17 n.13 (“one of the fundamental aspects of the claims, i.e., that **both** the ‘applications’ and the ‘data’ are synchronized, not merely the ‘data’”; emphasis in original). PO is clearly wrong. Claim 16 of the ’850 patent, which shares a common specification, establishes that one way in which **applications** can be synchronized is by sharing **data**. Claim 16 recites:

16. The information management and synchronous communications system of claim 12 wherein the *applications and data are*

³ Paper No. 14 (Scheduling Order) at 3 (“The patent owner is cautioned that any arguments for patentability not raised in the response will be deemed waived.”).

synchronized by digital data transmission between the central database, at least one wireless handheld computing device, at least one Web Server and at least one Web page.

Ex. 1001 at 16:42-47. Because claim 12 includes the identical Synchronization Clause (Ex. 1001 at 16:15-17), and because claim 16 is a species of the genus of claim 12, nothing more than transmitting digital data is required to synchronize applications. The Synchronization Clause should be construed the same way in the '325 patent. *See Biovail Corp. v. Andrx Pharms., Inc.*, 239 F.3d 1297, 1301 (Fed. Cir. 2001) (claim language “must be read consistently with the totality of the patent's applicable prosecution history,” including parent applications).

Synchronizing applications and data through the transmission of only data as recited in claim 16 of the '850 patent is consistent with the teachings of the '325 patent. The '325 patent lacks any disclosure of synchronizing applications in any other manner. Instead, the '325 patent teaches that sharing *data* among applications stored on the four claimed entities is how to synchronize the applications:

The synchronous communications control module ... provides a single point of entry for all hospitality applications to communicate with one another wirelessly or over the Web ... The single point of entry works *to keep all wireless handheld devices and linked Web sites in synch with the backoffice server (central database)* so that the different components are *in equilibrium at any given time and an overall consistency is achieved*. For example, a *reservation* made online is

automatically communicated to the backoffice server which then synchronizes with all the wireless handheld devices wirelessly. Similarly, *changes* made on any of the wireless handheld devices will be reflected instantaneously on the backoffice server and the other handheld devices. Ex. 1003 at 11:37-55.

Nothing in this passage discusses the transmission of anything other than data to keep the applications in the central database in sync with those on the wireless handheld devices and web pages. Ex. 1070 ¶¶ 5-11; see also ID at ¶¶ 12-17.

While PO repeatedly criticizes the Petition and Dr. Turnbull for allegedly “reading out” the requirement to synchronize applications, it is telling that the POR does not articulate exactly what is required to synchronize an application. The closest the POR comes is providing an “example” of application synchronization:

Data is communicated from both sides (client and server), but software/applications are not synchronized between the server and WCU client. Thus, *for example*, the updating of a restaurant menu to achieve “consistency” between the wireless handheld device of claim element “b” and the central database *so that the updated menu is synchronized with the central database and then “stored” as part of the hospitality application* on the handheld to facilitate future ordering, was not taught by DeLorme, nor possible with the DeLorme WCU. There is no mention in DeLorme of synchronizing application software between server side and client side.

POR at 21-22. PO seemingly contends that sending menu *data* from the central database and storing it on the wireless device *as part of the hospitality application*

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