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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
11/836,254	08/09/2007	Ming-Hung Chiang	250318-5440	2903
109673	7590	10/09/2020	EXAMINER	
McClure, Qualey & Rodack, LLP 280 Interstate North Circle SE Suite 550 Atlanta, GA 30339			TILLERY, RASHAWN N	
			ART UNIT	PAPER NUMBER
			2174	
			NOTIFICATION DATE	DELIVERY MODE
			10/09/2020	ELECTRONIC

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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte MING-HUNG CHIANG

Appeal 2019-003423
Application 11/836,254
Technology Center 2100

Before JEAN R. HOMERE, JAMES B. ARPIN, and ADAM J. PYONIN,
Administrative Patent Judges.

PYONIN, *Administrative Patent Judge.*

DECISION ON APPEAL

Pursuant to 35 U.S.C. § 134(a), Appellant¹ appeals from the
Examiner's rejection. We have jurisdiction under 35 U.S.C. § 6(b).

We AFFIRM.

¹ Herein, "Appellant" refers to "applicant" as defined in 37 C.F.R.
§ 1.42(a). Appellant identifies the real party in interest as CyberLink Corp.
Appeal Br. 2.

STATEMENT OF THE CASE

Introduction

The Application explains that, “[w]hile Blu-ray or high-density DVDs (HD DVDs) can provide the fonts therein to be selected, the subject matter of the present invention further includes a user interface built into the playback program that allows a user to select the font in which subtitles are displayed” in order to facilitate “a font changing method for video subtitles.” Spec. 3:10, 11, 21–24. Claims 1–4, 7–9, 13, 15, 16, and 18–20 are pending; claims 1 and 13 are independent. Appeal Br. A-1–A-4 (Claims Appendix). Claim 1 is reproduced below for reference (with bracketed lettering and emphases added):

1. A font changing method for subtitles of a video to playback, wherein a user interface is introduced to allow a font for a video subtitle to be changed, and the video and the font are two separated files, comprising:
 - reading data from a disc;
 - retrieving required information from the disc for an initialization process;
 - [a] *determining whether or not the disc supports a format with separated video streaming and subtitle data based on the required information from the disc, wherein the format supports configuring the font for video subtitles;*
 - setting up a font option item selected from font size, font color, and further options including bold, italic, superscript, subscript and underlined font for the subtitle from a disc menu when the disc supports the format with separated video streaming and subtitle data;
 - introducing the user interface to browse font files from a removable non-transitory storage medium, wherein the removable non-transitory storage medium is one of:
 - a hard disk, a portable disk drive, and a network-based disk space;

[b] *selecting one of the font files from the removable non-transitory storage medium, wherein the font files are not natively supported by the disc; and*

joining, by the playback program, the selected font with the video streaming, and playing the video.

The Examiner's Rejection

The Examiner relies on the following prior art:

Name	Reference	Date
Sato	US 2005/0160109 A1	July 21, 2005
Seo	US 7,751,688 B2	July 6, 2010
Blu-ray Disc Application Definition Blu-ray Disc Format, BD-J Baseline Application and Logical Model Definition for BD-ROM, March 2005 ("Blu-ray DA").		

Claims 1–4, 7–9, 13, 15, 16, and 18–20 stand rejected under 35 U.S.C. §103(a) as obvious in view of Seo, Blu-ray DA, and Sato. Final Act. 2.

ANALYSIS

We have reviewed the Examiner's rejection in light of Appellant's arguments. Arguments Appellant could have made but chose not to make are deemed to be waived. *See* 37 C.F.R. §41.37(c)(1)(iv).

We disagree with Appellant that the Examiner erred and adopt as our own the findings and reasons set forth by the Examiner, to the extent consistent with our analysis below. We add the following primarily for emphasis.

Limitation [a]

Appellant argues Seo does not teach or suggest limitation [a]:

Seo expressly states that the “style” of a subtitle relates to the position and the font size of the subtitles. Notably, there is no mention or suggestion of “determining whether or not the disc supports a format with separated video streaming and subtitle data based on the required information from the disc, wherein the format supports configuring the font for video subtitles” as recited in claim 1.

Appeal Br. 6.

We are not persuaded the Examiner’s rejection is in error. We find the Examiner’s determination to be reasonable. Particularly, the Examiner finds Seo teaches or suggests limitation [a], because Seo discloses playing subtitles from Blu-Ray discs having a “stream directory [which] includes at least one subtitle stream, which includes text data for a text subtitle and a set of style information corresponding to a set of user-selectable styles,” and “further includes style information corresponding to a default style.” Final Act. 3, 4 (emphasis omitted); Seo 4:1–14. Appellant has not shown these teachings are distinguishable from disputed limitation [a]. Although Appellant has provided a general description of Seo along with a restatement of the claim limitations (*see* App. Br. 5, 6), Appellant has not provided a meaningful analysis of the disputed claim terms or the cited specific textual portions of Seo upon which the Examiner relied in the rejection. That is, Appellant’s arguments fail to compare and contrast the claim limitations with the Examiner’s specific findings to show error therein. *See* Final Act. 3, 4; Seo Fig. 6.

Based on the record before us, we are not persuaded the Examiner errs in finding that, “by determining that the disc is a Blu-ray disc and operable with Seo’s system, it is determined that the disc supports a format with separated video streaming and ‘configurable’ subtitle data by virtue of the Blu-ray industry standards.”² Ans. 3–4; *see also* Final Act. 4.

In the reply brief, Appellant argues that “[f]urthermore, Blu-ray DA . . . does not remedy this deficiency in Seo,” and, “in section 7.1.3.4 on p. 43, Blu-ray DA states ‘A content author desiring to use a specific default font shall provide this font on the BD-ROM disc.’” Reply Br. 3. To the extent Blu-ray DA is relied on by the Examiner, we are not persuaded of error in the rejection. Although Blu-ray DA discusses a “default font,” this default is optional (for “[a] content author desiring to use a specific default font”), and the reference further teaches “font files can be provided on the BD-ROM disc or downloaded from the network.” Blu-ray DA p. 43. Thus, we see no error in the Examiner’s inclusion of Blu-ray DA in the rejection. *See* Final Act. 7, 8.

Appellant has not shown the Examiner errs in finding limitation [a] to be obvious in view of the cited references. *See* Final Act. 4.

² Separately and not relied on for our ultimate holding herein, we note limitation [a] recites, *inter alia*, “wherein the format supports configuring the font.” The claim does not specify a party to configure the font. As broadly but reasonably construed, the limitation is taught or suggested by Seo’s disclosure that the Blu-ray author can set the default font information. *See* Seo 4:13–16.

Limitation [b]

Appellant argues “Sato does not disclose or suggest ‘selecting one of the font files from the removable non-transitory storage medium, wherein the font files are not natively supported by the disc’ as recited in claim 1.” Appeal Br. 7. Appellant contends “Sato discloses that an external memory controller controls access to an external memory that stores font data. Other than this brief mention of font data in paragraph [0076], however, there is no discussion relating to this font data.” *Id.*

We are not persuaded the Examiner errs. The claim term “natively” is not mentioned in the Specification. For support of this term, Appellant references the Specification’s disclosure that “the font shown on the video is not limited to what is stored on the disc,” such that “the font database 45 can include the font files stored in any kind of storage medium mentioned above, such as the files on a hard disk, or the files on a portable disk drive, or the files stored on a network-based disk space.” Spec. 9:1–5. Thus, in light of the Specification, we agree with the Examiner that Sato teaches or suggests selecting not natively supported fonts as claimed, because Sato describes an “external memory 111 that store[s] . . . font data.” Sato ¶ 76; Final Act. 10. Further, we do not find that Appellant has presented evidence or reasoning sufficient to show that using Sato’s non-native fonts, with Seo in view of Blu-ray DA’s method, was “uniquely challenging or difficult for one of ordinary skill in the art” or “represented an unobvious step over the prior art.” *Leapfrog Enters., Inc. v. Fisher-Price, Inc.*, 485 F.3d 1157, 1162 (Fed. Cir. 2007).

Accordingly, we are not persuaded the Examiner errs in finding limitation [b] to be obvious in view of the cited references.

CONCLUSION

We are not persuaded the Examiner errs in finding independent claim 1 to be obvious in view of Seo, Blu-ray DA, and Sato. Appellant presents substantially similar arguments for independent claim 13, which we find unpersuasive for the same reasons. *See* Appeal Br. 8–11. We sustain the Examiner’s obviousness rejection of independent claims 1 and 13, and the claims dependent thereon which are not separately argued.

DECISION SUMMARY

In summary:

Claims Rejected	35 U.S.C. §	Reference(s)/Basis	Affirmed	Reversed
1–4, 7–9, 13, 15, 16, 18–20	103(a)	Seo, Blu-ray DA, Sato	1–4, 7–9, 13, 15, 16, 18–20	

TIME PERIOD FOR RESPONSE

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

AFFIRMED