UNITED STATES PATENT AND TRADEMARK OFFICE

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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte GOO-HYUN KIM

Appeal 2018-009206
Application 14/950,654
Technology Center 2100

Before ERIC S. FRAHM, JASON M. REPKO, and
MICHAEL T. CYGAN, *Administrative Patent Judges.*

CYGAN, *Administrative Patent Judge.*

DECISION ON APPEAL

STATEMENT OF THE CASE

Pursuant to 35 U.S.C. § 134(a), Appellant[1] appeals from the
Examiner's decision to reject claims 1–5 and 7–25. We have jurisdiction
under 35 U.S.C. § 6(b).

We reverse.

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[1] We use the word "Appellant" to refer to "applicant" as defined in
37 C.F.R. § 1.42. Appellant identifies the real party in interest as Samsung
Electronics Co, Ltd. Appeal Br. 2.

CLAIMED SUBJECT MATTER

The claims are directed to a method of configuring a screen of an electronic apparatus. Abs. An electronic apparatus may not support the same font as another apparatus and must use a different font when media is transferred thereto. Appeal Br. 2. The different font may need to be adjusted to better approximate the original font. *Id.* Claim 1 is illustrative:

> 1.   A method of configuring a screen of an electronic apparatus, the method comprising:
>
> obtaining data that is configured in a first configuration based on a first font;
>
> configuring the data in a second configuration based on a second font;
>
> calculating a difference between a first layout attribute of the first configuration and a second layout attribute of the second configuration; and
>
> changing, if the difference is greater than a predetermined critical value, the second configuration into a third configuration to then be displayed,
>
> wherein a difference between the first layout attribute of the first configuration and a third layout attribute of the third configuration is less than the predetermined critical value.

Independent claims 13 and 25 recite a system and method, respectively, having limitations commensurate in scope with claim 1. Dependent claims 2–5, 7–12, and 14–24 each incorporate the limitations of their respective independent claims. Claims 6 and 26–28 have been canceled. Appeal Br. 9–13 (Claims App'x).

REFERENCES

Name	Reference	Date
Moore et al. (Moore)	US 5,859,648	Issued Jan. 12, 1999
Asada	US 5,825,987	Issued Oct. 20, 1998

REJECTIONS

Claims 1–4, 6–9, 12–16, 18–21, 24, and 25 are rejected under
35 U.S.C. § 102(a)(1) as being anticipated by Moore. Claims 5, 10, 11, 17,
22, and 23 are rejected under 35 U.S.C. § 103 as being obvious over the
combination of Moore and Asada. We turn first to the issue of anticipation.
Anticipation of a claim may be found "only if each and every element as set
forth in the claim is found, either expressly or inherently described, in a
single prior art reference." *Verdegaal Bros., Inc. v. Union Oil Co. of
Cal.*, 814 F.2d 628, 631 (Fed. Cir. 1987).

The Examiner has determined that Moore anticipates the invention of
claim 1, by disclosing an application that uses a substitute font if a first font
is unavailable, comparing visually similar fonts with a requested font to
determine if they are within a predetermined tolerance from the requested
font, attempting to select a font that is within the tolerance, and modifying
the selected substitute font until it matches the character widths of the
original font. Final Act. 3–4 (citing Moore 2:1–10, 25–35, 3:35–45, 55–60,
6:55–60, 7:5–15). The Examiner determines that the claimed "data," which
is configured in a first configuration based on a first font, and then
configured based on a second font, is data that is not limited to a section of
text as described in the Specification, but may include the widths of the
characters. Ans. 3.

Appellant contends that Moore does not disclose the obtaining,
configuring, and calculating limitations of claim 1. Appeal Br. 4–6.
Appellant argues that the Examiner errs in equating Moore's "requested
font" to the claimed "data that is configured in a first configuration based on

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a first font," because the "first configuration" is the data configured with the first font, not the first font itself. *Id.* at 4. Appellant further argues that Moore is only evaluating the character width of the font, unlike the Specification's disclosure of a layout including all of the font characters, spaces, and remaining areas; i.e., a portion of text. *Id.* at 5–6; Reply Br. 2–4. Appellant contends that interpreting "data" to include font widths would not be a reasonable interpretation that is consistent with the Specification, and that even if were so construed, the Examiner has not shown how Moore sets forth a single element that corresponds to the "data" as set forth in claim 1. Appeal Br. 6–7, Reply Br. 4.

With respect to Appellant's proposed construction of "data", we are not persuaded by Appellant's argument that the Specification the claim term "data" may not include font widths as disclosed by Moore. Our reviewing court has stated

> Though understanding the claim language may be aided by explanations contained in the written description, it is important not to import into a claim limitations that are not part of the claim. For example, a particular embodiment appearing in the written description may not be read into a claim when the claim language is broader than the embodiment.

Superguide Corp. v. DirecTV Enters., Inc., 358 F.3d 870, 875 (Fed. Cir. 2004).

Appellant points to sections of the Specification discussing the use of text as the claimed "data". Reply Br. 2–3 (citing Spec. ¶¶ 75, 82). The Specification describes receiving the data "TOJB" in a first font, which may include font attributes such as font width. Spec. ¶ 75, Table 1. The font width "may include information on the horizontal length of the font." *Id.* ¶ 76. Fonts "T", "O", "J", and "B" may be created reflecting the reflective

font widths and heights of those received text letters, and spaces having a horizontal length may be created based upon the kerning of the font attributes. *Id.* ¶¶ 77–78. Such fonts and spaces are the layout attributes that form the obtained first configuration data. *Id.* ¶ 79. Accordingly, the "first configuration data" set forth in claim 1 is composed of font widths, font heights, and horizontal space lengths. Similarly, the "second configuration data" is composed of font widths, font heights, and horizontal space lengths. *Id.* ¶¶ 81–86. Accordingly, data representing font properties, such as font width, can reasonably be interpreted as the claimed "data that is configured in a first configuration based on a first font." So we are not persuaded of error in the Examiner's reliance on Moore's font widths as data that is configured in a first configuration based on a first font.

Appellant further argues that if the claimed "data" correspond to Moore's character widths, the limitation of "configuring the data in a second configuration based on a second font" is not met. Appeal Br. 4–5; Reply Br. 2. Appellant first contends that it is not possible for a font width of a first font to be configured based on a second font in view of the fact that attributes of a font do not change. Reply Br. 2. Appellant does not point to authority to support this statement, and we are not persuaded that such an argument is consistent with claim 1, which requires configuring the data associated with the first font (e.g., obtained font width, height, spacing) in a second configuration based on a second font. The claim does not require a font itself to have changing attributes, only that a manipulation of data representative of that font be configured based on a second font. Moreover, Moore directly contradicts this alleged impossibility by disclosing adjusting

the character widths of one font based on a selected font, through the use of a "modifiable font." Moore Abs., Fig. 6 item 609.

However, we are not persuaded that the Examiner has shown that Moore discloses the claimed configuring the data representative of the first font in a second configuration based on a second font, as claimed. In explaining the grounds of rejection, the Examiner provides various theories of what feature in Moore corresponds to the claimed data, including "using a font for rendering text" (Final Act. 3 (citing Moore 2:1–10, 25–35)), "any data derived using the font data" (Adv. Act. 2 (citing Moore 6:25–7:2), and "the set of widths of the characters [which is] configured **based on** the fonts because each font may have a different width for each different character" (Ans. 3 (citing Moore 8:21–36)). Viewing those sections in context, Moore performs a comparison of font data, wherein the data is taken from a table stored in computer's memory. Moore 6:5–32. Moore's data for the second configuration—i.e., the code representing the Arial font in Table 1—is not configured from the data of the unavailable font that is attempting to be mimicked, but instead is simply retrieved from the stored table. *Id.* Nor are the font widths themselves disclosed to be configured from the data of the unavailable font, rather than selected from a table. *Id.* at 8:21–50. At that section, Moore discloses modifying a second font, a modifiable font, but not the unavailable font. *Id.*

Also, the Examiner has not explained how using a font for rendering text in Moore's column 2 involves the configurations that are used to calculate a difference between respective layout attributes of the configurations in Moore's column 6. *See* Final Act. 34 (citing Moore 2:1–10, 25–35, 6:55–60). Rather, we agree with Appellant that Moore's column

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2 and column 6 describe different embodiments. Appeal Br. 7. In particular, Moore's column 2 describes the ProvideRaster program, which is indicated as part of a prior art process of returning a raster font. Moore 2:4–10, Fig. 3. By contrast, Moore's column 6 and Table 1 describes the Map program. *Id.* at 5:54–6:54. Yet the Examiner's rejection relies on a mix of features from both embodiments. Final Act. 3–4. Because the programs use different data, the Examiner has not shown that the relied-upon elements of Moore are arranged in Moore as in the claim. *Net MoneyIN, Inc. v. VeriSign, Inc.*, 545 F.3d 1359, 1360–70 (Fed. Cir. 2008) (determining that an anticipatory reference requires "all of the limitations of the claims arranged or combined in the same way as recited in the claims").

The Examiner has not explained, nor do we ascertain, how any feature in Moore corresponds to data that is configured based on a first font, and then undergoes a step of configuring into a second configuration based on a second font, where a difference between layout attributes of the first and second configurations are calculated. In particular, the Examiner has not shown a step corresponding to configuring the [font widths based on a first font] in a second configuration based on a second font. Accordingly, we are persuaded that the Examiner erred in determining that the font width of Moore discloses the data as set forth in claim 1.

The same limitations are found in each of the claims under appeal. Because we determine that the Examiner has not shown that Moore discloses these limitations, we are persuaded that the Examiner erred in determining that Moore anticipates claims 1–4, 6–9, 12–16, 18–21, 24, and 25. Because of that deficiency, and further because the Examiner does not explain how Asada provides the limitations not found in Moore, we are persuaded that

the Examiner erred in determining that claims 5, 10, 11, 17, 22, and 23 are obvious over the combination of Moore and Asada.

DECISION

For the above-described reasons, we reverse the Examiner's rejection of claims 1–4, 6–9, 12–16, 18–21, 24, and 25 as being anticipated under 35 U.S.C. § 102(a)(1), and reverse the Examiner's rejection of claims 5, 10, 11, 17, 22, and 23 as being obvious under 35 U.S.C. § 103.

CONCLUSION

In summary:

Claims Rejected	35 U.S.C. §	Basis	Affirmed	Reversed
1–4, 6–9, 12–16, 18–21, 24, 25	102(a)(1)	Anticipation		1–4, 6–9, 12–16, 18–21, 24, 25
5, 10, 11, 17, 22, 23	103	Obviousness		5, 10, 11, 17, 22, 23
Overall Outcome				1–25

REVERSED