

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

ANCORA TECHNOLOGIES, INC.,

Plaintiff,

v.

LG ELECTRONICS INC. and LG
ELECTRONICS U.S.A., INC.,

Defendants.

CIVIL ACTION NO. 1:20-CV-00034-ADA

JURY TRIAL DEMANDED

ANCORA TECHNOLOGIES, INC.,

Plaintiff,

v.

SAMSUNG ELECTRONICS CO., LTD., and
SAMSUNG ELECTRONICS AMERICA,
INC.,

Defendants.

CIVIL ACTION NO. 1:20-CV-00034-ADA

JURY TRIAL DEMANDED

JOINT CLAIM CONSTRUCTION STATEMENT

Pursuant to the Court’s Scheduling Order (Dkt. 32), Plaintiff Ancora Technologies, Inc. and Defendants LG Electronics, Inc., LG Electronics U.S.A., Inc., Samsung Electronics Co., Ltd., and Samsung Electronics America, Inc., the Parties in the above captioned actions, submit this Joint Claim Construction Statement.

I. AGREED CLAIM TERMS

Claim Term	Agreed Construction
“a computer including an erasable, non-volatile memory area of a BIOS of the computer, and a volatile memory area” (Claim 1 Preamble)	The parties agree that this portion of the preamble is limiting.
“non-volatile memory” (Claims 1, 3, 7, 9, 12, 16)	“memory whose data is maintained when the power is removed”
“using the key” (Claim 8)	“using a pseudo-unique key”

II. DISPUTED CLAIM TERMS¹

Claim Term	Ancora’s Proposed Construction	Defendants’ Proposed Construction
“license” (Claim 1 preamble)	The portion of the preamble reciting “A method of restricting software operation within a license...” is non-limiting, and the term “license” thus does not need to be construed. If the preamble is held to be limiting, “license” means “authorization or verification to run.”	The entire preamble of the claim is limiting. “license” means “a legal contract between a software provider and a user that specifies the rights of the user to use, distribute or resell the software”
“license record” (Claims 1, 3, 6, 8-9, 14, 16)	“a record associated with a <u>licensed</u> program with information for verifying that	“a record associated with a program with information for verifying that <u>the program is</u>

¹ For terms whose constructions are similar, the Parties have underlined the portions of the constructions that differ.

Claim Term	Ancora's Proposed Construction	Defendants' Proposed Construction
	<u>licensed program</u> "	<u>licensed</u> "
"volatile memory" (Claims 1, 6, 9, 11)	"memory whose data is not maintained <u>or becomes inaccessible</u> when the power is removed"	"memory whose data is not maintained when the power is removed"
BIOS (Claims 1, 3, 7, 9, 12, 16)	"An acronym for Basic Input/Output System. It is the set of essential startup operations that run when a computer is turned on, which test hardware, starts the operating system, and support the transfer of data among hardware devices."	"An acronym for <u>B</u> asic <u>I</u> nput / <u>O</u> utput <u>S</u> ystem. It is the set of essential startup operations <u>stored in ROM</u> that run <u>automatically</u> when a computer is turned on, which test hardware, starts the operating system, and support the transfer of data among hardware devices."
"non-volatile memory of the BIOS" [Plaintiff] "memory of the BIOS" [Defendants] (Claim 1)	This term does not require separate construction.	"a memory that: (i) stores the BIOS; (ii) is not recognized by an operating system as a storage device; and (iii) does not have a file system"
"program" (Claims 1, 3, 6, 9-10, 14, 16)	"a set of instructions <u>for</u> a computer"	"a set of instructions <u>that can be executed by</u> a computer"
"selecting a program residing in the volatile memory" (Claims 1, 6)	plain and ordinary meaning	"running a program in the volatile memory"
"using an agent to set up a verification structure in the erasable, non-volatile memory of the BIOS" (Claim 1)	plain and ordinary meaning "agent" means "a software program or routine"	This limitation is a means plus function limitation governed by pre-AIA 35 U.S.C. § 112 ¶ 6. Function: "set up a verification structure in the erasable, non-volatile memory of the BIOS" Structure: Algorithm found at 6:18-28; if not, indefinite due to a lack of corresponding structure

Claim Term	Ancora's Proposed Construction	Defendants' Proposed Construction
“set up a verification structure” (Claims 1, 3, 7, 14)	plain and ordinary meaning	“forming a structure by encrypting a license record using a pseudo-unique key for each computer”
“verifying the program using at least the verification structure” (Claims 1, 9, 16)	“confirming whether a program is licensed using at least the verification structure”	“confirming <u>through an operating system (OS) level application</u> whether a program is licensed using at least the verification structure”
“acting on the program according to the verification” (Claims 1, 10)	plain and ordinary meaning Also, “the verification” means “verifying the program using at least the verification structure from the erasable nonvolatile memory of the BIOS”	“(i) allowing the use of the program if licensed or (ii) restricting the program’s operation if not licensed, using an operating system (OS) level application” The antecedent basis for “the verification” is the earlier step of “verifying the program using at least the verification structure from the erasable nonvolatile memory of the BIOS”
Order of the Claim 1 Steps	The “verifying a program” step cannot be completed until the “selecting a program” and “using an agent” steps have been completed, and the “acting on the program” step cannot be completed until the “verifying” step has been completed.	The “verifying the program” step and “acting on the program” step of claim 1 must occur, in order, after the “selecting a program” step and “using an agent” step
“first non-volatile memory area of the computer” (Claim 7)	plain and ordinary meaning	“read only memory area of the computer” ²

² Defendants Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. do not join Defendants LG Electronics Inc. and LG Electronics U.S.A., Inc. in the construction of this term.

Date: May 1, 2020

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