

# Location Based Services (as perfected in US6370629) and who actually owns them.

How does the Ruling from USDC 14-03629/WHA affect LBS from US6370629 and US6393126?

V 1.0 –Todd S.Glassey, 20-Sep-2019

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## Summary

The controls on the portions of US6370629 (and much of US6393126) called Location Based Services are owned as external rights, and while in some instances are controlled by the US6370629 settlement, uses of them outside those patent protections and licensing terms, both persist after the US6370629 patent expiry and as a separate set of IP which is not available for use by any party without licensing properly.

## What are Location Based Services (“LBS”) in computing frameworks

Location Based Services (as designed by Todd S. Glassey) are a set of Computing Policy Controls providing Time and Location object level control on any data, connection, or other computing element.

## What does LBS do

They, LBS, pertain to controls which provide POLICY LEVEL CHECKPOINTS AND ACCESS FACILITIES for DATA inside Computers, Computer Services, and Computer Controlled Events. They are based on PHYSICAL TIME AND LOCATION – i.e. what actual time is it or where are we; they pertain to LOGICAL TIME AND LOCATION – i.e. logical elements like “inside this computer, at this time or a time when x,y,z happens or completes; of VIRTUAL TIME AND LOCATION – I.e, within the context of an instance of time or location in a Cloud System. While Cloud Computing was codified after the US6370629 patent was filed, it was read and waiting for Cloud Systems and Virtual Machine Instances of Time and Location.

## Who then invented the Policy Controls for applying LBS

LBS was invented by Todd S. Glassey, in the 1996-1999 time frame and perfected under contract by Mark Hastings company Digital Delivery Inc, acting as a Patent Agent in the filing of US6370629 based on a document called the Co-Inventor Agreement. Mr. Hastings sole role was in contracting with Glassey to file the US6370629 patent as an amendment to his ‘992 Patent for the Digital Delivery ConfidentialCourier™ product. See the Settlement at the link below for more details on the ‘992 patent. See the Co-Inventor Patent Filing Retainer Agreement here:

<https://patentandiprecoveries.files.wordpress.com/2018/04/contracts-co-inventor-agreement.pdf>

Typically, the LBS are defined in section 2.3 of the Settlement, and the full ownership rights acknowledged as separate from the Hastings rights and only licensed for a right to use, in section 3.3 of the Settlement document.

See the settlement at <https://patentandiprecoveries.files.wordpress.com/2018/04/contracts-sym00001-sym00011.pdf>

## Why would Glassey design this?

As to why, Glassey was mentored by the creator of TIME SHARING COMPUTING, Dr. John McCarthy of the Stanford AI Lab where Glassey was an intern from the age of 14 onward, and “Glassey predicted and designed used for the time and location controls for any number of applications from Weapons Control, to Financial Systems Receipt Generation, to Systems Process and Automation Systems Controls and a number of other uses (including but not limited to Fuel Refining and Delivery Control, Aircraft Navigation, Submarine Navigation and others)”.

Glassey also had NIST design COMMONVIEW GPS under DIRECT WHITEHOUSE APPROVAL from the Clinton WHITEHOUSE to allow him to “place a legal instance of the US Timebase virtually anywhere on earth as needed per 15 USC 272 terms” as the basis of the clock service for the US6370629. This is codified under NIST CRADA 1681, later sold to Glassey, and CRADA 1767 giving Glassey sole rights to sell CRADA 1681 services in all forms.

## What about US6393126, who is its actual inventor since much of it looks like US6370629

The US6393126 patent is derived from a set of NDA controlled documents Glassey provided to DATUM as part of a REQUEST FOR QUOTE (“RFQ”). DATUM neither invented US6393126 or its uses which it contracted nCipher to build, that being a software-only system for timestamping content and verifying it. These were all part of the RFQ which DATUM received from Glassey under NDA to get pricing on their building.

Instead of responding, DATUM ‘lied to Glassey’ about their intentions, and had Glassey and his partner Michael McNeil come on board as Consultants to work with Mitch Stone, VP of Marketing and Sales of Bancom/DATUM to properly document the market for Glassey’s designs. Mitch is a wonderful person and was equally used in this alleged fraud, he had nothing to do with it in any form and was fired by Hastings after the CEO of DATUM, Eric Van Dre Kaay fired Robinson for writhing this specific email to us during the same time frame DATUM was covertly buying Hastings company to obtain US6370629. See the email here <https://patentandiprecoveries.files.wordpress.com/2019/08/complaint-contract-fraud-robinson-datum-has-no-interest-in-phase-ii-technologies-1.pdf>

As a named Inventor of the US6393126 and party to the seven US6380-629 patent frauds, Mr. Robinson’s commentary is clearly untruthful here.

As to who actually invented the Trusted Timing Infrastructure (“TTI”) – here is its settlement, it pertains to three derivatives of the original Glassey TTI system and the use of the Glassey Term “Trusted Timing Infrastructure” which is the key thing to prove Glassey and McNeil were the providers of this. The Settlement is limited to the DATUM version of the TRUSTED TIMING INFRASTRUCTURE described in the Settlement fully, and no other timing systems or methods.

As such it provides no rights to file the US6393126 patent and never would have been signed if such a thing was proposed. It is limited to a Master Clock of a specific manufacturers type, and configuration, and a Trusted Local Clock module derived from the DATUM BC635 timekeeping module and nothing

else. It does provide for FULL RIGHTS to those and to use the Glassey Term TRUSTED TIMING INFRASTRUCTURE in a Tradefiling, but no other components of any other timing methods not defined in detail enough to identify and provide transfer of those IP to DATUM. See it at <https://patentandiprecoveries.files.wordpress.com/2018/04/contracts-sym00012-sym00028.pdf>

## **The Extorted US6370629 Settlement**

After illegally buying and transferring the US6370629 filing to its name by purchasing the Digital Delivery Company in June of 1999, DATUM went rogue and sued Glassey and McNeil for a specious set of claims, to force a settlement they would write and control the delivery of. DATUM used financial extortion and this lawsuit, and freezing all payments owed to Glassey and McNeil to force a settlement which they later manipulated and falsified the delivery of.

## **The Signature Page Swap fraud with the “other Settlement”**

In its actions controlling the delivery of the US6370629 document – Again see it here <https://patentandiprecoveries.files.wordpress.com/2018/04/contracts-sym00001-sym00011.pdf> , DATUM switched the signature page from a similar document, the TTI Settlement, see it here <https://patentandiprecoveries.files.wordpress.com/2018/04/contracts-sym00012-sym00028.pdf> , and then withheld the US6370629 Settlement for 13 years while the patents life was being expired all illegally claiming to third parties the Settlement for US6370629 did not exist.

## **The fraudulent withholding of the US6370629 settlement ended 13 years later – by accident**

In February of 2013 the actual Settlement for US6370629 was recovered through a Santa Cruz Litigation (09-CV-165643/Marigonda) as an accidental turn over from DATUM SUCCESSOR SYMMETRICOM attorney John Burton. Mr. Burton provided as part of discovery, all contracts between Glassey, McNeil and his Client in a fully executed fashion, ending his Clients withholding of the US6370629 settlement for 13 years. This turnover also impacted US DOJ and in particular the FBI who also claimed this document, the US6370629 Patent Settlement simply didnt exist.

## **Why would anyone claim that? The Settlement is designed ONLY TO PROVIDE FOR DEVELOPER USES.**

In Section 8 of the US6370629, we see the successor rights for licensing of the IP to any party, or that any party who files derivatives must do in their licensing, other than pay for the patent filings at \$300000 each.

Remember this is not a General, Universal release with the ability to reassign the Choice of Law any products derived from it can be operated under. This is a developers only release.

## **Under the terms in the US6370629 Settlement what is supposed to happen when anyone files a Patent which uses the LBS services?**

Each patent filed using the LBS defined in the US6370629 Settlement will pay \$300000 for the filing of the Patent, whether it issues or not. Further, any issued patent is fully bound by Section 8 terms pertaining to products or services that are issued under that new Patent.

## **How much should have been paid to date?**

To date there is over \$85M USD in arrears from parties like Apple, IBM, HP, Microsoft, Symantec, Sony and others who have not paid for the US6370629 derivative filing fee, or paid a release such that their products are not bound by Section 8 of the Settlement terms. Most specifically that those products must accept and license only using the Laws of the State of California. In 2014 at the end of the Trial there were 274 derivatives listed on the USPTO and GOOGLE Patent Sites, see the FULL LIST of them here <https://patentandiprecoveries.files.wordpress.com/2019/07/full-list.pdf> .

To further demonstrate its frauds, the USPTO has fraudulently in violation of the Ruling of the Court which had the unintended consequences of freezing that list as well – removed many (over 100) of the Patents the US Government wanted to sidestep US6370629 compliance mandates against, many of these patents the US Government cannot operate without including PDF File, Weapons Systems, and Patents impacting large contributors to various Congressional Campaigns.

Another \$35M (see <https://patentandiprecoveries.files.wordpress.com/2018/04/complaint-pto-notice-on-us-6393126-b1.pdf> and <https://patentandiprecoveries.files.wordpress.com/2019/07/us6393126-cited-by-list-118.pdf> ) is also owed in the illegal derivatives of the US6393126 patent instance of which there are 118 listed today. Again, which has been given judicial immunity in the US because a number of these uses impact National Security and in particular the operations of the PRISM surveillance service run by the NSA/GCHQ as part of the Five Eyes global watchdog operations.

## **Under the terms of the USDC 14-03629/WHA ruling, how are the rules to be implemented in Apple, Facebook, Google, Microsoft, Oracle, and other vendors code using LBS?**

The USDC 14-03629/WHA matter was a case to “set aside the Sections of the Settlement” which instead of doing, it judicially perfected the terms of the Settlement. Parties to the Litigation – who are fully bound to this are APPLE, GOOGLE, FACEBOOK \*(as a DOE), MICROSOFT, ORACLE, and others.

These parties and their partners using the derivative patents taken from US6370629’s Location Based Service (of which there are over 274 today), are all bound by the effects (and the unintended

consequences) of the ruling from USDC 14-03620/WHA and the fact “None of the parties or any Amicus filed any brief claiming future rights to refute being bound to the settlement terms fully”.

This is very important since US6370629 is arguably inside every computer on earth today.

## **Global Implications**

Because of the Illegal filings and Abandonment of US6370629 instances in the Seven Evil Sisters, and failure to apply California Law to them and their other sibling US6393126, or its derivatives there is global impact.

### **What are the US6370629 “seven evil sisters”?**

When DATUM went rogue under DOJ protection, it filed seven (7) illegal copies of US6370629, and then abandoned them.

It eventually petitioned Glassey and McNeil for a new filing it claimed was the only other filing than the US6370629 filing, one in South Africa, but had not turned over the Settlement to them yet, and would need to pay them the additional \$300000 for the filing. DATUM never disclosed it had also filed in the EU, AU, BR, CA in 1999.

They (DATUM through Counsel) agreed to do that (pay the \$300000) and turn over the Settlement, and so a limited assignment was executed under the Settlement Terms in may of 2000 for the filing DATUM claimed through Counsel had not happened yet. In fact it happened over 8 months previously and South Africa had detected anomalies in the signatures, so it was demanding new releases from Glassey and McNeil be submitted for the South African patent.

The release for the South African Patent was voided by fraud in the inducement and failure to perform when DATUM several weeks later refused to 1) finally turn over the executed Settlement; and 2) pay the \$300000 for the filing as required in the Settlement terms.

What Glassey and McNeil did not know yet was that DATUM had illegally filed five (5) US6370629 instances in 1999 prior to the Settlement Execution, and filed two (2) more in 2000 (South Korea and Japan). All filed illegally. All of which they had prosecuted to various levels and abandoned. All done clearly to create a black-hole around the US6370629 IP in those jurisdictions and under the Judicial Protection of those Nations.

The simple existence of the following filings and their (Those Nations) refusal to prosecute or do anything about the fraudulent filings proves this fully. Those Nations and Filings are: Australia AP54015/99, Brazil BR9904979A, Canada CA2287596a, EU EP0997808a3, Korea KR20000032593a, Japan JP2000163379a, and South Africa ZA9906799a.

## **In today's world what are the implications in GDPR transactions illegally using US6370629 methods**

The GDPR service infrastructure simply cannot rely on any US6370629 uses because it requires the application of California State Law per section 8.1 of the Settlement to properly function. Additionally, many GDPR hosting Nations rely on US6370629's Seven Evil Sisters to cover the uses in their Jurisdiction making the uses criminally tied to those Patent Frauds. As such there is no mechanical way to implement GDPR in any Nation today.

Instead of the GDPR controls California State Law – and California's Privacy Information Control Legislation is instead superior to any local law implemented in the EU or any other Nation implementing the EU GDPR standards.

## **In today's world what are the implications in Weapons Systems illegally using US6370629 methods**

The smart Weapons used in today's world are virtually all tied to US6370629 uses, making them illegal in non-US instances because it requires the application of California State Law per section 8.1 of the Settlement to properly function.

Additionally, from the Settlement Section 8.7 there is a bizarre requirement to get the Target of the Weapon's Use to agree to the terms of being bombed or attacked with a smart weapon using the US6370629 methods or any derivatives of it, in the operations of that weapon. Imagine the process necessary to bomb someone with the US6370629 based weapons. 1) You must approach the Target and say something like "Excuse me – we plan to bomb you tomorrow with US6370629 based munitions, could you sign this release" to which there will be a number of reactions; 2) Get Lost; 3) a burst of gunfire sprayed at the party asking for the release; 4) they say "Yeah sure, here let me sign – and then turn laughing and walk away"...

In all instances the use of US6370629 is also complicated for NATO because of the Seven Evil Sisters making the uses of any Weapons by any party without a release criminally tied to those Patent Frauds. As such there is no mechanical way to implement Smart Weapons which rely on Location Based Services legally using US6370629 in any Nation today. See our amusing brief on this at <https://patentandiprecoveries.files.wordpress.com/2018/09/illegal-uses-wp1.pdf>

## **In today's world what are the implications in Telcom Systems illegally using US6370629 methods**

The Telecom service infrastructure simply cannot rely on any US6370629 uses because it requires the application of California State Law per section 8.1 of the Settlement to properly function. Additionally, many Cellular Phone Operations in various hosting Nations rely on US6370629's Seven Evil Sisters to cover the uses in their Jurisdiction making the uses criminally tied to those Patent Frauds. As such there

is no mechanical way to implement those cellphone services without committing an Antitrust today in any Nation today.

Apple iPhone and Google Android Phones for instance MUST APPLY CALIFORNIA LAW, AND ONLY CALIFORNIA LAW to their operations. That means GDPR in phones is impossible to implement. It means those Phones must implement California Cellular Emissions Regulatory compliance globally. It means California State Taxes and controls on the Telecom Market are the only ones which can be used today, all because the Cellphones and the Cellular Infrastructure relies heavily on Location Based Services from US6370629.

## **In today's world what are the implications in Banking Systems illegally using US6370629 methods**

The Financial service infrastructure simply cannot rely on any US6370629 uses because it requires the application of California State Law per section 8.1 of the Settlement to properly function. Further, it requires the agreement to be bound under California Law per section 8.4 and 8.7 of the Settlement as well.

Additionally, many Financial Operations in various hosting Nations rely on US6370629's Seven Evil Sisters to cover the uses in their Jurisdiction making the uses criminally tied to those Patent Frauds. As such there is no mechanical way to implement those financial services requiring other law than that of California State without committing an Antitrust today in any Nation today.

As to why, Virtually all Banking is controlled by Location Based Services, in reporting, cash reconciliation, database replication and many other activities. Individual Transaction Records ("ITR") in the actual banking systems are provided with account and location/time information, all cryptographically secured in violation of US6370629 service use models. All dependent on Location Based Services from US6370629.

Tools like PCI-SSC (the Payment Card Industry Security Steering Council) and its PCI-DSS standard for cashless transactions using Debit and Credit Cards is fully contaminated and simply does not work without the use of Location Based Services from US6370629 and never has. As such, banking relying on it for its Debit and Credit Card Processing, either in its operations or Retail POS and Credit/Debit Card payment at retailers or for Business Transaction processing, all rely on the illegal uses of US6370629, outside the US6370629 Settlement Terms.

## **In Summary**

This matter seems to impact a number of global treaties and demonstrate failure to implement EU Article 17 controls on private property or be accountable therein. It clearly shows potential war crimes in violating Rome Statute 8(2)(b) and other sections for national appropriation of private property outside of a war, and the genocide of killing using weapons illegally outside the USDC 14-03629/WHA controls set forth in the ruling.



