

The opinion in support of the decision being entered today was *not* written for publication and is *not* binding precedent of the Board.

UNITED STATES PATENT AND TRADEMARK OFFICE

**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

Ex parte GREGORY C. SKINNER

Appeal 2007-0392
Application 10/427,733
Technology Center 3700

ON BRIEF

Before MILLS, GRIMES, and LEOVITZ, *Administrative Patent Judges*.

GRIMES, *Administrative Patent Judge*.

DECISION ON APPEAL

This is an appeal under 35 U.S.C. § 134 involving claims to adjustable dental impression trays. The Examiner has rejected the claims as being anticipated and obvious. We have jurisdiction under 35 U.S.C. § 6(b). We affirm.

BACKGROUND

The Specification discloses that, in preparation for dental work, “an impression is often used to create an imprint or negative likeness of the teeth.” (Specification 1.) Dental impressions are typically made “by placing

a soft, semi-fluid material within the confines of an open trough or channel of a unitary arcuate tray which is then positioned within the mouth of a patient, thus allowing the material to set or cure.” (*Id.*) “From the negative or female cast of the teeth and surrounding structures, a positive reproduction or male cast may be created for the purpose of fabricating inlays, crowns,” etc. (*Id.* at 2.)

Because of the wide variety in dental arch sizes, “those skilled in the art developed adjustable impression trays.” (*Id.* at 3.) The Specification states that prior art adjustable impression trays suffer from disadvantages “from the standpoint of effectiveness of operation, manufacturing costs, simplicity of construction in relation to multiplicity of parts, and functionality as to universal application.” (*Id.* at 5.)

The Specification discloses “an adjustable dental impression tray which may be adjusted to the specific size of a patient's mouth, thereby eliminating the need for a dentist to stock various sizes of impression trays (e.g., small, medium, large and extra large) in order to accommodate the different dental arch configurations of patients.” (*Id.* at 6.)

DISCUSSION

1. CLAIMS

Claims 21-44 are on appeal. Claims 21 and 33 are representative and read as follows:

21. A dental impression tray, comprising:
 - a first arcuate member monolithically formed as a single unit;
 - a second arcuate member monolithically formed as a single unit;

said first arcuate member directly engaging said second arcuate member to provide relative rotation therebetween; and
said first and second arcuate members forming an arcuate receiving channel of adjustable curvature.

33. An adjustable dental impression tray, comprising:
a first arcuate member monolithically formed as a single unit, said first arcuate member comprising an engagement member;
a second arcuate member monolithically formed as a single unit, said second arcuate member comprising an aperture formed to directly engage said engagement member of said first arcuate member to provide relative rotation therebetween;
and at least one of said first and second arcuate members comprising at least one breakable notch formed along a length thereof.

Thus, claims 21 and 33 are both directed to a dental impression tray comprising of two monolithically formed arcuate, or curved, members. Appellant and the Examiner disagree on the meaning of the term “monolithically formed.” The Examiner cites a dictionary that defines monolithic as meaning “cast as a single piece [or] formed or composed of material without joints or seams [or] consisting of or constituting a single unit.” (Answer 6.)

Appellant argues that this definition would make the phrase “monolithically formed as a single unit” redundant. (Br. 6, fn.1.) Appellant argues that “[i]t is well established that, ‘a patentee may choose to be his own lexicographer and use terms in a manner other than their ordinary meaning, as long as the special definition of the term is clearly stated in the patent specification *or file history*.’” (Br. 6, quoting *Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1582, 39 USPQ2d 1573, 1576 (Fed. Cir.

1996) (emphasis Appellant's.) Appellant argues that in formal correspondence with the Examiner, the term "monolithically formed" has been consistently defined to mean "formed or composed of material without joints or seams." (*Id.*)

We agree with the Examiner's interpretation of the claim language. During examination, claims are given the broadest reasonable interpretation that is consistent with the specification. *See In re Morris*, 127 F.3d 1048, 1054, 44 USPQ2d 1023, 1027 (Fed. Cir. 1997). Appellant has pointed to nothing in the specification that is inconsistent with the Examiner's interpretation of the claims.

Instead, Appellant argues that he has defined the term "monolithically formed" in correspondence during prosecution. We agree with the Examiner that Appellant has not adequately shown an intent to give the term "monolithically formed" a specific meaning. If an applicant wants to be his own lexicographer and give a term a meaning other than the ordinary one, the specification must clearly redefine the term so as to put those skilled in the art on notice that the patent intends to redefine the term. *See Process Control Corp. v. HydReclaim Corp.*, 190 F.3d 1350, 1357, 52 USPQ2d 1029, 1033 (Fed. Cir. 1999). *See also Optical Disc Corp. v. Del Mar Avionics*, 208 F.3d 1324, 1334, 54 USPQ2d 1289, 1295 (Fed. Cir. 2000) ("Without evidence in the patent specification of an express intent to impart a novel meaning to a claim term, the term takes on its ordinary meaning.").

Here, the specification uses the term "monolithically formed" only in describing Figure 7. That figure is said to show an embodiment having an inner wall 228 spaced apart from an outer wall 224. A membrane 230 may extend between the inner wall 228 and the

outer wall 224 thus forming a generally U-shaped channel. . . .
In one presently preferred embodiment . . . , the inner wall 228,
outer wall 224, and the membrane 230, are formed as an
integral unit relative to each other, thus being unitary in nature
(i.e., monolithically formed as a single unit).

Page 21 (as amended Jan. 18, 2005, emphasis added). Thus, the
specification uses the phrase in a manner consistent with the Examiner's
definition. It does not indicate an intent to give the term a novel meaning.

Therefore, we interpret the claim language "monolithically formed as
a single unit" to mean that each arcuate members is formed as a single piece,
as opposed to being formed by attachment of two or more separate pieces.
This interpretation gives the claim language its broadest reasonable
interpretation consistent with the specification and relies on the usual
definition of the terms.

Claim 21 requires the two members to directly engage each other in a
manner providing relative rotation between them. Together, the two
members must form a channel having adjustable curvature.

Claim 33 requires one curved member to comprise an engagement
member, and the other curved member to comprise an aperture that directly
engages the engagement member, providing rotation between the two curved
members. Claim 33 also requires at least one of the curved members to have
a breakable notch along its length.

2. ANTICIPATION BY WENTZEL

Claims 21-25, 27, 28, 31, 32, 41, and 42 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Wentzel.¹ (Answer 3.) The Examiner points out that Wentzel describes a dental impression tray comprising two monolithically formed arcuate members that selectively engage to provide rotation between them, and form an arcuate receiving channel of adjustable curvature. (*Id.*)

“A claim is anticipated 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.*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

Appellant argues that Wentzel does not anticipate claims 21, 22, 27, 28, 31, 41, and 42. (Br. 5-7, Reply Br. 2-3.) Specifically, Appellant argues that Wentzel does not anticipate claim 21 under his definition of the term “monolithic.” (Br. 6.) Appellant urges that Wentzel’s curved members engage via screws and nuts that are not formed as parts of the members “without joints or seams.” (*Id.*) Without the screws and nuts, argues Appellant, “the best that members A and B can do is lay one on top of the other. . . . An association caused by gravity does not anticipate an engagement providing relative rotation between the two members.” (*Id.* at 7.)

We do not find Appellant’s argument persuasive. As argued by the Examiner (Answer 6), Figures 1, 4, and 5 depict “the two arcuate members rest[ing] directly on top of each other such that center portion 32 directly

¹ Wentzel, U.S. Patent 2,594,832, issued April 29, 1952.

engages center portion 22 of the other tray.” Thus, as disclosed by Wentzel, “tongue portion 31 extends to the left of central portion 32 into a recess 27 provided in the base of member A.” (Wentzel, col. 3, ll. 26-28.)

Thus, the curved shape of the tongue portion in one tray fits into a correspondingly shaped recess in the other tray, with the trays being moveable in relation to each other. We agree with the Examiner that Wentzel’s two monolithically formed curved members A and B engage sufficiently to provide relative rotation between them, as required in claim 21. While the screws and nuts in Wentzel’s device may be considered additional engagement members, claim 21’s use of the term “comprising” encompasses the presence of those elements in the overall device. *See Genentech, Inc. v. Chiron Corp.*, 112 F.3d 495, 501, 42 USPQ2d 1608, 1613 (Fed. Cir. 1997) (“‘Comprising’ is a term of art used in claim language which means that the named elements are essential, but other elements may be added and still form a construct within the scope of the claim.”).

Appellant urges that “when one monolithically formed arcuate member (*i.e.*, an arcuate member formed without joints or seams) directly engages another, as claimed by Appellant, a fully functioning, two-component impression tray is formed.” (Br. 7.)

We do not find this argument persuasive. Claim 21 is not limited to a two component impression tray. Rather, claim 21 recites a dental impression tray having two curved units which engage each other to provide relative rotation between the two units, and which form a receiving channel of adjustable curvature. Wentzel describes a dental impression tray having the claimed elements, and additional elements as well (e.g., screws).

Because claim 21 encompasses the presence of additional elements in the device, however, these additional elements do not negate Wentzel's anticipation of claim 21.

Appellant also argues that Wentzel's arcuate members are not "monolithically formed," but we disagree with Appellant's definition of that term. Wentzel's members reasonably appear to be "monolithically formed as a single unit," as we have interpreted that phrase. See Figure 1 and col. 1, ll. 45-47 ("the main members . . . may be readily molded of an inexpensive transparent plastic").

The Examiner argues that Wentzel's two arcuate members meet claim 21's engagement limitation because, "as clearly shown in figures 1, 4, and 5, the two arcuate members rest directly on top of each other such that center portion 32 directly engages center portion 22 of the other tray." (Answer 6.) As discussed *supra*, because Wentzel's arcuate members are adjustable in relation to each other, and because member B has a curved tongue portion 31 that fits into a correspondingly shaped recess in member A, we agree with the Examiner that Wentzel's two monolithically formed arcuate members directly engage each other to provide relative rotation, even without the screws and nuts. Thus, we agree with the Examiner that Wentzel meets all of the limitations recited in claim 21.

We therefore affirm the rejection of claim 21 over Wentzel. Claims 22, 27, 28, 31, 41, and 42 fall with claim 21 because they were argued in the same grouping as claim 21 with respect to the rejection over Wentzel. (Br. 5.)

Appellant argues that Wentzel does not anticipate claim 23 because “Wentzel does not disclose a monolithically formed arcuate member having an extending engagement member, as claimed by Appellant. Instead, Wentzel teaches screws 39 that are not monolithically formed as part of either of members A or B. Accordingly, such screws 39 cannot anticipate Appellant's extending engagement member.” (Br. 7.)

We do not find this argument persuasive.

Claim 23 recites “[t]he dental impression tray as defined in claim 21, wherein said first arcuate member comprises an engagement member extending therefrom.” Thus, claim 21 requires the device’s first arcuate member to be monolithically formed, and claim 23 adds the requirement that the arcuate member has an engagement member that extends from it. Claim 23 requires only that the engagement member extend from the first arcuate member. We therefore interpret claim 23 to encompass an arcuate monolithic member attached to an engagement member that extends from it, whether or not the engagement member is monolithically formed as part of the arcuate member.

As pointed out by the Examiner, Wentzel discloses that “[t]he first arcuate member comprises an engagement member 39 extending therefrom.” (Answer 3.) Specifically, Wentzel discloses that one of the arcuate members has screws mounted in it. (Wentzel, col. 3, ll. 49-52 (“The head portion of a screw member 39 is secured in the forwardly extending portion 30 of the member B, whereas the head portion of another screw 39 is mounted in the central portion 32 of the member B . . .”).)

Thus, Wentzel's device contains an arcuate member monolithically formed as a single unit, and that arcuate member comprises engagement members extending from it, as required by claim 23. Because we agree that Wentzel describes a device having all of the elements required in claim 23, we affirm the Examiner's anticipation rejection of claim 23 over Wentzel.

Appellant argues that Wentzel does not anticipate claim 24 because "Wentzel does not disclose a monolithically formed arcuate member having a post, as required by the present invention. Again, Wentzel teaches screws 39 that are not monolithically formed as part of either of members A or B. Accordingly, such screws 39 cannot anticipate Appellant's post." (Br. 8.)

We are not persuaded by Appellant's argument. Claim 24 recites "[t]he dental impression tray as defined in claim 23, wherein said engagement member comprises a post."

As discussed *supra*, claim 23 encompasses Wentzel's dental impression tray having a monolithically formed arcuate member with screws extending from it, and therefore anticipates claim 23. Because the screws in Wentzel's device are encompassed by the term "post" in claim 24, we also agree with the Examiner that Wentzel anticipates claim 24. We therefore affirm the rejection of claim 24 over Wentzel.

Appellant argues that Wentzel does not anticipate claim 25 because "Wentzel does not disclose one arcuate member having an aperture engaging an engagement member monolithically extending from another arcuate member, as claimed by Appellant." (Br. 8.)

We do not find Appellant's argument persuasive. Claim 25 recites "[t]he dental impression tray as defined in claim 24, wherein said second

arcuate member comprises an aperture, wherein said aperture is configured to directly engage said engagement member of said first arcuate member to support pivoting thereabout.”

As discussed *supra*, we agree with the Examiner that Wentzel anticipates claim 24, because it describes a first monolithically formed arcuate member having screws extending from it. As is evident from Figures 1 and 2 of Wentzel, the second arcuate member has apertures that accommodate those screws, the apertures being large enough to allow positional adjustment of the two arcuate members.

Thus, we agree with the Examiner that Wentzel describes the dental impression tray defined by claim 25. We therefore affirm the Examiner’s anticipation rejection of claim 25 over Wentzel.

Appellant argues that Wentzel does not anticipate claim 32 because “Wentzel does not disclose a monolithically formed arcuate member having a locking member, as claimed by Appellant,” and because “Wentzel does not disclose a monolithically formed arcuate member having a plurality of receiving apertures positioned to periodically align and releasably engage the locking member at various stages of rotation of one arcuate member with respect to the other, as claimed by Appellant.” (Br. 8.)

We do not find Appellant’s argument persuasive. Claim 32 reads as follows:

32. The dental impression tray as defined in claim 21, wherein one of said first and second arcuate members comprises a locking member while the other comprises a plurality of receiving apertures positioned to periodically align and releasably engage said locking member at various stages of rotation of the first arcuate member with respect to the second

arcuate member, wherein engagement of the locking member with each receiving aperture of the plurality of receiving apertures provides a registered position corresponding to a particular curvature.

In addition to disclosing that the first arcuate member B has screws attached to it, Wentzel discloses that “[t]he screws 39 each have clamping nuts 40 threaded thereon for the purpose of clamping the members A and B to each other in their adjusted positions.” (Col. 3, ll. 59-62.) Thus, Wentzel describes a dental impression tray having a monolithically formed arcuate member comprising a locking member, as recited in claim 32.

Wentzel also discloses that “[t]he screws 39 pass through the slots 29 [in member A] which are each of a width greater than that of the screws 39 so as to allow the utmost freedom of adjustment and shifting of the members A and B with respect to each other.” (Col. 3, ll. 54-58.) Wentzel therefore also describes a dental impression tray having a plurality of apertures which allow for positional adjustment and locking of the device at various stages of rotation or curvature. Because Wentzel describes a device having all of the claimed elements, we affirm the Examiner’s anticipation rejection of claim 32 over Wentzel.

To summarize, we affirm the Examiner’s rejection of claims 21-25, 27, 28, 31, 32, 41, and 42, under 35 U.S.C. § 102(b) as anticipated by Wentzel.

3. OBVIOUSNESS

Claims 26, 29, 30, and 33-44 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Wentzel in view of Skarky.² (Answer 5.) The Examiner states that Wentzel discloses the claimed invention “except for at least one of the first and second arcuate members comprising a breakable notch.” (*Id.*)

To meet that limitation, the Examiner cites Skarky (col. 4, line 48 through col. 5, line 25) as disclosing “an impression tray having breakable notches 72, 74, 76, 78 formed in the outer wall and notche[s] 90, 94, 98, 102 formed along the length of the platform such that the size of the tray can be shorte[ne]d when only an impression of a partial arch is required.” (*Id.*)

Based on these teachings, the Examiner concludes that

[i]t would have been obvious to one skilled in the art to provide the dental tray of Wen[t]zel with a breakable notch formed in the outer wall and a breakable notch formed along a length of the platform of at least one of the first and second arcuate members in view of Skarky in order to permit the size of the tray can be shortened when only an impression of a partial arch is required.”

(*Id.*)

Appellant argues that “with respect to claims 26, 29, 30, 33, 35-39, and 41-44, the combination fails to teach or suggest a monolithically formed first arcuate member directly engaging a monolithically formed second arcuate member, as claimed by Appellant.” (Br. 12.) That is, Appellant reasons that Wentzel does not disclose two monolithically formed arcuate

² Skarky, U.S. Patent 4,432,728, issued February 21, 1984.

members that directly engage, and Skarky does not make up for this deficiency. (*Id.*)

As pointed out by Appellant, “obviousness requires a suggestion of all limitations in a claim.” *CFMT, Inc. v. Yieldup Intern. Corp.*, 349 F.3d 1333, 1342, 68 USPQ2d 1940, 1947 (Fed. Cir. 2003) (citing *In re Royka*, 490 F.2d 981, 985, 180 USPQ 580, 583 (CCPA 1974)).

However, we do not find Appellant’s argument persuasive of nonobviousness. As discussed *supra*, we agree with the Examiner that Wentzel describes a dental impression tray having two monolithically formed arcuate members that engage as required in claim 33. Skarky teaches that breakable notches were desirable in dental impression trays for situations requiring only partial impressions. We therefore agree with the Examiner that one of ordinary skill would have found it obvious to include such notches in Wentzel’s impression tray, as recited in claim 33.

Because Wentzel and Skarky would have made obvious the product of claim 33, we affirm the Examiner’s obviousness rejection of that claim. Claims 26, 29, 30, 35-39, and 41-44 fall with claim 33.

Appellant argues that Wentzel and Skarky do not render claim 34 obvious because “the combination of Wentzel and Skarky fails to teach or suggest an aperture that is open to surround only a portion of the engagement member, as claimed by Appellant. As can be seen, all apertures taught by Wentzel and Skarky are all fully closed.” (Br. 12.)

We do not find Appellant’s argument persuasive. Claim 34 recites “[t]he adjustable dental impression tray as defined in claim 33, wherein said aperture is open to surround only a portion of said engagement member.”

Wentzel discloses that the screws 39 of member B pass through two elongated slots 29 in member A. (Wentzel, Figures 1, 2, and 3.)

As is evident from Figures 1, 2, and 3, because of their elongated shapes, the slots at best can only contact portions of the screws, and will therefore never fully surround the screws. (*See also*, Wentzel, col. 3, ll. 54-58 (“The screws 39 pass through the slots 29 *which are each of a width greater than that of the screws 39* so as to allow the utmost freedom of adjustment and shifting of the members A and B with respect to each other.” (emphasis added).)

Wentzel therefore describes apertures which surround only a portion of the engagement members, as recited in claim 34. We affirm the obviousness rejection of claim 34 over Wentzel and Skarky.

Appellant argues that Wentzel and Skarky fail to render claim 40 obvious. (Br. 13.) Specifically, Appellant argues that “the combination of Wentzel and Skarky fails to teach or suggest a monolithically formed arcuate member having a locking member,” and that “the combination does not teach or suggest a monolithically formed arcuate member having a plurality of receiving apertures positioned to periodically align and releasably engage the locking member at various stages of rotation of one arcuate member with respect to the other, as claimed by Appellant.” (*Id.*)

Claim 40 reads:

40. The adjustable dental impression tray as defined in claim 33, wherein one of said first and second arcuate members comprises a locking member while the other comprises a plurality of receiving apertures positioned to periodically align and releasably engage said locking member at various stages of rotation of the first arcuate member with respect to the second

arcuate member, wherein engagement of the locking member with each receiving aperture of the plurality of receiving apertures provides a registered position corresponding to a particular curvature.

Thus, claim 40 is substantially identical to claim 32, except that claim 40 depends from claim 33.

As discussed *supra* with respect to claim 32, Wentzel describes a dental impression tray having a plurality of apertures which allow for positional adjustment and locking of the device at various stages of rotation or curvature. Therefore, we agree that claim 40 would have been obvious over Wentzel and Skarky. We affirm the obviousness rejection of claim 40.

3. ANTICIPATION BY DECROP

Claims 21-25, 27, 28, 31, 32, and 41-43 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Decrop.³ (Answer 4.) The Examiner states that Decrop discloses a dental impression tray having two arcuate members, 2 and 3, both monolithically formed as single units. (*Id.*) The Examiner urges that “[t]he first arcuate member selectively engages the second arcuate member to provide relative rotation therebetween. The first and second arcuate members form an arcuate receiving channel of adjustable curvature.” (*Id.*)

Appellant argues that Decrop does not anticipate claim 21 because Decrop does not disclose a monolithically formed first arcuate member that directly engages a monolithically formed second arcuate member. (Br. 9.) “In asserting the contrary, the Examiner has again ignored Appellant's right

³Decrop, FR 2 551 654 A1, published March 15, 1985.

to define his own terms and improperly adopted a definition of ‘monolithic’ that is contrary to the definition repeatedly and expressly stated by Appellant.” (*Id.*)

We do not find Appellant’s argument persuasive. While Appellant urges that simple contact caused by gravity does not constitute direct engagement, claim 21 encompasses any degree of engagement. Because Decrop’s two monolithically formed arcuate members must fit together when the device is assembled, we agree with the Examiner that Decrop meets the engagement limitation.

Specifically, Decrop’s two monolithically formed arcuate members are gutter-shaped. (Decrop Translation 3 (“[T]he other two components are two gutters 2 and 3 that each correspond to a half-arch”). When the device is assembled, these gutters overlap. (Decrop, Figures 2, 3, 7.) For the two members to overlap as depicted, one of the gutter-shaped arcuate members must fit inside the other when the device is assembled.

Because one of the gutter-shaped members must fit inside the other when the device is assembled, we agree with the Examiner that Decrop describes a dental impression tray having two monolithically formed arcuate members that directly engage each other. Because Decrop’s dental impression tray is adjustable, the two monolithically formed arcuate members also rotate in relation to each other, providing an arcuate channel of adjustable curvature.

Appellant further argues that Decrop does not anticipate claim 21 because Decrop requires at least four components to provide a functional impression tray, whereas a fully functional impression tray is provided when

the two monolithically formed arcuate members recited in claim 21 engage each other. (Br. 10.)

We are not persuaded by Appellant's argument. Claim 21 does not require a fully functioning two component impression tray.

Rather, claim 21 recites a dental impression tray having two curved units which engage each other to provide relative rotation between the two units, and which form a receiving channel of adjustable curvature. Decrop describes a dental impression tray having these elements and additional elements, as well. Because claim 21 encompasses the presence of additional elements in the device, however, these additional elements do not undermine Decrop's anticipation of claim 21.

We therefore affirm the Examiner's anticipation rejection of claim 21 over Decrop. Claims 27, 28, 31, 41, and 42 fall with claim 21.

Appellant argues that Decrop does not disclose the limitations present in claims 22-25, 32, and 43. We agree with Appellant that Decrop does not describe all the limitations of these claims. We therefore reverse the anticipation rejection of those claims over Decrop.

To summarize, we affirm the anticipation rejection based on Decrop with respect to claims 21, 27, 28, 31, 41, and 42, but reverse it with respect to claims 22-25, 32, and 43.

SUMMARY

We affirm the rejection of claims 21-25, 27, 28, 31, 32, 41, and 42 under 35 U.S.C. § 102(b) as being anticipated by Wentzel, and the rejection of claims 26, 29, 30, and 33-44 under 35 U.S.C. § 103(a) as being obvious in view of Wentzel and Skarky.

Appeal No. 2007-0392
Application No. 10/427,733

We also affirm the rejection of claims 21, 27, 28, 31, 41, and 42 under 35 U.S.C. § 102(b) as being anticipated by Decrop, but we reverse the rejection of claims 22-25, 32, and 43 under 35 U.S.C. § 102(b) as being anticipated by Decrop.

No time period for taking any subsequent action in connection with this appeal may be extended under 37 CFR § 1.136(a)(iv)(2006).

AFFIRMED

DEMETRA J. MILLS)	
Administrative Patent Judge)	
)	
)	
)	BOARD OF PATENT
ERIC GRIMES)	
Administrative Patent Judge)	APPEALS AND
)	
)	INTERFERENCES
)	
RICHARD M. LEOVITZ)	
Administrative Patent Judge)	

EG/FP/lbg

Appeal No. 2007-0392
Application No. 10/427,733

PATE PIERCE & BAIRD
215 SOUTH STATE STREET, SUITE 550
PARKSIDE TOWER
SALT LAKE CITY UT 84111