

## Intrinsic Evidence Seals the Deal for Seabed

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In [\*Seabed Geosolutions \(US\) Inc. v. Magseis FF LLC\*](#), (Fed. Cir. Aug. 11, 2021), the Federal Circuit vacated and remanded the PTAB's finding of nonobviousness, holding that the PTAB erred in using extrinsic evidence to construe terms where the intrinsic evidence was clear.

Magseis's challenged patent, directed to "seismometers for use in seismic exploration," describes using a receiver, called a geophone, to receive a "seismic reflection" after an acoustic signal is sent into the earth. Magseis's predecessor sued Seabed for patent infringement, and Seabed petitioned for *inter partes* review. The Board found, based solely on extrinsic evidence, that "'geophone internally fixed within [the] housing' required a non-gimbaled geophone," because the art at the time taught a special meaning for the term "fixed": that the geophone was "not gimbaled." Based on this construction, the Board determined that the challenged claims were not unpatentable. Seabed appealed.

On appeal, the Federal Circuit reversed and vacated the Board's decision. The Court focused on whether the record contained sufficient intrinsic evidence to construe the geophone limitation so as to render the use of extrinsic evidence unnecessary. Ultimately, the Court answered this question in the affirmative, holding that the Board's reliance on extrinsic evidence was an error because there was sufficient intrinsic evidence to construe the claim.

In reaching its decision, the Court explained that intrinsic evidence will be given primacy and extrinsic evidence should only be used to construe claims if it is consistent with intrinsic evidence. Here, the Board's construction improperly used extrinsic evidence to "alter the meaning of 'fixed' that is clear from the intrinsic evidence."

Turning first to the claims which recite a "geophone internally fixed within [the] housing," the Court held that the term "fixed" has its ordinary meaning, "i.e., attached or fastened." Further, the Court held the adverb "internally" and the preposition "within" indicated the geophone's relationship with the house as opposed to the type of geophone.

The Court noted its construction was consistent with the specification, which said "nothing about the geophone being gimbaled or non-gimbaled." Instead, the specification repeated 18 times that "the invention is 'self-contained' and explain[ed] that it 'requires no external wiring or connection.'"

Finally, the Court noted its construction was also consistent with the patent’s prosecution history, in which the applicant equated the claim term “internally fixed within” with “disposed, and electrically connected, within.” In the Court’s view, the prosecution history thus demonstrated that “fixed” meant “mounted.”

In sum, the Federal Circuit held that there was sufficient intrinsic evidence—the patent’s claims, specification, and prosecution history—to construe the claims without turning to extrinsic evidence. The Board’s decision to do so was thus an error.

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