



# UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
**United States Patent and Trademark Office**  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
14/681,301	04/08/2015	Elliott Bennett-Guerrero	BEN-103A	2194
74712	7590	06/25/2020	EXAMINER	
Muir Patent Law, PLLC P.O. Box 1213 9913 Georgetown Pike, Suite 200 Great Falls, VA 22066			ARCHER, MARIE	
			ART UNIT	PAPER NUMBER
			1631	
			NOTIFICATION DATE	DELIVERY MODE
			06/25/2020	ELECTRONIC

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

eofficeaction@appcoll.com  
pto@muirpatentlaw.com

UNITED STATES PATENT AND TRADEMARK OFFICE

---

BEFORE THE PATENT TRIAL AND APPEAL BOARD

---

*Ex parte* ELLIOTT BENNETT-GUERRERO<sup>1</sup>

---

Appeal 2020-000199  
Application 14/681,301  
Technology Center 1600

---

*Before* JEFFREY N. FREDMAN, ULRIKE W. JENKS, and  
JOHN G. NEW, *Administrative Patent Judges*.

NEW, *Administrative Patent Judge*.

DECISION ON APPEAL

---

<sup>1</sup> We use the word Appellant to refer to “applicant” as defined in 37 C.F.R. § 1.42(a). Appellant identifies the real party-in-interest as Safer Care LLC. App. Br. 4.

## SUMMARY

Appellant files this appeal pursuant to 35 U.S.C. § 134(a) from the Examiner's Final rejection of claims 1, 3–7, 10–15, 17–36, and 38–41. Specifically, claims 1, 3, 4, 11–15, 20–24, 27–32, and 39 stand rejected as unpatentable under 35 U.S.C. § 103(a) for being obvious over the combination of Sun, et al. (US 2012/0172681 A1, July 5, 2012) (“Sun”) and Del Mar (US 6,605,046 B1, August 12, 2003) (“Del Mar”).

Claim 5 stands rejected as unpatentable under 35 U.S.C. § 103(a) for being obvious over the combination of Sun, Del Mar, and Ridenour (US 6,113,539, September 5, 2000) (“Ridenour”).

Claims 6 and 7 stand rejected as unpatentable under 35 U.S.C. § 103(a) for being obvious over the combination of Sun, Del Mar, and Huang (US 2009/0186264 A1, July 23, 2009) (“Huang”).

Claims 10 and 17–19 stand rejected as unpatentable under 35 U.S.C. § 103(a) for being obvious over the combination of Sun, Del Mar, and Spolin et al. (US 2015/0133747 A1, May 14, 2015) (“Spolin”).

Claims 25 and 26 stand rejected as unpatentable under 35 U.S.C. § 103(a) for being obvious over the combination of Sun, Del Mar, and Zaleski (US 2004/0158132 A1, August 12, 2004) (“Zaleski”).

Claims 33–36 and 38 stand rejected as unpatentable under 35 U.S.C. § 103(a) for being obvious over the combination of Sun, Del Mar, Ridenour, and Huang.

Claims 40 and 41 stand rejected as unpatentable under 35 U.S.C. § 103(a) for being obvious over the combination of Sun, Del Mar, and Van Dongen (US 2005/0237209 A1, October 27, 2005) (“Van Dongen”).

We have jurisdiction under 35 U.S.C. § 6(b).

We AFFIRM.

### NATURE OF THE CLAIMED INVENTION

Appellant's claimed invention is directed to an apparatus for monitoring patient orientation, including a sensor attachment portion configured for removable attachment to the sensor such that the sensor is prevented from direct contact with the patient. Abstr.

### REPRESENTATIVE CLAIMS

Claim 1 is representative of the claimed subject matter, and recites:

1. An apparatus for monitoring conditions of a patient, comprising:

a reusable sensor configured to provide measurements associated with plural conditions of the patient including at least two of heart rate, respiratory rate, respiratory depth, GI motility, sleep, and seizure; and

a disposable attachment device configured for removable attachment to both the reusable sensor and the patient's anterior region, the attachment device including:

a pouch configured for removable attachment to the reusable sensor, the pouch being configured to dispose the reusable sensor therein to fully encapsulate the reusable sensor to prevent direct contact of the reusable sensor with the patient, the pouch comprising a sealable opening to facilitate insertion of the reusable sensor into the pouch,

a patient attachment portion configured for removable attachment to the patient's anterior region, and

a first connector portion attached to the pouch and a second connector portion attached to the patient attachment portion, the first connector portion and the second connector portion being configured to detachably mate to each other; and

a wireless transmitter configured to be in communication with the reusable sensor to receive measurements from the reusable sensor and to transmit the measurements wirelessly to a controller,

wherein the controller is spaced apart from and physically unconnected with the reusable sensor, the controller being configured to receive the measurements wirelessly transmitted by the wireless transmitter and to monitor one or more conditions of the plural conditions of the patient, including at least two of heart rate, respiratory rate, respiratory depth, GI motility, sleep, and seizure.

App. Br. 36.

Claims 31 and 32 are argued separately. Claim 31 is representative and recites:

31. The apparatus for monitoring conditions of a patient according to claim 1, further comprising:

a third connector portion attached to the pouch and a fourth connector portion attached to an additional patient attachment portion, the third connector portion and the fourth connector portion being configured to detachably mate to each other,

wherein the pouch has an elongated shape extending along a first axis from a first end of the pouch to a second end of the pouch,

wherein the first connector portion is configured to attach to the second connector portion at a first location and wherein

the third connector portion is configured to attach to the fourth connector portion at a second location, and

wherein a line extending from the first location to the second location is aligned with the first axis.

App. Br. 41.

## ISSUES AND ANALYSES

We adopt the Examiner’s findings, reasoning, and conclusion that the claims on appeal are *prima facie* obvious over the cited prior art. We address the arguments raised by Appellant below.

### A. Independent claims 1 and 22

#### *Issue 1*

Appellant argues that the Examiner erred because none of the references relied upon by the Examiner teach or suggest a sensor device which is “fully encapsulate[d]” as required by independent claims 1 and 22. App. Br. 13 (emphasis omitted).

#### *Analysis*

The Examiner finds that Sun teaches a sensor that is capable of measuring a number of distinct vital signs, contained within a pouch designed to be attached to the anterior portion of a subject via a number of adhesive pads. Final Act. 10 (citing Sun ¶¶ 2–3, 20–21, 25). The Examiner finds that Sun teaches a wireless connection between the sensor/pouch assembly and a remotely located receiver. *Id.* (citing Sun ¶¶ 31–35, Fig. 2).

The Examiner acknowledges that Sun does not teach that the pouch is configured to fully encapsulate the sensor. Final Act. 11. However, the Examiner finds that Del Mar teaches a water-repelling envelope or inverted pouch for containing patient monitors configured for adherence to a patient's chest. *Id.* (citing Del Mar cols. 3–4, ll. 58–4; col. 6, ll. 35–51; col. 7, ll. 3–6). The Examiner finds Del Mar describes the envelope/pouch as a “sealing envelope” which “substantially close[s] off the opening ... to safely confine the recorder housing ... therein,” and is thus designed to completely enclose the recorder, protecting it from water and environmental contaminants. Ans. 21 (emphasis omitted); *see also* Final Act. 11 (citing Del Mar cols. 3–4, ll. 58–4; col. 7, ll. 3–6).

The Examiner notes that claim 1 requires the pouch be “configured to dispose the reusable sensor therein to fully encapsulate the reusable sensor to prevent direct contact of the [reusable] sensor with the patient.” Ans. 19 (emphasis omitted). The Examiner reasons that because the claim requires preventing direct contact of the sensor portion with the patient, the “sealing pouch” of Del Mar teaches the “sealable” and “fully encapsulated” limitations of the claims by serving to confine, enclose, and protect the sensor contained therein. Ans. 19–20.

The Examiner concludes it would have been *prima facie* obvious to combine the teachings of the references so as to enclose the monitor of Sun within the sealing pouch of Del Mar. Final Act. 12. The Examiner reasons that the combination would have been obvious because a skilled artisan would have recognized that the sealing envelope of Del Mar would more fully protect the sensor taught by Sun from water, perspiration, and environmental contaminants in a sealing envelope. Final Act. 12–13.

Appellant argues that Del Mar neither teaches nor suggests that the envelope/inverted pouch 19 of Del Mar “fully encapsulate[s]” monitor 22. App. Br. 21. According to Appellant, this function is provided by the housing within which the sensor apparatus is to be contained rather than the envelope. *Id.* at 25 (citing Del Mar col. 6, ll. 7–9, 37–41; col. 7, ll. 45–48; col. 3, ll. 59–61). In contrast, argues Appellant, when describing envelope/inverted pouch 19, Del Mar uses other language recognizing only partial protection afforded by envelope/inverted pouch 19. *Id.* (citing Del Mar col. 1, ll. 37–39; col. 4, ll. 39–36; col. 6, ll. 58–61; col. 12, ll. 12–14, claim 2). Therefore, argues Appellant, Del Mar’s use of “environmentally sealed” refers to monitor housing 22, rather than to envelope/inverted pouch 19, which is referred to as being “partially sealed,” “semi-sealed,” “water repelling,” and a “shield.” *Id.* at 26. Appellant maintains that all of these uses are consistent with providing an envelope/inverted pouch 19 that does not “fully encapsulate” monitor housing 22. *Id.*

Appellant argues further that Del Mar’s use of the term “enclosing” does not require “fully encapsulate,” as recited in the claims App. Br. 27. Appellant acknowledges that although certain types of “enclosing” might also “fully encapsulate,” a simple reference to “enclosing” does not require fully encapsulating. *Id.*

Appellant points to dictionary definitions of “enclose” as meaning “to surround something.” App. Br. 27 (citing *Enclose*, Merriam-Webster’s Learner Dictionary, *available at*: <http://www.learnersdictionary.com/definition/enclose> (last accessed April 4, 2019); *Enclose*, Cambridge Dictionary, <https://dictionary.cambridge.org/us/dictionary/english/enclosing> (accessed April 4, 2019)). Appellant argues that these definitions of



“enclose,” as in “[h]igh walls enclose the courtyard” is not necessarily the equivalent of “encapsulating.” *Id.* at 28 (quoting *Enclose*, Merriam-Webster’s Learner Dictionary, *available at*: <http://www.learnersdictionary.com/definition/enclose> (last accessed April 4, 2019)). Relatedly, Appellant also argues that Del Mar’s teaching that its envelope/inverted pouch 19 “protects the recorder from water and environmental contaminants” is equivalent to an umbrella which does not need to “fully encapsulate” the sensor to perform its function. App. Br. 29 (emphasis omitted).

Finally, Appellant argues that Del Mar’s envelope/inverted pouch 19 cannot be modified to fully “encapsulate,” because doing so would prevent the electrical leads 32, 34, 36, and 38 carrying information from the sensors 40, 42, 44, and 46, from being connected to the patient monitor 22, and would therefore render the prior art invention unsatisfactory for its intended purpose. App. Br. 28 (citing MPEP § 2143.01(V)).

We are not persuaded by Appellant’s arguments. Sun teaches:

[A]n apparatus with a housing wearable by a subject and a first sensor operable to detect a position of the subject. An embodiment of the apparatus includes a second sensor operable to detect a body state of the subject, where the first body state may be a vital sign such as heart rate, blood pressure, body temperature or respiratory rate.

Sun Abstr. Sun also teaches that “[i]n a related embodiment, the adhesive pad 120 may comprise a pocket wherein the monitor-device IC 115 may be held, such that one may dispose of or recycle the pad 120 and reuse the IC 115 with a new pad 120. *Id.* at ¶ 25.

Del Mar expressly teaches:

[T]he invention disclosed herein consists of a miniature, solid state recorder for ambulatory monitoring of body signals,

electrocardiographic data in particular, and related body motions over extended periods of time in general mobile activities... *sealed against moisture and other contaminants by an encapsulating envelope or inverted pouch*, mounted under clothing, and supported by conventional skin mounted electrode adhesive pads attaching the recorder or the encapsulating, sealing envelope directly to the patient's chest.

Del Mar col. 1, ll. 12–22 (emphasis added). Del Mar elaborates that: “All the foregoing functions and elements are sealed within a compact recorder housing disposed within an envelope or inverted pouch protecting the recorder from water and environmental contaminants” and that “[r]ecorder housing **22** is confined within envelope **19** by male/female snap on elements **37** and **39**, respectfully, that substantially close off the opening **41** of sealing envelope **19**, to safely confine recorder housing **22** therein.” *Id.* at col. 3, ll. 57–61; col. 7, ll. 3–6.

Appellant's Specification provides no express definition of the claim term “fully encapsulate.” Absent any such express definition of the claim terms, we apply the broadest reasonable interpretation of the claim language consistent with the Specification. *Phillips v. AWH Corp.*, 415 F.3d 1303, 1316 (Fed. Cir. 2005) (holding that the Board “determines the scope of claims in patent applications not 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.’” (citation omitted)). “Encapsulate” can be defined as “to enclose in or as if in a capsule.” See <https://www.merriam-webster.com/dictionary/encapsulate> (last visited May 20, 2020), *see also* Ans. 20–21.

Based upon Del Mar's teaching that, *inter alia*, the “encapsulating envelope” is “sealed against moisture and other contaminants,” we agree

with the Examiner that Del Mar teaches that the sensor is, within the broadest reasonable definition of the claim term, “fully encapsulate[d].”

We consequently find that the combined references teach the limitation of independent claims 1 and 22 reciting “the pouch being configured to dispose the reusable sensor therein to fully encapsulate the reusable sensor.”

### *Issue 2*

Appellant argues that the Examiner erred in finding that the limitations reciting (1) “wherein the patient attachment portion is configured for removable attachment to skin of the patient at a sternum of the patient,” in claim 20; (2) “wherein the first end of the pouch comprises a pivoting arm to open the pouch to facilitate insertion of the reusable sensor into the pouch via the sealable opening at the first end,” in claim 5; (3) “wherein the controller is configured to generate an alert in response to the received sensor measurements and a comparison with information obtained from a user input,” in claim 28; and (4) “a battery receiver disposed in the pouch and configured to house a battery to supply power to the reusable sensor,” and “wherein the sensor strip is detachably mated with the battery receiver to provide an electrical connection to supply power to the reusable sensor” in claims 6–7 and 33–34, are all recitations of intended uses and are not limiting upon the claim. App. Br. 30 (citing Final Act. 14–15).

### *Analysis*

Appellant argues that the respective limitations at issue are not directed to how the apparatus is intended to be employed, but instead relate to the structure of their individual elements. App. Br. 30. According to

Appellant, the limitations are each preceded by the claim term “configured to,” and Appellant’s Specification supports an interpretation by which “configured to” denotes an actual state of configuration that fundamentally ties these recitations to the physical characteristics of the element preceding the term “configured to.” *Id.* Appellant contends these limitations “reach[ ] well beyond merely describing an intended use since the claims recite an actual state of configuration.” *Id.* Appellant argues that the Examiner has failed to properly address the structural limitations represented by these claim phrases. *Id.*

The Examiner responds that, with respect to claim 20, the limitation recites an “attachment portion” configured for removable attachment to the skin of a patient at the sternum, and recites the intended use of the attachment portion, i.e., attachment to skin of the patient “at the sternum.” Ans. 24. The Examiner finds that there is no recitation in the claim of any structural limitations that provide a specific “state of configuration” (as asserted by the Appellant) to specifically attach to the skin at the sternum area. *Id.* Nothing in the claim, the Examiner finds, precludes the attachment portion from being removably attached to any other portion of the body other than the sternum. *Id.*

The Examiner points to MPEP § 2114(II), which explains that a “claim containing a recitation with respect to the manner in which a claimed apparatus is intended to be employed does not differentiate the claimed apparatus from a prior art apparatus if the prior art apparatus teaches all the structural limitations of the claim.” (Citation and internal quotation marks omitted) The Examiner reasons that the attachment portion is intended to be used at a sternum area of a patient and, as such, it does not differentiate the

claimed device from Sun’s teaching that its device can be attached to the sternum. *Id.* (citing Sun Figs. 1, 6 and 7).

With respect to claim 5, the Examiner finds that the limitation reciting “wherein the first end of the pouch comprises a pivoting arm to open the pouch to facilitate insertion of the reusable sensor into the pouch via the sealable opening at the first end” structurally requires only that the pivoting arm to open the pouch. Ans. 23. The Examiner finds that whether the pivoting arm “facilitate[s] insertion of the [reusable] sensor into the pouch” is an intended use and is not structurally limiting upon the claim. *Id.*

Claim 28 recites “wherein the controller is configured to generate an alert in response to the received sensor measurements and a comparison with information obtained from a user input.” App. Br. 41. The Examiner finds that there is no recitation in the claim that the apparatus and/or the controller are “configured to” receive a user input. Ans. 24–25. The Examiner also finds that Appellant has not pointed to any disclosures of the Specification that provide support for any understanding by which the phrase “configured to” denotes an actual state of configuration that ties the recitations in these claims to the physical characteristic of the controller preceding the phrase “configured to.” *Id.* at 25.

Claims 6 and 33 recite “a battery receiver disposed in the pouch and configured to house a battery to supply power to the reusable sensor.” App. Br. 37, 42. The Examiner finds that there is no recitation in the claims that the battery receiver is configured to supply power, rather, the battery receiver is configured to hold a battery. Ans. 24. The Examiner reasons that a battery would presumably supply power; however, the Examiner finds that

the phrase “to supply power to the reusable sensor” recites an intended use, and is not a structural limitation upon the claim.

Claims 7 and 34 additionally recite “wherein the sensor strip is detachably mated with the battery receiver to provide an electrical connection to supply power to the reusable sensor.” App. Br. 37, 42. The Examiner finds, again, that the claims do not require that the battery receiver provide an electrical connection and/or to supply power. Ans. 24. Rather, the Examiner finds, the claims only require structurally that the claims require that the sensor strip be detachably mated with the battery receiver.

We are not persuaded by Appellant’s arguments. It well established that “apparatus claims cover what a device is, not what a device does.” *Hewlett-Packard Co. v. Bausch & Lomb Inc.*, 909 F.2d 1464, 1468 (Fed. Cir. 1990) (emphasis omitted).

With respect to claim 20’s recitation that “the patient attachment portion is configured for removable attachment to skin of the patient at a sternum of the patient,” we agree with the Examiner that Sun teaches that the pouch containing the monitor can be adhered to the subject’s skin *via* a removable adhesive pad. *See* Sun ¶¶ 20–21; 31–35. Moreover, Figure 1 of Sun expressly depicts the monitor attached to a subject’s chest in the vicinity of the sternum. *Id.* at Fig. 1. Furthermore, Del Mar teaches that it is well known in the art that ambulatory monitoring devices can be “sealed against moisture and other contaminants by an encapsulating envelope or inverted pouch, mounted under clothing, and supported by conventional skin mounted electrode adhesive pads attaching the recorder or the encapsulating, sealing envelope directly to the patient’s chest.” Del Mar col. 1, ll. 17–23. We conclude that a person of ordinary skill in the art would have understood

that attaching a monitor to a patient's chest would obviously include attachment to the skin at the sternum.

With respect to claim 5, we agree with the Examiner that the pivoting arm is structurally required only to open the pouch, and that whether the pivoting arm “facilitate[s] insertion of the sensor into the pouch via the sealable open[ing] at the first end,” as recited by the claim, relates only to the intended use of the pivoting arm and not to its structure. *See* Ans. 23. We therefore agree with the Examiner that the claim phrase reciting “to facilitate insertion of the sensor into the pouch via the sealable open[ing] at the first end” is not limiting upon the claim.

Claim 28 recites “configured to generate an alert in response to the received sensor measurements and a comparison with information obtained from a user input.” We agree with the Examiner that, based upon the plain language of the claim, there is no language in the claim requiring that the controller be necessarily configured to receive a user input. *See* Ans. 24–25.

Claim 6 recites “a battery receiver disposed in the pouch and configured to house a battery to supply power to the reusable sensor.” We agree with the Examiner that the limitation requires only that the battery receiver disposed in the pouch is structurally configured to hold a battery, and that there is no requirement that the receiver be configured to “supply power to the reusable sensor,” which is the intended function of the battery. In any case, the use of either a battery, a battery receiver, or some other enclosable power source is an obvious alternative, given the teachings of Sun and Del Mar. *See* Sun ¶ 32; Del Mar 8:20–26.

Similarly, with respect to the limitation reciting “wherein the sensor strip is detachably mated with the battery receiver to provide an electrical

connection to supply power to the reusable sensor,” we find that this structural limitation requires only that the sensor strip be detachably mated with the battery receiver.

We consequently affirm the Examiner’s rejection of independent claims 1 and 22.

B. Rejections of Dependent claims 3–7, 10–15, 17–21, 23–36, and 38–41

Appellant repeats the arguments, presented *supra*, with respect to the alleged deficiencies of Sun and Del Mar, and argues that the remaining references do not cure these alleged deficiencies. App. Br. 32.

We have explained, *supra*, our reasoning as to why we are not persuaded by Appellant’s arguments that the combination of Sun and Del Mar fails to teach or suggest the limitations of independent claims 1 and 22. Consequently, and for the same reasons, we affirm the Examiner’s rejection of dependent claims 3–7, 10–15, 17–21, 23–36, and 38–41.

C. Rejections of claims 31 and 32

*Issue*

Appellant argues that the Examiner erred in finding that Del Mar teaches the limitation of the claims reciting “wherein a line extending from the first location to the second location is aligned with the first axis.” App. Br. 32–33.

*Analysis*

The Examiner finds that the pouch taught by Del Mar is elongate and possess snap-on connectors on either side to attach the pouch to adhesive



pads. Final. Act. 28 (citing Del Mar Fig. 2b). The Examiner reasons that, on the basis of the geometry and connector configuration of Del Mar's apparatus, envelopes inherently possess a line extending from the first location to the second location and a first axis extending longitudinally from a first end of the pouch to a second end of the pouch. *Id.* The Examiner reasons that the language of the claims does not require the connector portions be "parallel" with any axis of the device or pouch, but rather that the requirement of claims 31 and 32 that the first line and the first axis be "aligned" is taught by the perpendicular orientation between the first axis extending from the first to second end of the elongated pouch and the line extending from the first to second connector portion attachment locations. *Id.*

Appellant argues that the Examiner has failed to properly interpret the scope of the language of claims 31 and 32 concerning the shape and alignment of the pouch claimed and the placement of connector portions placed on the pouch. App. Br. 32. Appellant argues that the claimed line "provide[s] a structural description of the relative positioning of the second connector portion, which is attached at a first location, and the third connector portion, which is attached at a second location." *Id.* at 33. Appellant argues that "the plain meaning of the term 'align' requires that the claimed 'line' be parallel with the first axis." *Id.* at 34.

The Examiner points to Appellant's argument that, within the meaning of the claims, the claim term "align" means "to be in or come into precise adjustment or correct relative position," and responds that nothing in the plain language of the claim, or in Appellant's position concerning the meaning of the term "align," requires that the "aligned" position be

“parallel” to the axis of the device. Ans. 26. The Examiner concludes that on this basis, the attachment positions described by Sun and Del Mar address the broadest reasonable interpretation of the “aligned” language of claims 31 and 32. *Id.*

As an initial matter we agree with Appellant that a perpendicular orientation between the line between the first and second connector portion, and a first axis extending from a first to second end of the pouch, would not comply with the broadest reasonable definition of “align” as a person of ordinary skill in the art would understand it. See <https://dictionary.cambridge.org/us/dictionary/english/align> (accessed May 21, 2020) (defining align as “to put two or more things into a straight line.”).

However, the claims in question recite “comprising” “a line extending from the first location to the second location is aligned with the first axis.” Appellant is reminded that the use of the transition “comprising” in the language of a claim “creates a presumption ... that the claim does not exclude additional, unrecited elements.” *Crystal Semiconductor Corp. v. TriTech Microelectronics Int’l, Inc.*, 246 F.3d 1336, 1348 (Fed. Cir. 2001) (citation omitted).

Figures 3–5 of Del Mar show perspective views of the monitor housing 22, as originally depicted in Figures 2 and 2a, and 2b. (Del Mar col.7, ll. 33–37). These views show connector locations defining an alignment perpendicular to the axis (Fig. 4, snap-on connectors 24, 30) extending along the elongate portion from the first to second end of the pouch, and also connector portions arranged in an alignment parallel to this axis (Fig. 4, snap-on connectors 30, 28). See Del Mar col. 8, ll. 26–41 (“Each adhesive pad **24–30** is designed with ... a top side pimple **110**, male

insert, for convenient attachment to a respective dimple **112**, female receptacle, of housing **22**”).

Appellant argues that the meaning of the term “align,” requires that the “aligned” position be “parallel” to the axis of the device. *See* Ans. 26. We find that Del Mar thus teaches a line from a first and second connector portion, i.e., snap-on connectors 24–30, that is parallel to a first axis that extends “from a first end of the pouch to a second end of the pouch,” and are consequently “aligned,” as defined by Appellant. We consequently affirm the Examiner’s rejection of claims 31 and 32.

#### CONCLUSION

The Examiners rejection of claims 1, 3–7, 10–15, 17–36, and 38–41 under 35 U.S.C. § 103 is affirmed.

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).

#### DECISION SUMMARY

<b>Claims Rejected</b>	<b>35 U.S.C. §</b>	<b>Reference(s)/Basis</b>	<b>Affirmed</b>	<b>Reversed</b>
1, 3, 4, 11–15, 20–24, 27–32, 39	103	Sun, Del Mar	1, 3, 4, 11–15, 20–24, 27–32, 39	
5	103	Sun, Del Mar, Ridenour	5	
6, 7	103	Sun, Del Mar, Huang	6, 7	
10, 17–19	103	Sun, Del Mar,	10, 17–19	

Appeal 2020-000199  
Application 14/681,301

		Spolin		
25, 26	103	Sun, Del Mar, Zaleski	25, 26	
33-36, 38	103	Sun, Del Mar, Ridenour, Huang	33-36, 38	
40, 41	103	Sun Del Mar, Van Dongen	40, 41	
<b>Overall Outcome</b>			1, 3-7, 10- 15, 17-36, 38-41	

AFFIRMED