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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte ROBERT A. VANDAL,
DUANE O. RECKER, and KEITH ALDRICH

Appeal 2018-002551
Application 13/949,413
Technology Center 1700

Before BEVERLY A. FRANKLIN, JAMES C. HOUSEL, and
MERRELL C. CASHION, JR., *Administrative Patent Judges*.

CASHION, *Administrative Patent Judge*.

DECISION ON APPEAL

STATEMENT OF THE CASE

This is a Decision on Appeal under 35 U.S.C. § 134(a) from a final rejection of claim 18. An oral hearing was held on August 23, 2019.¹ We have jurisdiction under 35 U.S.C. § 6.

We AFFIRM.

¹ A written transcript of the oral hearing will be entered into the record when the transcript is made available.

The invention is directed to a method of bonding a bracket to a windshield. Claim 18 is illustrative of the subject matter on appeal and is reproduced below:

18. A method of bonding a bracket to a vehicle windshield, the bracket supporting a rear view mirror and one or more sensors, the method comprising:

following an autoclave glass lamination process where the vehicle windshield is formed, applying the bracket to the vehicle windshield, the bracket supporting the rear view mirror and the one or more sensors, the bracket having a film-based adhesive preapplied to each of a plurality of spaced apart mating surfaces thereof; and

allowing the film-based adhesive to cure so as to bond the bracket to the vehicle windshield, any curing being completed to a desired strength level within 72 hours;

the film-based adhesive on the bracket being applied to the vehicle windshield and allowed to cure at a temperature at or near ambient;

the film-based adhesive having an immediate green strength adequate to fully locate the bracket, along with the mirror and one or more sensors, on the windshield during subsequent curing of the adhesive; and

wherein the film-based adhesive is a moisture cured urethane based film; and

wherein the method further comprises, after said applying, exposing the moisture cured urethane based film to an elevated humidity to promote curing.

Appellant² requests review of the Examiner's rejection of claim 18 rejected under pre-AIA 35 U.S.C. § 103(a) as unpatentable over De Santis (US 3,779,794, issued December 18, 1973), DeAngelis (US 3,781,003, issued December 25, 1973), Feichtmeier (US 6,350,791 B1, issued February 26, 2002), and Zinser (US 2010/0090086 A1, published April 15, 2010). App. Br. 6; Final Act. 5.

OPINION

After review of the respective positions provided by Appellant and the Examiner, we AFFIRM for the reasons presented by the Examiner. We add the following for emphasis.

We refer to the Examiner's Final Office Action for a complete statement of the rejection of claim 18. Final Act. 5–8.

The principal issue for this appeal is whether the cited art teaches or suggests film-based adhesives having an “immediate green strength” adequate to fully locate the bracket on the windshield during subsequent curing of the adhesive.

The Examiner finds that De Santis teaches the use of an adhesive having excellent green tack to bond a material to a vehicle windshield. Final Act. 5–6; De Santis col. 1, ll. 13–17, col. 6, ll. 45–52. The Examiner also finds that “excellent green tack” implies a tackiness capable of adhesion to materials and, thus, the ability to “fully locate” materials such as a bracket on a surface. Final Act. 6. Under the broadest reasonable interpretation, the

² Guardian Glass, LLC is the Applicant/Appellant. Guardian Industries Corp., a corporation of the United States of America, is identified as the real party in interest. App. Br. 3.

Examiner contends that, absent a definition of the term “excellent green tack” in the Specification, De Santis’s “excellent green tack” meets the claimed “immediate green strength” limitation. Final Act. 5–6; Ans. 6–7.

Appellant argues that the cited prior art does not teach using a film-based adhesive having an immediate green strength adequate to fully locate the bracket on a windshield nor is this property inherent in the prior art. App. Br. 8, 10. Appellant contends that the “tackiness” of the adhesive in De Santis does not inherently meet the claimed limitation because the term “tackiness” in itself does not necessarily refer to a property that is strong enough to have an immediate green strength adequate to fully locate the bracket and the items it supports on the windshield during subsequent curing of the adhesive. *Id.* at 9. According to Appellant, there are numerous degrees of tackiness that are not strong enough to support the weight of the claimed bracket and the items it supports such as the mirror. *Id.* Appellant further contends that, while De Santis’s adhesive may be strong enough after curing, there is no indication that it is so strong prior to curing. *Id.*

Appellant’s arguments do not persuade us of reversible error in the Examiner’s determination of obviousness. “[D]uring examination proceedings, claims are given their broadest reasonable interpretation consistent with the specification.” *In re Translogic Tech., Inc.*, 504 F.3d 1249, 1256 (Fed. Cir. 2007) (quoting *In re Hyatt*, 211 F.3d 1367, 1372 (Fed. Cir. 2000)). *See also In re Am. Acad. of Sci. Tech Ctr.*, 367 F.3d 1359, 1364 (Fed. Cir. 2004) (explaining that the scope of the claims in patent applications is not determined solely on the basis of the claim language, but upon giving claims their broadest reasonable construction in light of the specification as it would be interpreted by one of ordinary skill in the art);

Phillips v. AWH Corp., 415 F.3d 1303, 1315 (Fed. Cir. 2005) (“[T]he specification ‘is always highly relevant to the claim construction analysis. Usually, it is dispositive; it is the single best guide to the meaning of a disputed term.’” (citation omitted)). In general,

the PTO applies to the verbiage of the proposed claims the broadest reasonable meaning of the words in their ordinary usage as they would be understood by one of ordinary skill in the art, taking into account whatever enlightenment by way of definitions or otherwise that may be afforded by the written description contained in the applicant’s specification.

In re Morris, 127 F.3d 1048, 1054 (Fed. Cir. 1997).

According to the Specification, “green strength” relates to the necessary grip an adhesive would need to exhibit so as to hold an article, such as a bracket, in place on a windshield without the aid of clamps or tapes. Spec. ¶ 7.

De Santis teaches that the disclosed polyurethane sealant component adheres when applied directly to many surfaces, where curing of the adhesive occurs at room temperature in a few hours under the influence of atmospheric moisture. De Santis col. 1, ll. 38–40, col. 5, ll. 2–3. De Santis also discloses modifying the adhesives to ensure that they have a viscosity precluding sag or flow under the influence of gravity after application to a vertical surface. *Id.* at col. 4, ll. 53–64. One skilled in the art would infer from these disclosures that De Santis’s adhesive would have immediate grip or green strength when applied to surfaces to fully locate items on a windshield. *See In re Fritch*, 972 F.2d 1260, 1264–65 (Fed. Cir. 1992) (holding that a reference stands for all of the specific teachings thereof as well as the inferences one of ordinary skill in the art would have reasonably

been expected to draw therefrom). Therefore, these disclosures support the Examiner's broadest reasonable interpretation that De Santis's adhesive having "excellent green tack"³ describes an adhesive that immediately adheres to a surface as required by the claim.

While Appellant argues that De Santis contemplates the use of a primer in addition to the adhesive/sealant for glass surfaces (App. Br. 13–14), we agree with the Examiner that claim 18 does not exclude the use of primers because of the use of the open transitional language "comprising" (Ans. 9). Moreover, De Santis discloses the use of primers with the adhesive as a preferred embodiment. De Santis col. 5, ll. 5–9. It is well settled that a reference may be relied upon for all that it discloses and not merely the preferred embodiments as suggested by Appellant. *See Merck & Co. v. Biocraft Labs., Inc.*, 874 F.2d 804, 807 (Fed. Cir. 1989) ("[A]ll disclosures of the prior art, including unpreferred embodiments, must be considered." (quoting *In re Lamberti*, 545 F.2d 747, 750 (CCPA 1976))); *In re Fracalossi*, 681 F.2d 792, 794 n.1 (CCPA 1982) (explaining that a prior art reference's disclosure is not limited to its examples).

Therefore, based on the noted De Santis's disclosures, Appellant has not explained adequately why one skilled in the art would not have inferred that De Santis's adhesive has "immediate green strength" as claimed. Further, Appellant fails to direct us to objective evidence showing that De Santis's adhesive would not perform as claimed.

³ We recognize that De Santis uses this term when referring to the primer (col. 6, ll. 47–48). We find, however, that the term is equally applicable to the polyurethane adhesive in view of De Santis broader disclosure (*see* col. 4, ll. 52–65).

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Accordingly, we affirm the Examiner's prior art rejection of claim 18 under 35 U.S.C. § 103 (a) for the reasons presented by the Examiner and given above.

DECISION

The Examiner's prior art rejection of claim 18 under 35 U.S.C. § 103(a) is affirmed.

TIME PERIOD

No time period for taking any subsequent action in connection with this appeal may be extended under 37 C.F.R. § 1.136(a)(1).

AFFIRMED