

Exhibit 31

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Honorable Richard A. Jones

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

<p>ANCORA TECHNOLOGIES, INC.,</p> <p style="padding-left: 40px;">Plaintiff,</p> <p style="padding-left: 80px;">v.</p> <p>HTC AMERICA, INC., a Washington Corporation, HTC CORPORATION, a Taiwanese corporation,</p> <p style="padding-left: 40px;">Defendants.</p>	<p>) Civil Action No. 2:16-cv-01919 -RAJ</p> <p>)</p> <p>) DEFENDANTS' CLAIM</p> <p>) CONSTRUCTION BRIEF</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>
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1 at 1311 (citing *B. Braun Med., Inc. v. Abbott Labs.*, 124 F.3d 1419, 1424 (Fed. Cir. 1997)). Even
 2 if the specification discloses corresponding structure, the disclosure must be of “adequate”
 3 corresponding structure to achieve the claimed function. *Noah*, 675 F.3d at 1311–12 (citing *In re*
 4 *Donaldson Co.*, 16 F.3d 1189, 1195 (Fed. Cir. 1994) (en banc)). Therefore, if a person of
 5 ordinary skill in the art would be unable to recognize the structure in the specification and
 6 associate it with the corresponding function in the claim, a means-plus-function clause is
 7 indefinite. *Id.* at 1312.

8 **V. AGREED CONSTRUCTIONS**

9 The parties agree on the construction of the following terms of the '941 Patent:

10 Claim Term	Agreed Construction
11 volatile memory area 12 (Claim 1)	memory area whose data is not maintained when power is removed
13 erasable non-volatile memory area of a BIOS 14 (Claim 1)	erasable memory area of a BIOS whose data is maintained when the power is removed
15 the verification structure from the erasable 16 non-volatile memory of the BIOS 17 (Claim 1)	plain and ordinary meaning
18 verification structure accommodating data that 19 includes at least one license record 20 (Claim 1)	data structure for verifying whether a program is licensed, with the data structure including at least one license record
21 verifying the program using at least the verification structure (Claim 1)	confirming whether a program is licensed using at least the verification structure
22 the verification (Claim 1)	The antecedent basis for “the verification” is the earlier step of “verifying the program using at least the verification structure from the erasable non-volatile memory of the BIOS”

23 **VI. DISPUTED CONSTRUCTIONS**

24 **A. “license”**

25 Defendants’ Construction	Ancora’s Construction
26 Permission granted by another entity to use a program	Plain and ordinary meaning / Preamble non-limiting

27 The parties dispute whether the preamble is limiting and the meaning of “license.”
 28 Ancora proposes no construction. However, HTC believes that construction of the term by

1 evidence shows that agent does not refer to any particular software and is not described in the
2 patent. Ancora should not be permitted to avoid the *quid pro quo* for using functional language.

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4 Respectfully submitted,

5 KNOBBE, MARTENS, OLSON & BEAR, LLP

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7 Dated: September 23, 2019

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