
No. 25-1485

**United States Court of Appeals
for the Federal Circuit**

IN RE: BLAZE MOBILE, INC.,

Appellant,

Appeal from the United States Patent and Trademark Office in
Ex Parte Reexamination Control No. 90/019,135

**CORRECTED BRIEF FOR *AMICI CURIAE* SAMSUNG
ELECTRONICS CO., LTD AND SAMSUNG ELECTRONICS
AMERICA, INC. IN SUPPORT OF APPELLEE/AFFIRMANCE**

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September 4, 2025

CERTIFICATE OF INTEREST

Counsel for *amici curiae* Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. certifies the following:

1. Represented Entities (Fed. Cir. R. 47.4(a)(1):

Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc.

2. Real Party in Interest (Fed. Cir. R. 47.4(a)(2)):

Not applicable.

3. Parent Corporations and Stockholders (Fed. Cir. R. 47.4(a)(3)):

Samsung Electronics America, Inc. is a wholly owned subsidiary of Samsung Electronics Co., Ltd.

4. Legal Representatives (Fed. Cir. R. 47.4(a)(4)):

None.

5. Related Cases (Fed. Cir. R. 47.5(a)):

Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. v. Blaze Mobile, Inc. and Michelle Fisher, Case No. 3:21-CV-02989 (N.D. Cal.) is related. A Notice of Related Case information has been filed.

6. Organizational Victims and Bankruptcy Cases (Fed. Cir. 47.4(a)(6)):

Not applicable.

September 4, 2025

/s/ Todd M. Friedman, P.C.

Todd M. Friedman, P.C.

TABLE OF CONTENTS

Rule 28(j) Notice of Filing in Related Cases.....	1
Interest of Amici Curiae.....	2
Summary of Argument.....	5
Argument	8
I. Khedouri Teaches The “User Login Information/User Authentication” Claim Limitations Even Under Blaze’s Erroneous Construction.	8
A. Blaze’s Construction Is Wrong And The Board’s Analysis Should Be Affirmed.....	9
B. Khedouri Teaches “User Input Login Information,” Even Under Blaze’s Construction Requiring That The Information Be “Sufficient To Confirm That The User Is Permitted Access To A Previously-Established Account.”	13
1. Khedouri Teaches A PIN For Both User Authentication And Purchase Authorization.....	13
2. Khedouri’s PIN Is “User Input Login Information” Under Blaze’s Construction.	16
II. Khedouri Discloses Sending “The Identification Of One Or More Products” And The “Transaction Purchase Request” To the “Remote Management Server,” Even Under Blaze’s Construction.	21
A. Blaze’s Construction Should Be Rejected And The Board’s Findings Affirmed.....	22
B. The Challenged Claims Are Unpatentable Under Blaze’s Construction.	24
III. Khedouri In Combination With Goldthwaite Teach And Render Obvious A “Remote Management Server” And “Transaction Server.”	30
A. Blaze’s “Remote Management Server” And “Transaction Server” Constructions Are Wrong And The Board’s Findings Should Be Affirmed.	30

B.	Under Blaze’s Constructions of “Remote Management Server” And “Transaction Server,” The Claims Are Unpatentable.....	32
1.	Khedouri And Goldthwaite Teach The Claimed “Servers” Under Blaze’s Constructions.....	32
2.	Blaze’s Purported Motivation To Combine Arguments Should Be Rejected.....	36
	Conclusion.....	39

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Bradium Techs. LLC v. Iancu</i> , 923 F.3d 1032 (Fed. Cir. 2019)	38
<i>FDA v. Wages & White Lion</i> , 145 S.Ct. 898 (2025)	4
<i>In re Google Tech. Holdings LLC</i> , 980 F.3d 858 (Fed. Cir. 2020)	31
<i>KSR Int’l Co. v. Teleflex Inc.</i> , 550 U.S. 398 (2007)	38
<i>In re Mouttet</i> , 686 F.3d 1322 (Fed. Cir. 2012)	37, 38
<i>Phillips v. AWH Corp.</i> , 415 F.3d 1303 (Fed. Cir. 2005)	11
<i>In re Ratti</i> , 270 F.2d 810 (CCPA 1959)	37
<i>TriVascular, Inc.v. Samuels</i> , 812 F.3d 1056 (Fed. Cir. 2016)	37
<i>Vicor Corp. v. SynQor, Inc.</i> , 869 F.3d 1309 (Fed. Cir. 2017)	4
Statutes	
5 U.S.C. §706	4
Rules	
Fed. R. App. P. 29	2, 4

RULE 28(J) NOTICE OF FILING IN RELATED CASES

Pursuant to Fed. Cir. R. 28(j), *amici curiae* Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. (collectively, “Samsung”) are filing substantially the same amicus brief in related case nos. 25-1484 and 25-1485. Those appeals have not been consolidated or formally designated as companion cases, but have been the subject of at least one common order (*e.g.*, 25-1484, Dkt. 10 (order modifying captions of both appeals)), and have proceeded on the same schedule. Both appeals involve related patents. And in both, Appellant Blaze raises substantially the same issues, using identical argument headings and nearly identical text. This brief answers a subset of Blaze’s arguments. The arguments made herein apply equally to both appeals. Thus, for efficiency and to minimize any burden on the Court and parties, Samsung is filing substantially the same brief in both appeals. Following this Court’s Rule 29(c) and the Practice Note to Rule 32, the brief is being filed separately in each case, with each version bearing the individual case number and caption of the case in which it is filed, and citing to the briefs and joint appendix of the case in which it is filed.

INTEREST OF AMICI CURIAE¹

Samsung respectfully submits this amicus brief in support of affirming the results below.

Samsung submitted the request for *ex parte* reexamination that led to the proceedings below. Samsung is also a party in *Samsung Electronics Co. Ltd. et. al v. Blaze Mobile, Inc. and Michelle Fisher*, Case No. 21-CV-02989-EJD (N.D. Cal.), where Samsung is seeking a declaratory judgment that it does not infringe U.S. Patent Nos. 10,699,259 and 10,825,007 (the patents at issue in appeal nos. 25-1484 and-1485), along with six other patents. In that district court action, patent owner Blaze filed counterclaims accusing numerous Samsung products of infringement. The district court action has been pending since 2021, and has been stayed since 2023 pending the result of the *ex parte* reexamination proceedings and the ensuing appeals.

Samsung has a direct, substantial interest in the outcome of this appeal, as it is being sued for infringement of the patent at issue here,

¹ Pursuant to Fed. R. App. P. 29(b)(4)(E), the amici state that no counsel for a party authored this brief in whole or in part, no party or its counsel contributed money that was intended to fund preparing or submitting this brief, and no one but the amici and their counsel contributed financially to the brief's preparation and submission.

and the Court’s resolution of the validity and claim construction issues here could affect Samsung’s defenses as well as other patents involved in the same lawsuit. Through its experience litigating the district court case and preparing the underlying request for *ex parte* reexamination, Samsung is knowledgeable about these patents, the prior art, and the issues raised in this appeal. Samsung submits this brief to provide additional context supporting the Director’s arguments for affirmance and to the aid the Court in deciding the appeal.

In this appeal, the Director’s brief—with which Samsung fully agrees—focuses on why Blaze’s claim construction arguments lack merit, and why the obviousness rejections should be affirmed under the constructions applied below. This brief focuses on Blaze’s additional arguments regarding what follows should the Court agree with Blaze’s constructions. §§V.A.4, B.4, C.2-3. The Court need not reach those arguments if it rejects Blaze’s constructions. This brief provides additional support for rejecting Blaze’s constructions and also explains why Blaze’s claims are obvious *even under Blaze’s* constructions. The Court should affirm in all events, but the most that could possibly result from Blaze’s arguments is remand, not “revers[al],” as Blaze

requests. Br. at 64. Under the APA, this Court’s review must take “due account ... of the rule of prejudicial error.” 5 U.S.C. §706; *see Vicor Corp. v. SynQor, Inc.*, 869 F.3d 1309, 1325 (Fed. Cir. 2017); *FDA v. Wages & White Lion*, 145 S.Ct. 898, 928–31 (2025). For the reasons the Director explains, there is no error at all. For the reasons this brief explains, there is no prejudicial error, because even under Blaze’s constructions, the claims are obvious.

Per Fed. R. App. P. 29(a)(2), a motion for leave accompanies this brief.

SUMMARY OF ARGUMENT

This Court should affirm the Patent Office's determination that all claims of the '007 patent (appeal no. 25-1484) and the '259 patent (appeal no. 25-1485) are unpatentable. As the Director explains, Blaze's numerous claim construction arguments (which are the same in both appeals) lack merit, and affirmance necessarily follows once those arguments are rejected. This brief provides additional context and explains that Blaze's arguments must still fail *even* under Blaze's (incorrect) claim constructions.

First, Blaze contends that “user input login information including an identification code associated with the user” must be “information authenticating the user” that is “sufficient to confirm that the user is permitted access to a previously-established account.” Samsung agrees with the Director that Blaze's construction is wrong. Most fundamentally, Blaze's construction seeks to improperly read narrowing limitations into claim 1 in the hope of excluding Khedouri from its scope. But Blaze's construction is grounded in language and requirements that do not exist in the claims, and that are based on an artificial and untenable distinction between the related concepts of

“authentication” and “authorization,” ignoring the clear intrinsic record—and common sense—that a PIN, which is a personal **identification** number, can be used to both authenticate a user and authorize a purchase transaction.

Should Blaze’s construction be adopted, however, Khedouri discloses it. Khedouri expressly discloses that its PIN is used to **authenticate** a user so that the user’s credit card information may be retrieved from a subscriber database to pay for the purchase of a song through Khedouri’s music-player application. Only after authentication occurs via the PIN, Khedouri sends the credit card information to a third-party credit card authorizer to **authorize** the transaction. This is a separate but related authorization process that allows payment to be made and the transaction completed. Thus, based on Khedouri’s express disclosure, Khedouri’s PIN is “sufficient to confirm that the user is permitted access to a previous established account.”

Second, Blaze seeks to construe “the identification of one or more products” to further require “having prices that are purchased” and the “transaction purchase request” to be “of the identified products.” Neither of these constructions is correct, as the Director explains,

including because they merely repeat language that is already in other parts of the claim.

Nonetheless, even under Blaze’s constructions of both terms, Khedouri teaches these limitations. Khedouri teaches that the user first selects a song in its digital catalogue that has a specific price assigned to it, and then presses a “buy now” button to initiate the transaction and purchase the full song file for the specified price. Khedouri further teaches that both the user’s request and a transaction purchase request are communicated to the server. After the user is authenticated and the purchase is authorized, Khedouri’s server will then download the selected and purchased product—the song’s file, a DRM key, or both—to the mobile device.

Third, Blaze contends that “remote management server” and “transaction server” should be construed to include numerous additional limitations. As the Director explains, these constructions should be rejected because they merely repeat what the claim already requires and serve no purpose in resolving the patentability dispute. Yet even under Blaze’s constructions, Khedouri and Goldthwaite teach those limitations. Khedouri teaches the “remote management server” and

that “standard electronic billing procedures” are used to process payment. Goldthwaite explains these “standard” billing procedures, including the server-side functionality for processing payment, which includes a transaction server that processes payment and provides a confirmation to indicate payment has been made. Substantial evidence supports that a POSITA would have looked to Goldthwaite for disclosure of “standard” billing procedures, as both references are undisputedly directed to systems and methods for making mobile purchases.

ARGUMENT

Samsung agrees with the Director that none of Blaze’s claim constructions are correct and that under the broadest reasonable interpretation, which applies in *ex parte* reexamination proceedings, the obviousness rejections should be affirmed. Even under Blaze’s erroneous constructions, Blaze’s arguments still fail, as Khedouri and Goldthwaite teach or render obvious each disputed claim limitation.

I. Khedouri Teaches The “User Login Information/User Authentication” Claim Limitations Even Under Blaze’s Erroneous Construction.

As the Director’s brief explains, the Board correctly construed the “user login information”/“user authentication” claim limitations.

Blaze’s contrary arguments would add unwritten limitations to the claims and rely on a fictitious dichotomy between “authorization” and “authentication” where information used for one cannot be used for the other. The Court need go no further to address the first issue raised in Blaze’s brief, and Blaze does not dispute that the claims are unpatentable if its construction is rejected.

But even under Blaze’s construction—should the Court reach it—Khedouri teaches the “user login information”/“user authentication” claim limitations, and the Court should still affirm. Blaze is wrong to argue for reversal on that basis. Br. § V.A.4.

A. Blaze’s Construction Is Wrong And The Board’s Analysis Should Be Affirmed.

Samsung agrees with the Director’s sound reasoning for why Blaze’s construction of the “user login information”/“user authentication” limitations should be rejected. Opp. at 11–12.² Most notably, Blaze adds that “information authenticating the user” must be “sufficient to confirm that the user is permitted access to a previously-

² “Opp. at __” refers to the Director’s brief, Dkt. 25.

established account.” Br. at 10–11.³ Blaze argues this construction⁴ is necessary because the Board supposedly erred by “conflating user authentication with transaction authorization.” Br. at 10–12, 26–27. Because Blaze contends Khedouri’s PIN is only for “authorization”—which is wrong, as further discussed below—the goal of Blaze’s construction is to effectively inject a limitation that excludes “information” purportedly used only for “authorization” so Blaze can argue Khedouri’s PIN does not meet the limitation.

The intrinsic record does not support Blaze’s construction. For example, the claims do not require the “user input login information” to be used for “authentication,” nor do they exclude “information” that can also be used to “authorize” a transaction. Indeed, the ’259 specification teaches that user input login information, such as a PIN, can be used for ***both*** authentication and authorization, explaining that “[a]fter the consumer enters any necessary validation information (*e.g., pin*) to provide a multi-factor ***authentication and confirms the***

³ “Br. at __” refers to Blaze’s opening brief, Dkt. 16.

⁴ Blaze’s opening brief does not explain the purpose of adding “at the mobile device” or changing “associated with” to “for.” Samsung disputes that either of these constructions are necessary or appropriate, and they too should be rejected.

transaction, the online purchase is processed as normal by the merchant’s online processor.” Appx0071–72 (’259 Pat., 4:14-18, 4:38-42, 5:4-8).⁵ Through incorporation by reference to the ’234 Patent Application, the specification also confirms that a PIN is indeed login information. *See* Opp. at 11 (discussing same).

Blaze’s construction appears to be primarily based on definitions taken from extrinsic dictionary definitions, which impermissibly focus “the inquiry on the abstract meaning of words rather than on the meaning of claim terms within the context of the patent.” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1321 (Fed. Cir. 2005). Blaze offers definitions for “authentication” or “login” referring to comparing a username and password to “an authorized list” for a “match”—the apparent source of its construction—as well as a conclusory expert declaration parroting these definitions. Br. at 33 (citing Appx3562, Appx4442, Appx4444–45). But none of these definitions are for the actual claim term, “user input login information.” Moreover, even if relevant, none of these definitions supports excluding “information”

⁵ All emphasis added unless otherwise noted.

that can be used for both “authorization” and “authentication” as the ‘259 specification provides.

Relying on claim differentiation, Blaze also argues the Board erred in its construction because it construed “identification code associated with the user” of claim 1 to be “the **same**” as the PIN of claim 4. Br. at 31. That is incorrect—as the Director notes, the Board determined claim 1 requires “user input login information **including** an identification code” and that “claim 1 does **not** require the ‘user input login information’ to include a PIN.” Opp. at 11–12 (citing Appx28; Appx149). There is thus nothing inconsistent with claim 1’s requirement of “receiving user input login information including an identification code,” and dependent claim 4’s requirement “wherein the user input login information includes a personal identification number (PIN)” confirms that a PIN is “user input login information” as required by claim 1.

Accordingly, Blaze’s narrowing constructions should be rejected. Because Blaze’s brief does not address whether the Board’s application of Khedouri under its plain and ordinary meaning construction of “user input login information including an identification code associated with

the user” was correct, Blaze concedes it and the Board’s findings should be affirmed.

B. Khedouri Teaches “User Input Login Information,” Even Under Blaze’s Construction Requiring That The Information Be “Sufficient To Confirm That The User Is Permitted Access To A Previously-Established Account.”

Should the Court nevertheless agree that Blaze’s construction is correct, Khedouri teaches that its PIN is “information authenticating the user” that is “sufficient to confirm that the user is permitted access to a previously-established account.”

1. Khedouri Teaches A PIN For Both User Authentication And Purchase Authorization.

Just like the ’259 patent, Khedouri teaches a mobile device with a non-browser-based application that can be used to purchase digital products, for example musical songs such as MP3 files. Appx2733 (Khedouri, Abstract). Using Khedouri’s music-player application, a user can browse a list of available songs via the mobile device screen, choose a song for purchase, optionally request a sample of the song, and then press a “buy now” button to purchase the song. Appx2752, Appx2755–56, Appx2763 (Khedouri, [0014], [0042], [0094]). Figures 9 and 10 of Khedouri illustrate this functionality, as shown below, where

the user selects a song for purchase in Figure 9 (the song “Jessica”) and then purchases that song in Figure 10 by pressing “buy song”:

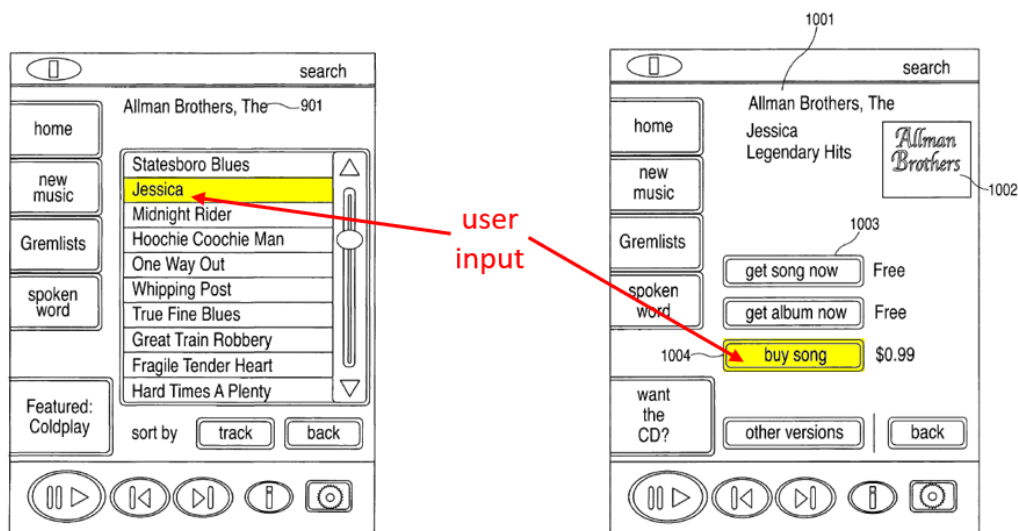


FIG. 9

FIG. 10

To use Khedouri’s music-player application to purchase a song, Khedouri teaches that the user creates an account, saves payment information to a subscriber database, and gets credit card pre-authorization. Appx2758, Appx2766 (Khedouri, [0057], [0137]) (“First, the device asks the user to register. A user must register before they can make any purchase transaction...”). For example, the user inputs personal information (e.g., their name) and credit card information, such as “the digits of the credit card, the type of card, and the expiration date,” as well as “a secure PIN.” Appx2758, Appx2766 (Khedouri, [0057], [0138]). This information is “stored on the network in the

subscriber database (302, Fig. 3).” Appx2758 (Khedouri, [0057]). Using this information, the system “perform[s] a credit card authorization process” that, if approved, subscribes the user. *Id.* This account-creation process can be done directly on the device using “any variety of input mechanisms,” such as a “spinning” character technique. Appx2758, Appx2766, Appx2741 (Khedouri, [0057], [0138], Fig. 8).

After the user is subscribed, the user can begin making purchases using Khedouri’s music-player application. Appx2766 (Khedouri, [0139]) (“Once a user is registered, he can make purchases.”). When the user subsequently initiates a purchase, Khedouri teaches the user need ***not*** go through account creation again, but can instead “enter a 4-digit security PIN code” which is “similarly stored and verified by the network.” Appx2758, Appx2763 (Khedouri, [0057], [0094]) (“Billing follows the above-described procedure and requires input at the minimum of a PIN code by the user to authorize charges on his or her credit card.”). Once the PIN is entered, Khedouri’s software “**authenticates** the device, the user, and request,” and, if approved, processes payment using the user’s saved credit card information, and

delivers the digital product to the mobile device. Appx2765 (Khedouri, [0109]–[0110]).

Khedouri’s software is precisely the same type of system that Blaze sought to claim years later when it filed the ’259 Patent. As Blaze explains, “a user subscribes to a mobile wallet” application in which the user is “assigned credentials,” such as a WalletID and “***user-defined PIN***.” Br. at 32 (quoting Appx4420, [0016]). The user also sets up in the mobile wallet “payment methods (e.g., credit card, debit card, prepaid card, etc.).” Appx071 (’259 Pat., 4:20-43). When the user is ready to make a purchase, the user “opens his mobile wallet,” pushes a “Buy now” button. *Id.* Just like Khedouri, the user is prompted to “enter[] any necessary validation information (***e.g., pin***) to provide multi-factor ***authentication*** and confirms the transaction.” *Id.* If this PIN is correct, *i.e.*, it matches the saved “user-defined PIN,” the user is authenticated and “the online purchase is processed as normal by the merchant’s online processor.” *Id.*

2. Khedouri’s PIN Is “User Input Login Information” Under Blaze’s Construction.

Under Blaze’s construction of the “user login information/user authentication” claim limitations requiring the “user input login

information” be “sufficient to confirm that the user is permitted access to a previously-established account,” Khedouri teaches the limitations.

As discussed above, Khedouri teaches that the user first establishes an account, including a PIN. Thus, Khedouri discloses a previously established account. Subsequently, when the PIN is entered, Khedouri’s software authenticates the user by checking the PIN against the previously saved PIN. Appx2765 (Khedouri, [0109]–[0110]). If the user is authenticated, the user’s credit card number is retrieved from Khedouri’s subscriber database, only after which the transaction is authorized using a “standard electronic credit card billing procedure.” Appx2758, Appx2765 (Khedouri, [0057], [0109]–[0110]). By performing this authentication step prior to authorization and requiring the user to only input a PIN, Khedouri “confirms” that the PIN is “sufficient” to access the “previously-established account.”

Blaze offers several arguments that attempt to distinguish between a PIN used for “authorization” as opposed to “authentication.” Br. at 36–41. None of those arguments have merit, and they misstate Khedouri’s disclosures or ignore that Khedouri teaches the use of a PIN for *both* user authentication *and* transaction authorization. For

example, Blaze argues that “Khedouri’s network is simply verifying that the 4-digit security PIN code ***maps to the user’s card information***,” or the PIN “is simply a code for input for Khedouri’s credit card authorization process.” Br. at 37–40. That is incorrect. Khedouri’s PIN is the same as the user-selected PIN that was created upon account creation at the registration stage. Appx2766 (Khedouri, [0138]) (“The user enters his name, etc., including credit card information” and “sends this information through the network ***(including a secure PIN ... the user is registered and an account is created)***”), Appx2758 (Khedouri, [0057]) (PIN code is “similarly stored and verified by the network”). By entering the PIN, Khedouri’s system verifies the identity of the user—indeed, “PIN” stands for personal ***identification*** number—and permits access to the user’s credit card information stored in the subscriber database and use of that information to make a song purchase. Appx2758 (Khedouri, [0057]) (“the user’s card information can be stored on the network in the subscriber database (302, FIG.3) in order that the user would not need to re-enter this information but would only need to enter a 4-digit Security PIN code that is similarly stored and verified by the network”);

Appx2765 (Khedouri, [0109]) (“Upon connection, the device sends the request. The server **authenticates** the device, user, and request.”). Only after user authentication does Khedouri authorize the transaction using “standard electronic billing procedures.” Appx2758, Appx2763 (Khedouri, [0057], [0094]). Blaze ignores Khedouri’s disclosure about creating a PIN at the first stage for purposes of authenticating the user when making subsequent purchases, which is telling.

Blaze also wrongly argues Khedouri does not teach “inputting user input login information from a non-browser based application.” Br. at 39–41. Regardless of whether some embodiments involve a laptop or desktop computer, Blaze does not and cannot dispute that Khedouri expressly teaches a non-browser based application on a mobile device. Appx2752 (Khedouri, [0014]) (“the device obtains files from a server ... ***without using a browser-type application***”), Appx2765 (Khedouri, [0121]) (“An important feature of the invention is that a device can access and download information and content ***without a browser***”), Appx2766 ([0137]) (“Consummating a purchase transaction on a ***non-browser...***”).

Further, Khedouri teaches the user enters the PIN into the non-browser software “through any of a variety of ***input*** mechanisms, such as the ‘***spinning character technique***’ used in the preferred embodiment for search purposes (802, FIG. 8).” Appx2753–63 (Khedouri, [0057]; *see also id.*, [0021], [0043], [0045], [0052], [0057], [0078], [0094]). Using this technique, “[t]he user toggles a switch up or down to modify the displayed character” and “[o]n pushing the toggle button in, the character is entered.” Appx2758 (Khedouri, [0057]); *see also id.* (“spinning’ ***input*** technique”). The “toggles” and “text display box” the user “inputs” the PIN through using the spinning character technique are illustrated as 802 in Khedouri’s Figure 8, which shows Khedouri’s non-browser application. Khedouri’s reference to the “spinning’ ***input*** technique” is thus a reference to inputting the PIN into the non-browser-based application.

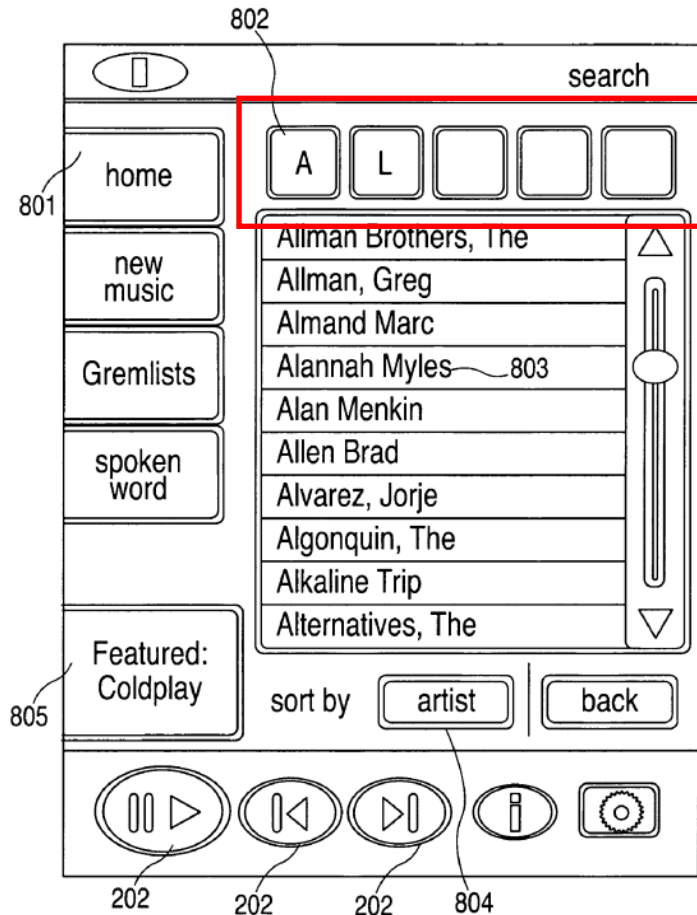


FIG. 8

Accordingly, Khedouri teaches the “user login information/user authentication claim limitations” under Blaze’s constructions.

II. Khedouri Discloses Sending “The Identification Of One Or More Products” And The “Transaction Purchase Request” To the “Remote Management Server,” Even Under Blaze’s Construction.

Blaze’s second argument is that Khedouri does not teach sending the “identification of one or more products” and “the transaction purchase request” to the “remote management server” under its

constructions. Blaze’s constructions are incorrect. But even if they were adopted, Khedouri teaches both limitations.

A. Blaze’s Construction Should Be Rejected And The Board’s Findings Affirmed.

As to claim construction, Blaze proposes that (1) “the identification of one or more products to the remote management server” should further require “having prices that are purchased,” and (2) the “transaction purchase request” should be “of the identified products.” Br. at 42–43. The purpose of these constructions is so Blaze can later argue—based on misrepresentations of Khedouri—that Khedouri’s samples are not “purchased” and that Khedouri’s “full files” are not “identified” but rather pre-downloaded. Br. at 46–51.

As the Director explains, those arguments lack merit. Opp. at 29–31. Other parts of the claims already contemplate a “purchase,” and requiring the “products.” And as further discussed below, neither of those constructions resolve the patentability dispute.

Because Blaze does not dispute that Khedouri teaches both limitations under a plain and ordinary meaning construction, the Board’s unpatentability determination should be affirmed.

Although not explicitly raised in the claim construction portion of its brief, Blaze also injects a third claim construction dispute regarding whether “sending the product identification and sending the transaction purchase request” are “*two distinct steps.*” Br. at 49–51. Blaze points to Figure 3 of the ’259 Patent for support:

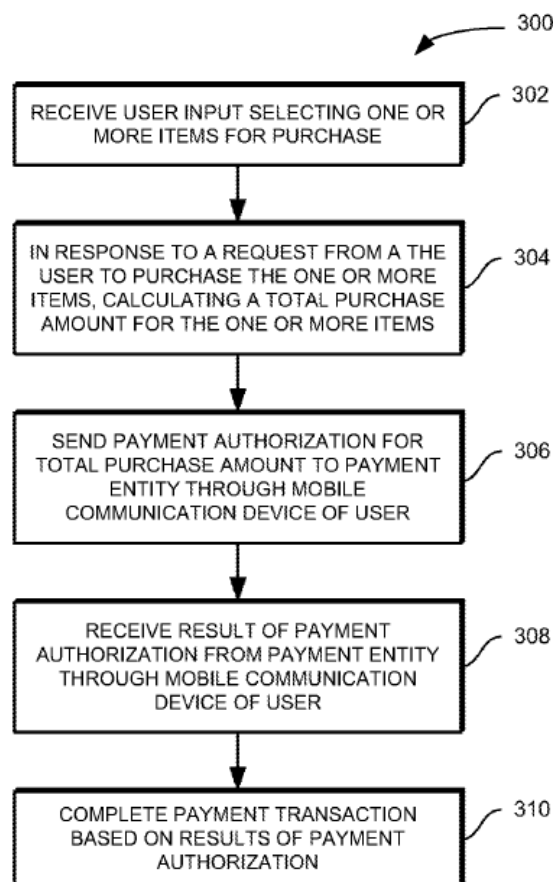


FIG. 3

This argument should also be rejected. Nothing in the claims prevents “sending” both requests at the same time or vis-à-vis the same

user input. The specification also does not support Blaze. Br. at 49–51. Figure 3 does not “confirm[] that sending the product identification and sending the transaction purchase request are two distinct steps,” but rather contemplates a single transmission. Step 302 provides that user input is received, but is silent as to sending that input “to the remote management server.” Blaze contends Step 306 requires sending a separate “transaction purchase request” as “payment authorization,” but Blaze cannot be correct as step 304 provides that the “request from the user to purchase the one or more items” was already received, *i.e.*, step 302. The patent describes Figure 3 in a consistent manner, providing that the user interacts with the device at only step 302, then that “[p]ayment authorization for the total purchase amount is sent to a payment entity” which refers to the software processing the user’s selection. Appx0072 (’259 Pat., 5:40-52). Blaze cites no case supporting the notion that a single user action cannot meet both claim elements.

B. The Challenged Claims Are Unpatentable Under Blaze’s Construction.

Should the Court agree with Blaze’s constructions, Khedouri teaches them.

Khedouri discloses a mobile device software application that allows a user to select and purchase products, *i.e.*, songs to be played in a music player application that have a price. As illustrated in Figures 9–10, the software presents a list of songs that are available for the user to purchase. The user is free to navigate the song options using the mobile device display. Upon selection of a desired song, for example, “Jessica,” the user is presented with options to “get song now” (a sample) for free (1003) or “buy song” (1004) for a listed price.

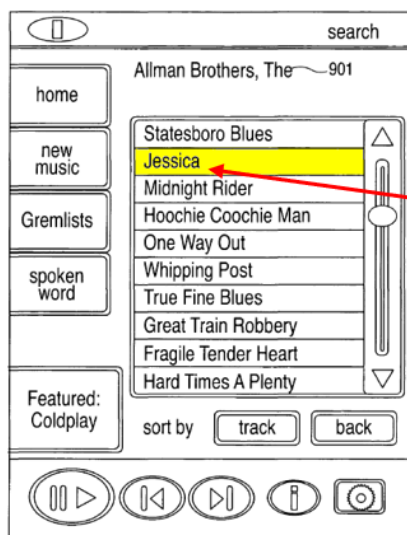


FIG. 9

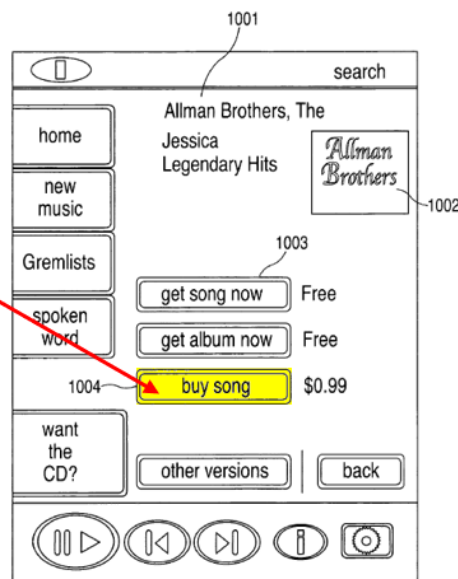


FIG. 10

Appx2763 (Khedouri, [0094]). When the software has a connection through a network, the user can press “buy now” to purchase the track for the listed price. *Id.* If there is no network connection at that moment, after the user selects “buy now” the user’s song selection and

purchase request “is added to a ‘stack’ of tasks that are to occur at a next Internet connection (502, FIG. 5) during a Device-Network Synchronization operation,” and are purchased and downloaded to the user device once a connection is made. Appx2757–Appx2763 (Khedouri, [0064], [0094]; *see also id.*, [0052], [0064], [0066]). Khedouri’s disclosure mirrors how a “user request to purchase an item” is described in the ’259 specification, *i.e.*, “by a user clicking on a ‘buy now’ icon that is displayed on a graphical user interface.” Appx0072 (’259 Pat., 5:46-49).

Khedouri’s teachings regarding the ability to download and purchase full music files meets Blaze’s construction. Even Blaze admits that Khedouri’s full music files are “products that have prices and may be purchased,” thereby satisfying the first part of its construction. Br. at 47.

Blaze nonetheless contends that Khedouri’s “full files” are not enough because both the user’s song selection and a transaction purchase request for that song are not “identified” and also separately sent to the remote server. *Id.* Instead, Blaze argues that Khedouri allegedly pre-downloads files “without any identification of the full file,

in anticipation of the possibility that the user will purchase the full file.” *Id.*

Blaze is incorrect. Khedouri contemplates two scenarios, not merely a DRM embodiment, in which a “product” is downloaded: (a) where the file is pre-downloaded and a DRM key (the “product”) is later purchased to unlock it, and (b) where the file itself and the DRM key (together the “product”) are not pre-downloaded, but purchased at the same time. Appx2765 (Khedouri, [0110]) (“the user is offered the opportunity to purchase the full file” which “may have already been delivered to the device”). Both scenarios contemplate transmission of the user’s “identification of the full file,” as the system must have a way of knowing which DRM key or music file to send. Khedouri teaches “a user can select an item for download ... on the user interface of the device” which is “queued up until a network connection becomes available.” Appx2765 (Khedouri, [0108]). The “device logs the selected request.” Appx2766 (Khedouri, [0139]). Then, “[w]hen the device connects to the network, the purchase is processed, and the content is sent.” *Id.*

Khedouri also teaches transmission of the “identification of one or more products” and “transaction purchase request.” Pressing “buy now” causes the device to process a transaction, logging both the song and request to purchase and sending both pieces of information so the song can be purchased. Appx2763, Appx2766 (Khedouri, [0094], [0139]). Alternatively, as shown below, Khedouri teaches the user on a first screen selects a song in the catalogue (Figure 9) and then presses “buy song” to purchase that song (Figure 10). Both teachings fit how Blaze describes the alleged “two distinct steps” of Figure 3 in which “the products are first selected for purchase” and then a “transaction purchase request is sent.” Br. at 49. To the extent Blaze is suggesting that Khedouri does not contemplate sending the “selection” and “purchase request” separately, that is also incorrect. Khedouri teaches that if a network connection is available, ongoing transmissions can occur. Appx2761, Appx2765–66 (Khedouri, [0079], [0122]–[0123], [0134], [0136]).

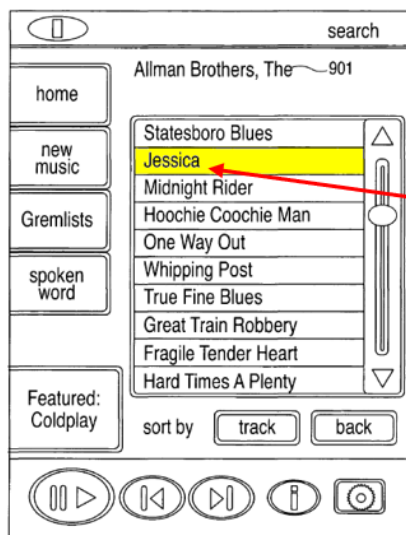


FIG. 9

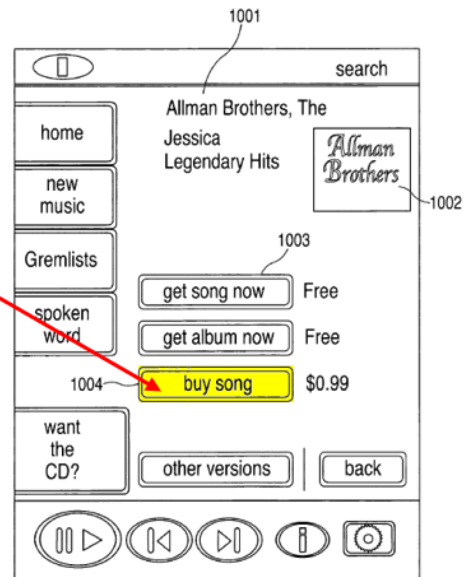


FIG. 10

Further, both the music file and DRM key “are identified to have prices and be purchased” (Br. at 50–51), and both the file and the rights to play the file are obtained by the user after making a purchase. Appx2765 (Khedouri, [0108]–[0110]) (“The key is sent after the user purchases the file.”). Blaze does not otherwise dispute that the DRM key meets the limitation.

Accordingly, even under Blaze’s construction, Khedouri teaches sending both “the identification of one or more products” and the “transaction purchase request” to the “remote management server.”

III. Khedouri In Combination With Goldthwaite Teach And Render Obvious A “Remote Management Server” And “Transaction Server.”

Blaze’s third argument is that Khedouri and Goldthwaite do not teach a “remote management server” or “transaction server” under Blaze’s constructions, and that it is improper to combine those references. Blaze’s constructions are wrong, but to the extent they are adopted, Khedouri and Goldthwaite teach all disputed claim limitations.

A. Blaze’s “Remote Management Server” And “Transaction Server” Constructions Are Wrong And The Board’s Findings Should Be Affirmed.

First, as to Blaze’s constructions, Blaze argues “remote management server” should be construed to require (a) receiving “user input login information,” (b) sending “information authenticating the user associated with the user input login information,” and (c) receiving “a transaction verification from a transaction server.” Br. at 52–53. Blaze also contends the “transaction server” (d) “processes the transaction using a payment method that corresponds to the identification code associated with the user” and (e) “wherein the payment method is stored at the remote management server.” *Id.*

Samsung agrees with the Director that Blaze's constructions are wrong and neither term requires construction. Opp. at 16. Namely, these "constructions" merely recite limitations that are already present in the claims. Blaze's brief is also devoid of any explanation of the purpose of these constructions. Merely because they are "consistent with the repeated disclosure in the specification" does not mean they are appropriate.

Blaze also newly argues the "payment method" is different than an "identification code associated with the user." Blaze never made this argument below, and it is therefore forfeited. *In re Google Tech. Holdings LLC*, 980 F.3d 858, 863 (Fed. Cir. 2020). Nonetheless, the specification portion Blaze relies on does not address these terms, much less use or describe them. Br. at 55. Nor has the Director or Samsung argued those terms are "the same." *Id.* And as discussed further below, Khedouri teaches the limitation in any event.

Because Blaze does not dispute that Khedouri and Goldthwaite teach both limitations under their plain and ordinary meaning, the Board's findings should be affirmed.

B. Under Blaze’s Constructions of “Remote Management Server” And “Transaction Server,” The Claims Are Unpatentable.

Nevertheless, should the Court adopt Blaze’s constructions, Khedouri and Goldthwaite teach the limitations.

1. Khedouri And Goldthwaite Teach The Claimed “Servers” Under Blaze’s Constructions.

As discussed above (*see supra* Part I(B)(1)), Khedouri teaches that the user inputs their PIN to first authenticate the user and then authorize a payment transaction. As to the payment processing piece, Khedouri teaches the system “performs a credit card authorization process” and charges the user’s credit card through “a standard electronic credit card billing procedure.” Appx2758 (Khedouri, [0057]). To understand this “standard” billing procedure, the Board correctly found that a POSITA would have looked to other similar references, such as Goldthwaite, which discloses an exemplary back-end system for processing a payment transaction. Appx2797–800 (Goldthwaite, Figs. 4, 4A–4C).

Goldthwaite describes how after a user places an order “directly from [a] mobile phone device” using “a shopping application” and “is prompted to authorize the purchase and choose a payment card,” the

system processes the transaction. Appx2813 (Goldthwaite, [0025]). Like the '259 Patent, Goldthwaite teaches that a remote server “routes the payment card information and the order information” to “the financial institution 112 that has issued the payment card,” and that “[t]he financial institution 112 processes the payment transaction and sends a confirmation of the payment transaction”—*i.e.*, a transaction verification—to the remote server. Appx2810–14 (Goldthwaite, [0021], [0025], [0006], [0008], [0027]–[0029]). This is consistent with the '259 specification's description of the “transaction server” functionality, *i.e.*, a payment entity that receives a request for and provides “payment authorization” enabling a transaction to proceed. Appx0061, Appx0070, Appx0072 ('259 Patent, Abstract, 1:66-2:4, 2:61-3:2, 5:46-60, 6:39-42).

Khedouri and Goldthwaite teach a “remote management server” and “transaction server” under Blaze's constructions, respectively. As to “remote management server,” Blaze concedes that Khedouri's management server sends “information authenticating the user associated with the user input login information,” and “receives a transaction verification from a transaction server.” Br. at 56–57.

Indeed, Blaze’s brief is devoid of any explanation as to why these limitations are not met. *Id.*

Instead, Blaze appears to be disputing whether Khedouri’s remote server “store[s] the payment method,” arguing “Khedouri’s credit card authorization process using a PIN representing a credit card number is not nearly sufficient to satisfy these claim requirements.” *Id.* Blaze is incorrect. Khedouri expressly teaches the “payment method” is a credit card, which is saved with the subscriber database. Appx2758 (Khedouri, [0057]). Khedouri also teaches that the PIN corresponds to the user-selected PIN that was created upon account creation at the registration stage and is used to retrieve the associated credit card information from the subscriber database. Appx2766 (Khedouri, [0138]) (“The user enters his name, etc., including credit card information” and “sends this information through the network (including a secure PIN ... the user is registered and an account is created”)); Appx2758 (Khedouri, [0057]) (PIN code is “similarly stored and verified by the network”). Thus, Khedouri’s PIN and credit card are different, and it is the credit card number—not the PIN—that is verified during authorization.

As to “transaction server,” Blaze disputes that Goldthwaite discloses a “transaction server” that sends a “transaction verification to the remote management server.” Br. at 58–59. But, as the Director correctly points out, the Board relied on Khedouri for the “remote management server,” not Goldthwaite. Opp. at 36–38. Moreover, Goldthwaite repeatedly describes how after a transaction is processed by the “financial institution,” its authentication server receives a “payment confirmation” (“transaction verification”) from the payment server. Appx2793, Appx2810–15 (Goldthwaite, [0021] (“The financial institution 112 processes the payment transaction and sends a confirmation of the payment transaction to the payment server 106 ... The payment server 106 routes the payment confirmation to the merchant server 104 ... and routes the payment confirmation to the authentication server 107.”); see also *id.*, Abstract, [0006], [0008] [0025]–[0026], [0028], [0029], Cl. 1 (all disclosing similar)). This allows the system to know that payment has been made, so that it can retrieve the product. Goldthwaite’s authentication server parallels Khedouri’s remote server, as they both communicate with the user’s mobile device and authenticate the user through a PIN. Compare Appx2758

(Khedouri, [0057]) *with* Appx2812 (Goldthwaite, [0021]). Thus, Blaze is incorrect that Goldthwaite does not disclose a “transaction server” that sends a “transaction verification to the remote management server”—Goldthwaite expressly does.

Blaze’s parallel argument, *see* Br. at 59, that Goldthwaite’s authentication server is not a “remote management server” because it also allegedly does not receive a “payment confirmation” fails for the same reason. Tellingly, Blaze ignores Goldthwaite’s full disclosure and selectively quotes the reference.

2. Blaze’s Purported Motivation To Combine Arguments Should Be Rejected.

Finally, Blaze argues a POSITA would not have been motivated to combine Khedouri and Goldthwaite because they are “fundamentally different” references, and modifying Khedouri with the teachings of Goldthwaite would “change” its principle of operation.

Substantial evidence supports the Board’s contrary view, and Blaze again misconstrues the references. There is no dispute Khedouri and Goldthwaite teach systems for performing a payment transaction on a mobile device. Blaze instead alleges Khedouri and Goldthwaite are “fundamentally different” because Khedouri does not expressly describe

a “transaction verification.” Br. at 60–63. However, as discussed above, Khedouri teaches “standard electronic billing procedures” are used for making payment, which includes a “payment confirmation” as Goldthwaite provides. Appx2758 (Khedouri, [0057]); Appx2810 (Goldthwaite, [0006]).

As the Board explained, combining Khedouri and Goldthwaite follows from the “straightforward” point that “Goldthwaite provid[es] more details about what Khedouri says is a routine process.” Appx0057. No “change” is needed to Khedouri, much less one that would “destroy” its “basic objective” or change “basic principles” under which Khedouri was designed. *See* Br. at 63 (quoting *TriVascular, Inc.v. Samuels*, 812 F.3d 1056, 1068 (Fed. Cir. 2016)); *see also In re Mouttet*, 686 F.3d 1322, 1332 (Fed. Cir. 2012) (affirming obviousness; rejecting argument that combination would “destroy” primary reference’s “principle of operation.”); *In re Ratti*, 270 F.2d 810, 813 (CCPA 1959) (considering whether combination would “require a substantial reconstruction and redesign of the elements” or “change ... the basic principles under which [a prior art reference] was designed to operate”).

Goldthwaite merely makes explicit what is implicit in Khedouri's reference to "standard electronic credit card billing procedure." Part of the "standard" procedure includes receiving a transaction authorization, which Khedouri already accounts for. For obviousness, prior art "must be considered not only for what it expressly teaches, but also for what it fairly suggests" to a skilled artisan. *Bradium Techs. LLC v. Iancu*, 923 F.3d 1032, 1049 (Fed. Cir. 2019); *Mouttet*, 686 F.3d at 1331. The factfinder "can take account of the inferences and creative steps that a person of ordinary skill in the art would employ." *KSR Int'l Co. v. Teleflex Inc.*, 550 U.S. 398, 418 (2007). That is all the Board did here. See Appx0058-59 (quoting *KSR*).

Khedouri already contemplates a "payment confirmation" because Khedouri's server needs to know that payment has been made before downloading a purchase song to the user, and to the extent it does not, Blaze fails to explain how a "payment confirmation" would "violate" or "destroy" Khedouri's system. It would not. Adding a "payment confirmation" would help ensure products are only sent once payment has been made. In this context, Blaze's argument merely registers its

disagreement with the Board's motivation-to-combine finding, which is supported by substantial evidence.

CONCLUSION

For these reasons and those discussed in the brief of the Director of the United States Patent and Trademark Office, Samsung respectfully requests that this Court affirm the final decisions of the Board finding all claims of the '259 Patent unpatentable.

Date: September 4, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

On September 4, 2025, the undersigned caused the foregoing document to be filed electronically by using the Court's CM/ECF system. All parties are represented by registered CM/ECF users and will be served by the appellate CM/ECF system.

/s/ Todd M. Friedman, P.C.

Todd M. Friedman, P.C.

CERTIFICATE OF COMPLIANCE

The undersigned certifies that this brief complies with the type-volume limitation of Federal Rule of Appellate Procedure 32(a)(7)(B). The brief contains 6,172 words, excluding the parts of the brief exempted by Federal Rule of Appellate Procedure 32(a)(7)(B)(iii). This brief complies with the typeface requirements of Federal Rule of Appellate Procedure 32(a)(5) and the type style requirements of Federal Rule of Appellate Procedure 32(a)(6). The brief has been prepared in a proportionally spaced typeface using Microsoft Word 365 in Century Schoolbook 14-point font.

/s/ Todd M. Friedman, P.C.

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