

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

WELLMATICS, LLC, GR ENERGY SERVICES MANAGEMENT, LP,
GR ENERGY SERVICES OPERATING GP, LLC, and
GR WIRELINE, L.P.,
Petitioner,

v.

CANATEX COMPLETIONS SOLUTIONS, INC.,
Patent Owner.

IPR2023-01149
Patent 10,794,122 B2

Before JAMES P. CALVE, SCOTT A. DANIELS, and
BRENT M. DOUGAL, *Administrative Patent Judges*.

DOUGAL, *Administrative Patent Judge*.

DECISION
Denying Institution of *Inter Partes* Review
35 U.S.C. § 314

I. INTRODUCTION

A. *Background and Summary*

Petitioner, Wellmatics, LLC; GR Energy Services Management, LP; GR Energy Services Operating GP, LLC; and GR Wireline, L.P., requests that we institute an *inter partes* review challenging the patentability of claims 1, 4–13, and 15–19 (the “challenged claims”) of U.S. Patent 10,794,122 B2 (Ex. 1001, “the ’122 patent”). Paper 1 (“Petition” or “Pet.”). Patent Owner, Canatex Completions Solutions, Inc., argues that Petitioner’s request is deficient and should not be granted. Paper 6 (“Preliminary Response” or “Prelim. Resp.”).

Applying the standard set forth in 35 U.S.C. § 314(a), which requires demonstration of a reasonable likelihood that Petitioner would prevail with respect to at least one challenged claim, we do not institute an *inter partes* review.

B. *Related Matters*

The parties identify the following related District Court litigation: *Canatex Completions Solutions, Inc. v. Wellmatics, LLC et al.*, 4:22-cv-3306 (S.D. Tex.). Pet. 2; Paper 5, 2.

C. *The ’122 Patent*

The ’122 patent is titled “Releasable Connection for a Downhole Tool String” and is directed to “a connection that releases as a result of fluid pressure.” Ex. 1001, code (54), 1:6–8. A releasable connection can be desirable to “leave a component downhole,” especially “if a component or tool string becomes stuck.” *Id.* at 1:14–18.

In the primary embodiment, gas pressure “from the combustion of combustible 42” moves a piston from the “locked position to the release position.” *Id.* at 3:60–65. Movement of the piston allows axial outward

movement of a spring-loaded collet surrounding, and previously gripping, a first part of the tool string. *Id.* at 3:12–16. In this way, the connection is released and the first part of the downhole tool string can be separated from the second part.

In addition to a combustible, the '122 patent also states that fluid pressure can be provided by “a gas cylinder . . . , a fluid line . . . from [the] surface, etc.” *Id.* at 3:53–58.

D. Illustrative Claim(s)

Of the challenged claims, 1, 7, and 13 are independent. Claim 1, reproduced below, is illustrative:

1. A releasable connection for a downhole tool string, comprising
a first part comprising an external connection profile; and
a second part comprising:

an outer housing;

a releasable engagement profile which internally engages
the connection profile of the first part and which is configured to
expand radially to release the connection profile of the first part;

a locking piston positioned within an internal cavity of the
second part, the locking piston configured to move axially along
the second part between a locking position that directly
constrains the releasable engagement profile into engagement
with the connection profile of the first part and a release position
that permits the releasable engagement profile to expand radially
to release the connection profile of the second part¹;

¹ In the related District Court litigation, the court has determined that “second part” renders this claim limitation indefinite. Ex. 1022, 4–7. However, it is not necessary for us to reach this issue here as there is no contention that the claim is indefinite. Further, in this case, when discussing how the prior art reads on this limitation (*see* Pet. 30–33), Petitioner adopts Patent Owner’s District Court position that “second part” would be understood to be “first part” (Ex. 1022, 3).

an expansion chamber in fluid communication with the locking piston; and

a source of fluid pressure in communication with the expansion chamber, wherein, upon activation, the source of fluid pressure is configured to apply fluid pressure to move the locking piston from the locking position toward the release position.

Ex. 1001, 5:15–40.

E. Evidence

Petitioner's grounds of unpatentability rely on the following evidence:

Name	Patent Document	Exhibit
Bebak	U.S. 6,571,879 B1, iss. June 3, 2003	1007
Forehand	U.S. 4,776,393, iss. Oct. 11, 1988	1008

Name	Non-Patent Literature	Author(s)	Exhibit
HTB	Hunting Titan Wireline Hardware Brochure, V.9.1, 2012		1009

F. Prior Art and Asserted Grounds

Petitioner asserts the following grounds of unpatentability (Pet. 3), supported by the declaration of Gary Wooley, Ph.D. (Ex. 1002):

Claim(s) Challenged	35 U.S.C. §	Reference(s)/Basis
1, 5, 6, 13, 17, 18	102	Bebak
4, 19	103	Bebak
15	103	Bebak, HTB
1, 4–13, 16, 18, 19	103	Bebak, Forehand

II. ANALYSIS

A. Legal Standards

Petitioner bears the burden to demonstrate unpatentability. *Dynamic Drinkware, LLC v. Nat'l Graphics, Inc.*, 800 F.3d 1375, 1378 (Fed. Cir. 2015). At this preliminary stage, we determine whether the information

presented in the Petition shows a reasonable likelihood that Petitioner would prevail in establishing that at least one of the challenged claims would have been obvious over the proposed combinations of prior art. *See* 35 U.S.C. § 314(a).

“A claim is anticipated [under 35 U.S.C. § 102] 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 (Fed. Cir. 1987). Moreover, “[b]ecause the hallmark of anticipation is prior invention, the prior art reference—in order to anticipate under 35 U.S.C. § 102—must not only disclose all elements of the claim within the four corners of the document, but must also disclose those elements ‘arranged as in the claim.’” *Net MoneyIN, Inc. v. VeriSign, Inc.*, 545 F.3d 1359, 1369 (Fed. Cir. 2008). Whether a reference anticipates is assessed from the perspective of an ordinarily skilled artisan. *See Dayco Prods., Inc. v. Total Containment, Inc.*, 329 F.3d 1358, 1368 (Fed. Cir. 2003).

35 U.S.C. § 103 establishes that a claim is unpatentable “if the differences between the claimed invention and the prior art are such that the claimed invention as a whole would have been obvious . . . to a person having ordinary skill in the art to which the claimed invention pertains.” *See also KSR Int’l Co. v. Teleflex Inc.*, 550 U.S. 398, 406 (2007) (discussing obviousness). We resolve the question of obviousness based on underlying factual determinations, including: (1) the scope and content of the prior art; (2) any differences between the prior art and the claims; (3) the level of skill in the art; and (4) when in evidence, objective indicia of nonobviousness. *See Graham v. John Deere Co.*, 383 U.S. 1, 17–18 (1966).

We apply these principles to the Petition’s challenges.

B. Level of Ordinary Skill in the Art

We review the grounds of unpatentability in view of the understanding of a person of ordinary skill in the art at the time of the invention. *Id.* at 13, 17. Petitioner asserts that a person of ordinary skill in the art would either have

(1) a B.S. in an engineering or science discipline, or similar field, who has at least two years of experience designing, working with, selecting, or running downhole completion tools, or (2) 3-4 years of work experience designing, working with, selecting, or running downhole completion tools. EX1002, ¶ 24.

Pet. 7.

Patent Owner “does not dispute” these qualifications. Prelim. Resp. 10.

We are persuaded, on the present record, that Petitioner’s proposal is consistent with the problems and solutions in the ’122 patent and prior art of record. We adopt Petitioner’s definition of the level of skill for the purposes of this Decision.

Petitioner also includes a bullet point list of eight things that Petitioner asserts a person of skill in the art would have known. Pet. 7–8. Patent Owner disputes Petitioner’s list. Prelim. Resp. 10.

The Petition makes no real effort to establish that this list of concepts would have been known or understood by a person of skill in the art. *See generally id.* at 7–8. Rather, the Petition merely lists the concepts and asserts that they would have been known. *Id.* The Petition does cite to its declarant who includes the same list of concepts, but also includes citations after each bullet point. Ex. 1002 ¶ 25. However, merely listing a citation to a document related to a concept does not establish that one of skill in the art, as defined by Petitioner, would have known or understood the listed concepts. Thus,

Petitioner has not established that one of skill in the art would have known or understood the listed concepts.

C. Claim Construction

In *inter partes* review, we construe claims using the same claim construction standard that would be used to construe the claim in a civil action under 35 U.S.C. § 282(b), including construing the claim in accordance with the ordinary and customary meaning of such claim as understood by one of ordinary skill in the art and the prosecution history pertaining to the patent. 37 C.F.R. § 42.100(b) (2022).

Petitioner argues that “source of fluid pressure” in claims 1 and 13 should be construed to mean “component(s) that communicate(s) fluid pressure.” Pet. 18. Patent Owner disagrees, arguing that “source” should be construed to mean “the place from which something originates.” Prelim. Resp. 18.

Petitioner bases its argument on language in the ’122 patent. Pet. 17–18. Petitioner states that the specification gives certain examples, and then refers back to these examples as sources of fluid pressure:

The specification explains that “[f]luid pressure may include pressure applied by a liquid or a gas, which may be communicated to expansion chamber 38 in various ways. For example, there may a gas cylinder that releases gas pressure upon activation, a fluid line that provides gas or liquid to expansion chamber 38 from surface, etc.” EX1001, 3:53-58. The specification later refers back to this very language as “sources of fluid pressure discussed above.” *Id.*, 4:10.

Id. Petitioner then argues that therefore “a fluid line” is a “source of fluid pressure,” as are any other “component(s) that communicate(s) fluid pressure.” *Id.* at 18 (citing Ex. 1002 ¶ 70 (Petitioner’s declarant making the same point in near identical language)).

Petitioner further argues that a “source of fluid pressure” should not be limited “to sources that actually create the fluid pressure at the desired location.” Pet. 19. But, should include “sources that guide fluid pressure created elsewhere to the desired location, including fluid lines running from the surface.” *Id.*

Patent Owner argues that Petitioner’s discussion of the specification fails to address what one of skill in the art would understand to be the source of fluid pressure. Patent Owner argues that one of skill “would understand that in [the fluid line] . . . embodiment the ‘source of fluid pressure’ resides at the surface, such as a hydraulic pump that communicates fluid to the release tool via the fluid line.” Prelim. Resp. 14 (citing Ex. 2001 ¶ 56). Patent Owner further argues that “[w]hile the fluid line is a component that communicates the fluid pressure from the pump, the fluid line is not itself the source of fluid pressure.” *Id.*

We agree with Patent Owner that the example of “a fluid line that provides gas or liquid to expansion chamber 38 from [the] surface” in the specification, does not require that a fluid line be a source of fluid pressure. We further agree that Petitioner’s analysis ignores the fact that this example makes clear that the source of fluid pressure is at the surface. Prelim. Resp. 20 (citing Ex. 2001 ¶¶ 66–67).

Both Patent Owner and Petitioner agree that “source” should be construed in accordance with its ordinary meaning. Prelim. Resp. 13, 18; Pet. 18–19 (Patent Owner has not “identified any clear definition or clear and unambiguous disclaimer that would justify departing from the ordinary meaning of the claim language.”).

At the same time, only Patent Owner provides evidence as to the ordinary meaning of “source.”² *See* Prelim. Resp. 13–18 (citing Ex. 1001, 3:55–65, 4:5–12, Ex. 2001 ¶¶ 52–63, Ex. 2003, 7, 8, Ex. 2004, 5, Ex. 2005 ¶¶ 29–30, Fig. 1, Ex. 2006, 4:64–5:9, Fig. 1, Ex. 2007, 13:23–35, Ex. 2009, Abstr., 3:54–60, Ex. 2010. Patent Owner provides dictionary and declaratory evidence that the ordinary meaning of “source” is “‘origin’— i.e., the place from which something originates.” *Id.* at 13 (citing Ex. 2001 ¶ 52, Ex. 2003, 7, 8, Ex. 2004, 5). Patent Owner provides further evidence and explanation as to why that definition is consistent with the usage of “source of fluid pressure” in the ’122 patent. *Id.* at 13–15 (citing e.g., Ex. 1001, 3:55–65, 4:5–12). Patent Owner provides further evidence of how the term “source” is used in other patents and documents “in the oil and gas industry” that is consistent with its definition. *Id.* at 15–18 (citing Ex. 2001 ¶¶ 57–63, Ex. 2005 ¶¶ 29–30, Fig. 1, Ex. 2006, 4:64–5:9, Fig. 1, Ex. 2007, 13:23–35, Ex. 2009, Abstr., 3:54–60, Ex. 2010).

Thus, based on the current record, we construe “source of fluid pressure” to mean the place from which the fluid pressure originates.

We decline to construe any other claim terms at this time. *See Realtime Data, LLC v. Iancu*, 912 F.3d 1368, 1375 (Fed. Cir. 2019) (“The Board is required to construe ‘only those terms . . . that are in controversy,

² Petitioner argues in its later briefing that the Examiner construed the term broadly consistent with their position. Pet. 37. However, there is no evidence that the Examiner performed a construction of the term or that the Examiner had any evidence before them as to the defined meaning. *See generally* Ex. 1004, 101–102. Further, Patent Owner correctly notes that we are not under the same claim construction standard in an IPR as in examination. Prelim. Resp. 23–24.

and only to the extent necessary to resolve the controversy.” (quoting *Vivid Techs., Inc. v. Am. Sci. & Eng’g, Inc.*, 200 F.3d 795, 803 (Fed. Cir. 1999)).

D. 35 U.S.C. § 102 – Bebak

Petitioner argues that Bebak anticipates claims 1, 5, 6, 13, 17, and 18. Pet. 24–44. Among other things, Patent Owner argues that Bebak does not teach a release tool with a source of fluid pressure as required by independent claims 1 and 13. Prelim. Resp. 25–30.

For the reasons expressed below, we determine that Petitioner has not established a reasonable likelihood of succeeding in showing that at least one claim is anticipated by Bebak.

1. Bebak

Bebak is titled “Surface-Actuated Release Tool for Submersible Pump Assemblies.” Ex. 1007, code (54). Bebak teaches using hydraulic pressure to move a piston out of a locked position. *Id.* at 2:58–64. Movement of the piston allows axial outward movement of a collet surrounding, and previously gripping, a top part of the submersible pump assembly. *Id.* at 2:62–67. In this way, the connection is released and the submersible pump assembly can be separated from the cable internal coiled tubing system. *Id.* at 3:7–10.

2. Claims 1 and 13

Claims 1 and 13 both require

1. A releasable connection for a downhole tool string, comprising

...

a second part comprising:

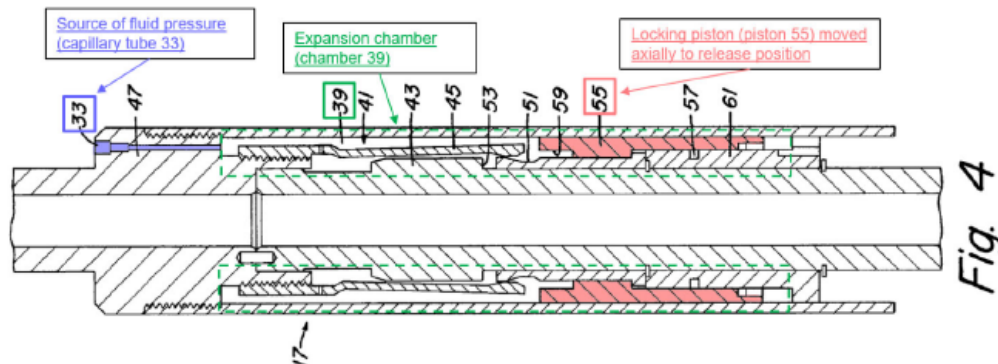
...

a source of fluid pressure in communication with the expansion chamber, wherein, upon activation, the source of fluid

pressure is configured to apply fluid pressure to move the locking piston from the locking position toward the release position.

Ex. 1001, 5:15–40, 6:41–63.

Petitioner first argues that Bebak teaches a capillary tube 33 that reads on the claimed “source of fluid pressure.” Pet. 35. Petitioner provides an annotated version of Bebak Figure 4 reproduced below. *Id.*



Bebak Figure 4 shows a sectional view of a release tool (Ex. 1007, 2:14–15), which Petitioner has annotated to label the components it argues read on the claimed “source of fluid pressure (capillary tube 33),” “expansion chamber (chamber 39),” and “locking piston (piston 55) moved axially to release position.”

As discussed previously, we have construed “source of fluid pressure” to mean the place from which the fluid pressure originates. Thus, we agree with Patent Owner that Bebak’s capillary tube 33 is not a “source of fluid pressure.” Prelim. Resp. 25–27. Rather, the capillary tube provides the “in communication with” between the source of fluid pressure and the expansion chamber.

Second and alternatively, Petitioner argues that a “hydraulic pump with capillary tube 33” reads on the claimed “source of fluid pressure.” Pet. 35. In support of this argument, Petitioner and Petitioner’s declarant both assert that a person of skill in the art “can consider the hydraulic pump and

capillary tube to ‘comprise’ the claimed ‘second part.’” *Id.* at 36; Ex. 1002 ¶ 121. Petitioner’s declarant expands on this slightly, stating that “the surface hydraulic pump, with capillary tube 33, is a ‘source of fluid pressure’ because it ‘communicate(s) fluid pressure’ and is an ‘origin of fluid pressure’ in the second part, and a POSA can consider the hydraulic pump and capillary tube to ‘comprise’ the claimed ‘second part.’” Ex. 1002 ¶ 121.

However, neither Petitioner nor Petitioner’s declarant explain how a hydraulic pump at the surface could be considered to be “in” or “part of” the second part of the releasable connection.

Looking to see if there is any support in the structure of the Petition, concerning the releasable connection, the Petition states that “Bebak discloses a releasable connection that occurs between what Bebak refers to as release adapter 17 and the upper end of pump 21.” Pet. 24. Thus, the Petition does not take the position that the hydraulic pump is part of the releasable connection.

Later when discussing the “second part” of the releasable connection, Petitioner refers to Bebak’s release adapter 17 and “certain componentry shown in Figures 3-4, as well as the electrical wiring.” *Id.* at 26. Then, Petitioner asserts that if “Bebak’s hydraulic pump at the surface providing hydraulic pressure down to the capillary 33 constitutes the claimed ‘source of fluid pressure,’ a POSA would also consider the hydraulic pump to ‘comprise’ the claimed ‘second part.’” Pet. 27; *see also* Ex. 1002 ¶ 96 (making the same assertion without further explanation).

It is not clear why one of skill in the art would consider Bebak’s hydraulic pump, which is not part of Bebak’s release adapter 17 or upper end of pump 21 (i.e. the asserted releasable connection), to be the second

part of the releasable connection. We note that the Petition does not assert that Bebak's hydraulic pump teaches any of the other aspects of the claimed second part, such as the outer housing, releasable engagement profile, locking piston, or expansion chamber. *See* Pet. 27–34. Thus, the Petition does not make the case that Bebak's hydraulic pump alone is the claimed second part, and it does not explain why the hydraulic pump would have been considered part of the second part of a releasable connection.

As noted by Patent Owner, Petitioner's declarant merely asserts that Bebak's hydraulic pump would have been considered part of the second part of a releasable connection, and thus it is entitled to little weight. Prelim. Resp. 28; *see also Xerox Corp. v. Bytemark, Inc.*, IPR2022-00624, Paper No. 9 at 15 (Aug 24, 2022) (precedential) (“Dr. Jones does not cite to any additional supporting evidence or provide any technical reasoning to support his statement. Thus, the cited declaration testimony is conclusory and unsupported, adds little to the conclusory assertion for which it is offered to support, and is entitled to little weight.”) (citing 37 C.F.R. § 42.65(a)).

For all of the above reasons, we determine that the Petition does not provide a reasonable basis to determine that Bebak teaches “a second part [of the releasable connection] comprising: . . . a source of fluid pressure,” as required by independent claims 1 and 13.

3. *Claims 5, 6, 17, 18*

Claims 5, 6, 17, and 18 all depend from one of claims 1 and 13. Thus, the Petition does not demonstrate a reasonable likelihood that these dependent claims are unpatentable for the same reasons discussed above.

E. 35 U.S.C. § 103 – Bebak, with or without HTB

Petitioner argues that Bebak renders obvious claims 4 and 19. Pet. 45–49. Petitioner argues that the combination of Bebak and HTB renders

obvious claim 15. Pet. 66–72. As neither of these grounds address the issues identified above, the Petition does not demonstrate a reasonable likelihood that these dependent claims are unpatentable for the same reasons discussed above.

F. 35 U.S.C. § 103 – Bebak, Forehand

Petitioner argues that the combination of Bebak and Forehand renders obvious claims 1, 4–13, 16, 18, and 19. Pet. 49–66. Patent Owner argues that one of skill in the art would not combine Bebak and Forehand as laid out in the Petition. Prelim. Resp. 30–56.

For the reasons expressed below, we determine that Petitioner has not established a reasonable likelihood of succeeding in showing that at least one claim is unpatentable over Bebak and Forehand.

1. Forehand

Forehand is titled “Perforating Gun Automatic Release Mechanism” and discusses a perforating gun linked to a drilling string by a coupling member. Ex. 1008, code [54], Abstr. Forehand describes using detonation of an explosive charge, which sets off the perforating gun, to also disconnect the perforating gun from the drilling string. *Id.* at Abstr. This can be done using gas from the explosive charge to slide a locking sleeve and piston out of engagement with a collet securing the perforating gun to the drilling string. *Id.*

2. Claim 7

Independent claim 7 is similar to claims 1 and 13, except that instead of requiring “a source of fluid pressure,” claim 7 requires:

a combustible disposed within the expansion chamber, wherein, upon combustion, the combustible applies gas pressure to the locking piston to move the locking piston from the locking position toward the release position.

Ex. 1001, 6:11–15.

Petitioner relies on Bebak for teaching all of the limitations of claim 7, except for the above “combustible disposed within the expansion chamber” limitation, where Petitioner relies on Forehand. Pet. 56–58.

Petitioner argues that

Forehand describes an automatic gun release mechanism that uses a piston and collet locking mechanism actuated by pressure from the firing of the gun (detonation of combustibles). *See* EX1008, Abstract; EX1002, ¶ 177. Because a POSA would readily know that a combustible generates internal pressure in a perforation gun, the release mechanism of Forehand actuated by combustible pressure would have suggested to a POSA that the piston and collet locking mechanism used by Bebak could likewise use pressure from a combustible placed in the expansion chamber instead of hydraulic pressure carried to the expansion chamber by a capillary tube. EX1002, ¶ 177.

Pet. 58.

Petitioner argues that using a “combustible would have had a reasonable expectation of success because this was a highly predictable art.” *Id.* at 59; *see also id.* at 60–61. Petitioner argues that use of a combustible instead of hydraulics is simply a design choice and that one of skill could replace Bebak’s hydraulic actuation system with an electrical system to detonate the combustible. *Id.* at 59–60. Finally, Petitioner argues that “A POSA would also have been motivated to implement a ‘combustible disposed within the expansion chamber’ because it would place the combustible directly in the path of the component that needed to be moved by the pressure from the combustible.” *Id.* at 60.

Patent Owner disagrees with Petitioner on all points. Prelim. Resp. 30–56.

First, Patent Owner provides evidence that the use of combustibles, as taught by Forehand is not predictable³. *Id.* at 33–35. Patent Owner provides photo evidence, which is discussed by their expert, that “[t]hese explosive charges cause significant damage to the surrounding structure of the perf gun.” *Id.* (citing Ex. 2001 ¶¶ 102–106). Patent Owner’s declarant states that one of skill in the art would understand Forehand’s shaped charges and the resulting explosive shockwave “to refer to the high-velocity jet of molten metal that penetrates the perf gun housing, the wellbore casing (e.g., steel, cement) and the formation as a result of the explosion.” Ex. 2001 ¶ 101 (citing Ex. 1008, 5:50–51; Ex. 2022).

In contrast, Petitioner and its declarant merely assert that the use of combustibles is predictable. Pet. 59 (“The combination of prior art references to include a combustible would have had a reasonable expectation of success because this was a highly predictable art, implementing the feature would be simple, and there would be no reason for a POSA to doubt success”); Ex. 1002 ¶ 177. These assertions are entitled to little weight. *See Xerox Corp. v. Bytemark, Inc.*, IPR2022-00624, Paper No. 9 at 15 (Aug 24, 2022) (precedential); 37 C.F.R. § 42.65(a).

This same evidence also calls into question the likelihood of success in placing a combustible in the expansion chamber. Neither Bebak nor Forehand teaches placing a combustible in the expansion chamber. Rather both references teach that the source of pressure is removed from the expansion chamber which pressure is communicated through ducts 15 (Forehand) or capillary tube 33 (Bebak) to the expansion chamber. The

³ If there is one thing the popular television show Mythbusters taught us—it is, when explosives are involved, the results are not always predictable. *See e.g.*, the “Mythbusters cannonball incident.”

Petition does not discuss the possibility of damage to the releasable connection based on Forehand's teachings, or why they assert "there would be no reason for a POSA to doubt success" (Pet. 59) in view of Forehand's destructive potential. *See also* Prelim. Resp. 38–39 (discussing potential damage); *id.* at 40 (discussing potential malfunction).

Patent Owner also provides a number of reasons why one of skill in the art would not be motivated to combine a combustible, as taught by Forehand, with Bebak's system. For example, Patent Owner provides evidence that "there are stringent guidelines for the transportation and handling of explosives" which Bebak's pump system would not be subject to. *Id.* at 39 (citing Ex. 2001 ¶ 121). Explosives pose a greater health and safety risk. *Id.* (citing Ex. 2001 ¶ 120; Ex. 2012, 3; Ex. 2017, 6).

We note that there are always tradeoffs to different designs. *See Medichem, S.A. v. Rolabo, S.L.*, 437 F.3d 1157, 1165 (Fed. Cir. 2006) ("a given course of action often has simultaneous advantages and disadvantages, and this does not necessarily obviate motivation to combine"). At the same time, Petitioner bears the burden to establish a reasonable likelihood of succeeding in its challenges. We determine that Petitioner's mere assertions that the use of explosives or combustibles in Bebak's system is predictable and would be successful is insufficient to meet their burden. We further determine that Petitioner's assertion that the use of explosives or combustibles in Bebak's system instead of hydraulics is a simple, interchangeable design choice, is also not supported on the record.

For all of the above reasons, we determine that the Petition does not provide a reasonable basis to determine that the combination of Bebak and Forehand teaches all of the limitations of claim 7.

3. *Claims 1, 4–6, 8–13, 16, 18, 19*

Petitioner relies on the above arguments around Forehand’s explosives in Bebak’s system to teach “a source of fluid pressure” in independent claims 1 and 13. Pet. 37. Claims 4–6, 8–12, 16, 18, 19 all depend from one of claims 1, 7, and 13. Thus, the Petition does not demonstrate a reasonable likelihood that these claims are unpatentable for the same reasons discussed above.

III. CONCLUSION

For the foregoing reasons, we do not institute trial.

IV. ORDER

In consideration of the foregoing, it is hereby:

ORDERED that, pursuant to 35 U.S.C. § 314(a), no *inter partes* review as to any claim of U.S. Patent 10,794,122 B2 is instituted.

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