

Paper No. ____

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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Zynga Inc.
Junior Party
(Application No. 10/658,836
Inventors: Rolf E. Carlson and Michael W. Saunders),

v.

IGT
Senior Party
(Patent No. 7,168,089
Inventors: Binh T. Nguyen, Michael M. Oberberger and
Gregory Hopkins Parrott).

Patent Interference No. **105,747 (RES)**
(Technology Center 2400)

IGT'S OPPOSITION TO ZYNGA'S SUBSTANTIVE MOTION 3
(For Judgment That IGT's Involved Claims Are Unpatentable)

sf-3313570

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1 **I. EVIDENCE IN OPPOSITION TO THE MOTION**

2 Pursuant to Standing Order ¶ 122.4.1, a list of the exhibits relied upon in support of this
3 Opposition is attached as Appendix 1.

4 **II. RESPONSE TO FACTS FROM MOTION AND STATEMENT OF MATERIAL**
5 **FACTS IN SUPPORT OF OPPOSITION**

6 As provided in the Standing Order ¶ 122.4.2.1, Appendix 2 of this opposition is a statement
7 responding to each material fact alleged in Zynga’s motion, as well as additional material facts upon
8 which this opposition relies.

9 **III. INTRODUCTION**

10 Zynga moves to invalidate all of the claims of International Gaming Technology’s (“IGT’s”)
11 Patent No. 7,168,089 (“IGT patent”), asserting that IGT’s independent claims are obvious in light of
12 Zynga’s Patent No. 7,260,834 (“’834 patent”) alone, or in combination with Patent No. 6,805,634
13 (“Wells”). The ’834 patent is entitled “cryptography and certificate authorities in gaming machines,”
14 and, as its name suggests, primarily is direct to encryption techniques, which ensure the secrecy of
15 information transmitted in a gaming network, and the use of certificate authority servers and other
16 techniques to verify the identity of users on the network (authentication). The patent does not
17 concern the transfer of gaming software, and, therefore, does not address the fundamental problem
18 solved by the invention of the IGT patent – how to authorize and monitor transfers of gaming
19 software, so as to be able to download gaming software and comply with the regulatory framework
20 associated with transfers of gaming software.

21 As a result, the ’834 patent does not disclose or make obvious a limitation included in all of
22 the IGT claims – the “software authorization agent.” The “software authorization agent” is a device
23 that authorizes (that is approves or rejects) specific transfers of gaming software based on the
24 applicable rules, and monitors (that is tracks) these transfers. The ’834 patent also does not disclose a
25 “request” for the transfer of specific gaming software, another limitation of all of IGT’s claims.
26 Additionally, the ’834 patent does not teach other limitations included in independent Claims 1, 52
27 and 84, which further distinguish these claims from the prior art. Finally, Wells, which Zynga only
28 relies on for its teaching of the transfer of gaming software, does not remedy these deficiencies.

1 Therefore, one of ordinary skill would have understood that the '834 patent does not render any of
2 the IGT patent's claims obvious, either alone or in combination with Wells.

3 **IV. CLAIM CONSTRUCTION**

4 **A. Legal Standards for Claim Construction**

5 Claim construction requires the Board to determine the meaning of disputed claim terms “to a
6 person of ordinary skill in the art in question at the time of the invention, i.e., as of the effective filing
7 date of the patent application.” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312-13, 75 U.S.P.Q.2d 1321,
8 1326 (Fed. Cir. 2005) (en banc). Here, the relevant date is April 3, 2002, the filing date of the
9 application that issued as the IGT patent. (Ex. 1001; *see also* Ex. 1021 ¶¶ 4-6 (describing level of
10 skill at that time).) Claim construction begins with an examination of the language of the asserted
11 claims. *See Phillips*, 415 F.3d at 1312, 75 U.S.P.Q.2d at 1325. Where the meaning of a claim term
12 as understood by persons of skill in the art is not immediately apparent, the Board looks to publicly
13 available sources, such as “the words of the claims themselves, the remainder of the specification,
14 the prosecution history, and extrinsic evidence concerning relevant scientific principles.” *Id.* at
15 1314, 75 U.S.P.Q.2d at 1327 (citations omitted). The specification “is the single best guide to the
16 meaning of a disputed term,” and “[u]sually, it is dispositive.” *Id.* at 1315, 75 U.S.P.Q.2d at 1327
17 (citations omitted).

18 **B. The IGT Patent**

19 The IGT patent concerns gaming systems in which gaming software and gaming information
20 may be securely transmitted over “a public network such as the Internet.” (Ex. 1001 at 4:28-30.) In
21 particular, the IGT patent teaches methods and systems that allow gaming software to be downloaded
22 electronically from one device to another in a manner that permits compliance with regulations
23 governing the highly regulated gaming industry. A device called the “software authorization agent”
24 authorizes and monitors the transfers of gaming software, allowing the gaming software to be
25 downloaded electronically by the individual player terminals or gaming machines. (*Id.* at 4:37-40;
26 24:38-43.) The invention of the IGT patent represents a considerable advance over the prior art
27 because it enables the electronic installation of gaming software, and avoids the need for manually
28 checking the software before installation. (*Id.* at 24:56–25:5; Ex. 1021 ¶¶ 19-20.)

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