EXHIBIT 4

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

RFCYBER CORP.,	§	Case No. 2:20-cv-00274-JRG
	§	(LEAD CASE)
Plaintiff,	§	
	§	**JURY TRIAL DEMANDED**
v.	§	
	§	
GOOGLE LLC and GOOGLE PAYMENT	§	
CORP.,	§	
	§	
Defendants.	§	

RFCYBER CORP.,	§	Case No. 2:20-cv-00335-JRG
	§	(MEMBER CASE)
Plaintiff,	§	
	§	**JURY TRIAL DEMANDED**
v.	§	
	§	
SAMSUNG ELECTRONICS CO., LTD. and	§	
SAMSUNG ELECTRONICS AMERICA,	§	
INC.,	§	
	§	
Defendants.	§	

PLAINTIFF RFCYBER CORP.'S
REPLY CLAIM CONSTRUCTION BRIEF

applet is a software component, and that it is configured to perform tasks; the dispute is to whether it can perform multiple tasks.

C. "e-purse/electronic purse" ('218 Patent: all claims, '855 Patent: all claims, '787 Patent: all claims, '009 Patent: claims 3-5)

The term is readily understandable as an electronic purse and can be applied without construction; the Court should therefore give this term its plain and ordinary meaning.

An e-purse is not limited to storing money. While there is no dispute that an e-purse, like any purse, can store money, Samsung seizes on embodiments directed to storing money and asks the Court to limit the claims to those embodiments. (Resp. at 6-12.) However, an e-purse, just like a physical purse, is not limited to only storing money (or being a stored-value card) and can store credit card numbers and other financial-related materials. Absent a clear disclaimer, the Court should not limit the claims.

Samsung misinterprets the prosecution history, which does not limit an e-purse to an "application that stores electronic money locally." The applicant distinguished an "e-wallet" based on the e-wallet's use of an e-card as an "identity card"; *i.e.*, the "e-wallet" prior art was a server-side only implementation. (Ex. E, '218 File History, 12/31/2010 Resp, at 7.) Nothing in the prosecution history or in the specification amounts to a clear and unambiguous disavowal of claim scopes that would limit the claims to a local-only implementation, or to an "application that stores electronic money locally." Samsung incorrectly argues that the applicants stated that an e-wallet "stores credit cards or e-cards." Resp. at 7. Samsung is wrong: first, the prior art e-card "is used as an identity card for logging in to the system" and is not a credit card. (Ex. E at 9.) And second, an e-wallet stores "credit-card and personal info *at the backend,*" that is, on another server. (*Id.* (emphasis added).) When shopping, the user uses the e-card to log into the system and submit the

backend-stored information to make purchase. (*Id.*)[1] This is different from the claimed invention, where the information to make purchases may be available locally, and not exclusively on the backend. (Ex. E at 9 ("[A]n e-purse in the instant application describes about electronic money in a local portable device.") Indeed, the electronic money applicants discussed is not limited to a stored value; instead, "electronic money" is a "generic name for the exchange of money through the internet." (Ex. M at 191.) Accordingly, there has been no clear and unmistakable disclaimer that would limit e-purse to "stor[ing] electronic money locally." *Cordis Corp. v. Boston Sci. Corp.*, 561 F.3d 1319, 1329 (Fed. Cir. 2009) ("A disclaimer must be 'clear and unmistakable,' and unclear prosecution history cannot be used to limit claims.").

As RFCyber noted in its opening brief, (Open. at 11) some dependent claims require the payment server to communicate with a financial institution to authorize a transaction, a step not required if the money is only locally stored, but that is required to conduct credit card transactions. Samsung does not substantively address these limitations, other than to argue that they are related to funding or financing an e-purse, which Samsung does not define or construe. (Resp. at 11-12.)

Samsung resorts to the prosecution history of a different patent with a different specification, the '046 Patent. (*Id*. at 11.) But the '046 Patent's claims require a specific e-purse "maintained locally in the mobile device" that has its own balance and does not send a payment request to a payment gateway. ('218 Patent, at cl. 1.) If all of these elements were common to every e-purse, as Samsung suggests, there would have been no need for the '046 Patent to specifically recite them as limitations.

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[1] Samsung's interpretation (Resp. at 8 n.7) of the prior art reference discussed in the office action is irrelevant. It is the patentee's words that control the meaning of the claim terms. *E.g.*, *Omega Eng'g, Inc. v. Raytek Corp.*, 334 F.3d 1314, 1326 (Fed. Cir. 2003) ("[O]ur precedent requires that the alleged disavowing actions or statements made during prosecution be both clear and unmistakable.").

GlobalPlatform specification. (Samsung Br. at 27.) But none of these embodiments require that the claims be construed to require non-volatile memory. Samsung's extrinsic evidence does not compel a contrary conclusion. The Oxford Dictionary definition requires that installing software puts it into its "permanent location from where it will be executed." (*Id.* at 29 (quoting Ex. 15).) But a permanent location does not imply or require ***permanent storage***. As the definition explains, installation often requires configuration, unpacking compressed files, and other processing; that is, to install is to "prepare for operation." The other two cited references do not even mention the word "install." (Samsung Br. at 29 (quoting Ex. 11 and Ex. 7).)

Because "install" is easily understandable, and because Defendants' construction is actually contrary to the plain meaning of the term, the Court should reject Defendants' construction and apply the plain and ordinary meaning. However, if the Court feels that construction is necessary, it should construe install as "to set in place and prepare for operation."

E.   "payment server" ('218 Patent: all claims, '855 Patent: claim 7, '787 Patent: all claims)

"Payment server" is easily understandable as a server used to enable a payment and requires no construction. Samsung seeks to change the inventors' language to impose the limitation "server for settling a payment." But the specifications of the Asserted Patents say nothing about "settling a payment;" indeed, the words "settle" or "settling" do not appear anywhere in the patents. Instead, Samsung's limitation is imported (Samsung Br. at 41-43) from a different claim term ("payment gateway") in the '046 Patent, which is actually directed to settling payments. (Ex. 1, '046 Patent at 1:16-20 ("[T]he present invention is related to a mobile device configured to settle payments…").) The construction of a different term, in a different patent, with a different specification, does not govern this term.

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