

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON

OpenSesame, Inc. v. GO1 Pty, Ltd.

OpenSesame · No. 3:21-cv-1258-SI · Decided May 5, 2026

SUMMARY

The United States District Court for the District of Oregon construes disputed terms in U.S. Patent No. 8,784,113 in an action between OpenSesame, Inc. and GO1 Pty, Ltd. The court adopts the parties’ agreed construction of “user” and adopts GO1’s proposed constructions of “network-side” and “client-side,” based primarily on the patent’s description, prosecution history, and network-topology context. The document is an opinion and order on claim construction in a patent dispute.

CASE DETAILS

COURT	United States District Court for the District of Oregon
WRITING FOR THE COURT	Michael H. Simon
JURISDICTION	United States District Court for the District of Oregon
DECIDED	May 5, 2026
DOCKET	3:21-cv-1258-SI
DISPOSITION	other
PROCEDURAL POSTURE	Patent-infringement declaratory-judgment action in which the parties sought construction of four terms in U.S. Patent No. 8,784,113.
STANDARD OF REVIEW	Claim construction is a matter of law. The court applied the ordinary and customary meaning of claim terms as understood by a person of ordinary skill in the art, considered in the context of the claims, specification, prosecution history, and, where appropriate, extrinsic evidence.
PRECEDENTIAL VALUE	Unknown; district-court claim-construction opinion and order.

TOPICS

- patent law
- patent infringement
- intellectual property
- commercial litigation

PRACTICE AREAS

- patent law
- patent infringement
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QUESTIONS PRESENTED

1. What construction should be given to the patent term "user"?
2. Whether "network-side" and "client-side" refer to the respective ends of a client/server connection based on relative network topology rather than physical location or management.
3. What construction should be given to the patent term "content player," including whether the definition should include software "configured when executed" to play content.

HOLDINGS

1. "User" means "A person who uses the e-learning system, such as an author, instructor, training manager, learner, or student."
2. "Network-side" means "The provider's (that is, the server's) end of a client/server connection, as opposed to the client's end."
3. "Client-side" means "The user's (that is, the client machine's) end of a client/server connection, as opposed to the server's end."
4. "Content player" means "Software that plays content provided by the e-learning system."

KEY QUOTATIONS

"[t]he invented system and method operate within each of (and across) a 'client-side' and a 'network-side.'"
(113 Patent at 6:48-50)

"Generally, although not exclusively, 'client-side' refers to the devices and/or operations of a training manager and/or a learner, typically including an LMS" (113 Patent at 6:50-55)

"The network-side in an exemplary but non-limiting embodiment includes, for example, a licensing/reporting server, a content player, a catalog, and a CDN. A payment system, when present, is also typically represented on the network side." (113 Patent at 6:56-62)

"The Court therefore adopts the following constructions for the terms "network-side" and "client-side.""
(Conclusion)

FACTUAL BACKGROUND

OpenSesame and GO1 develop and market e-learning technology, including learning management systems that host digital coursework. OpenSesame's '113 Patent claims a system architecture using a SESAMESEED proxy to permit e-learning content to be stored remotely, updated more easily, and used across changing content standards and platforms. The claim-construction dispute concerned the meanings of "user," "network-side," "client-side," and "content player" in the patent's e-learning delivery system.

PROCEDURAL HISTORY

OpenSesame brought an action against GO1 seeking a declaratory judgment that GO1 infringed one or more claims of the '113 Patent. The parties originally disputed the construction of the terms "user," "network-side,"

"client-side," and "content player." After a claim-construction hearing on April 6, 2026, the parties agreed on the construction of "user," and the court construed all four terms in its Opinion and Order.

DISPOSITION

other

CASES CITED

- Markman v. Westview Instruments, Inc., 52 F.3d 967, 976 (Fed. Cir. 1995) (en banc), aff'd, 517 U.S. 370 (1996)
- Vitronics Corp. v. Conceptronic, Inc., 90 F.3d 1576, 1580, 1582 (Fed. Cir. 1996)
- Phillips v. AWH Corp., 415 F.3d 1303, 1312-18, 1323 (Fed. Cir. 2005) (en banc)
- Innova/Pure Water, Inc. v. Safari Water Filtration Sys., Inc., 381 F.3d 1111, 1115-16 (Fed. Cir. 2004)
- Thorner v. Sony Comput. Entm't Am. LLC, 669 F.3d 1362, 1365 (Fed. Cir. 2012)
- Hormone Research Found., Inc. v. Genentech, Inc., 904 F.2d 1558, 1563 (Fed. Cir. 1990)
- O2 Micro Intern. Ltd. v. Beyond Innovation Tech. Co., 521 F.3d 1351, 1361 (Fed. Cir. 2008)
- Stubmo v. Eastman Outdoors, Inc., 508 F.3d 1358, 1362 (Fed. Cir. 2007)
- Merck & Co. v. Teva Pharms. USA, Inc., 395 F.3d 1364, 1372 (Fed. Cir. 2005)
- Medrad, Inc. v. MRI Devices Corp., 401 F.3d 1313, 1319 (Fed. Cir. 2005)
- DeMarini Sports, Inc. v. Worth, 239 F.3d 1314, 1324 (Fed. Cir. 2001)
- Douglas Dynamics, LLC v. Buyers Prod. Co., 717 F.3d 1336, 1342 (Fed. Cir. 2013)
- Kara Tech. Inc. v. Stamps.com Inc., 582 F.3d 1341, 1348 (Fed. Cir. 2009)
- Decisioning.com, Inc. v. Federated Dept. Stores, Inc., 527 F.3d 1300, 1308 (Fed. Cir. 2008)
- Graham v. John Deere Co., 383 U.S. 1, 33 (1966)
- Abbott Labs. v. Sandoz, Inc., 566 F.3d 1282, 1289 (Fed. Cir. 2009)
- Comput. Docking Station Corp. v. Dell, Inc., 519 F.3d 1366, 1374 (Fed. Cir. 2008)
- Inverness Med. Switzerland GmbH v. Warner Lambert Co., 309 F.3d 1373, 1382 (Fed. Cir. 2002)
- C.R. Bard, Inc. v. U.S. Surgical Corp., 388 F.3d 858, 862 (Fed. Cir. 2004)
- Key Pharms. v. Hercon Labs. Corp., 161 F.3d 709, 716 (Fed. Cir. 1998)
- AstraZeneca AB v. Mylan Pharmaceuticals Inc., 19 F.4th 1325, 1329 (Fed. Cir. 2021)
- Takeda Pharm. Co. Ltd. v. Zydus Pharms. USA, Inc., 743 F.3d 1359, 1363 (Fed. Cir. 2014)
- Iridescent Networks, Inc. v. AT&T Mobility, LLC, 933 F.3d 1345, 1352-53 (Fed. Cir. 2019)
- Aylus Networks, Inc. v. Apple Inc., 856 F.3d 1353, 1361 (Fed. Cir. 2017)
- Promptu Sys. Corp. v. Comcast Corp., 92 F.4th 1372, 1381 (Fed. Cir. 2024)
- Norian Corp. v. Stryker Corp., 432 F.3d 1356, 1359 (Fed. Cir. 2005)
- Grace Instrument Indus., LLC v. Chandler Instruments Co., 57 F.4th 1001, 1012 (Fed. Cir. 2023)

