UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, DC

Before the Honorable MaryJoan McNamara
Administrative Law Judge

In the Matter of **CERTAIN DERMATOLOGICAL TREATMENT DEVICES AND COMPONENTS THEREOF**	**Inv. No. 337-TA-1356**

POST-*MARKMAN* HEARING JOINT CLAIM CONSTRUCTION CHART

Pursuant to Order Nos. 2 and 10, and Ground Rule 1.14, Complainant Serendia, LLC ("Serendia"); the Commission Investigative Staff ("Staff"); Respondents Sung Hwan E&B Co., LTD. d/b/a SHEnB Co. LTD ("SHEnB"); Aesthetics Biomedical, Inc. ("AB"); Cartessa Aesthetics, LLC ("Cartessa"); Lutronic Corporation; Lutronic Aesthetics, Inc., also known as Lutronic, Inc.; Lutronic, LLC (collectively "Lutronic"); Ilooda, Co., Ltd. ("Ilooda"); Cutera, Inc. ("Cutera"); Jeisys Medical Inc. ("Jeisys"); Cynosure, LLC ("Cynosure"); Rohrer Aesthetics, LLC; Rohrer Aesthetics, Inc. (collectively "Rohrer"); EndyMed Medical, Ltd.; and EndyMed Medical, Inc. (collectively "EndyMed") (collectively "Respondents") (all collectively "the Parties") hereby submit the following Post-*Markman* Hearing Joint Claim Construction Chart.

I. Agreed Terms

A. The '536, '774, and '812 Patents:

No.	Term	Claim(s)	Proposed by	Agreed Construction
1	536 / 774 / 812 preambles.	536 patent, claims 1, 11; 774 patent, claim 11;[1] 812 patent, claims 1, 12	Complainant Staff Respondents	Preambles are limiting
2	"extendable needles" vs. "extended needles" / "needles one of extending or extendable"	536 Patent, claim 1, 9, 11; 774 Patent, claim 11	Staff	Plain and ordinary meanings: extendable needles: needles that can be extended [from the deployable needle assembly end surface] extended needles: needles that are extended [from the deployable needle assembly end surface] needles one of extending or extendable: needles that are either extended or can be extended [from the device surface] (needles "extending" a desired distance from the surface covers non-extendable needles having a fixed length; "extendable" needles covers needles which are not fixed)
3	"a plurality of needles one of extending or extendable . . . the plurality of extended needles"	774 Patent, claim 11	Staff	Plain and ordinary meaning: two or more extendable needles or extending needles . . . the two or more extended needles
4	"a user holdable device releasably couplable	812 patent, claim 1	Respondents	Plain and ordinary meaning: the end surface of the deployable needle module past which needles can be extended, the module is releasably couplable to a user holdable device proximal end

[1] On June 19, 2023, pursuant to the Amended Procedural Schedule, Serendia reduced the asserted claims to 45 in total. While Serendia is no longer asserting claim 11 of the '774 Patent, Serendia includes this claim in the respective charts because Serendia is still asserting claims that are dependent from claim 11, and thus the terms in the independent claim remains relevant.

EndyMed Ex. 1037 Page 2 of 15

No.	Term	Claim(s)	Proposed by	Agreed Construction
	deployable needle module end surface"			
5	"a particular signal"	536 patent, claim 11; 812 patent, claim 13	Staff	Plain and ordinary meaning: an electrical motor control signal
6	"predetermined intensity"	536 Patent, claim 9; 812 Patent, claim 6	Staff	Plain and ordinary meaning: the electrical signal intensity selected for treatment

B. The '836, '379, and '444 Patents:

No.	Term	Claim(s)	Proposed by	Agreed Construction
7	836 / 379 / 444 Preambles	836 patent, claims 1, 14; 379 patent, claims 1; 444 patent, claims 1	Complainant	Preambles are limiting.
8	"configured to"	836 patent, claims 1, 2, 14; 379 patent, claims 1, 2; 444 patent, claims 1, 2	Staff	Plain and ordinary meaning: adapted to
9	"radio frequency (RF) generation module"	836 patent, claims 1, 2; 379 patent, claims 1, 2; 444 patent, claims 1, 2	Staff	Plain and ordinary meaning: a device that generates electrical signal(s) having a radio frequency
10	"nearest electrodes"	444 patent, claim 1	Respondents	Plain and ordinary meaning: the closest neighboring electrodes
11	"electrodes configured to cause coagulation around each electrode rather than coagulating between the electrodes"	836 patent, claims 1, 14	Staff	Plain and ordinary meaning: two or more electrodes adapted to cause coagulation around each electrode without such coagulation fully extending from one electrode to another electrode

EndyMed Ex. 1037 Page 3 of 15

No.	Term	Claim(s)	Proposed by	Agreed Construction
12	"apply energy to body segments around each electrode rather than to body segments between the electrodes"	379 patent, claim 1	Staff Respondents	Plain and ordinary meaning: energy application occurs around each electrode without such energy application fully extending from one electrode to another electrode (*i.e.*, the energy application must be configured such that energy application between electrodes does not extend continuously between the electrodes)
13	"electrodes being bipolar"; "electrodes are bipolar"	836 patent, claims 1, 14; 379 patent, claim 1; 444 patent, claim 4	Respondents	Plain and ordinary meaning, electrodes change or alternate between being positive or negative as the current alternates between them (as opposed to a monopolar configuration where current flows from one or more electrodes that deliver current to one or more ground electrodes)
14	"an RF signal"	444 Patent, claim 2	Staff	"an RF signal" in claim 2 of the 444 Patent refers to the same "RF signal with oscillating current" in claim 1 of the 444 Patent

II. Disputed Terms

A. The '536, '774, and '812 Patents:

No.	Term	Claim(s)	Proposed by	Serendia's Construction	Respondents' Construction	Staff's Construction
1	"a [user holdable device releasably couplable] deployable needle assembly end surface" / "the releasably couplable deployable needle assembly end surface"	536 patent, claims 1, 11; 812 patent, claims 1, 12	Respondents	the deployable needle assembly end surface is the plane defined by the tips of the needles of the deployable needle assembly when the needles are not extended, the needle assembly can be movable within a needle module that is releasably couplable to the proximal end of a user holdable device *(same as Staff's construction)*	the end surface of a [user holdable device] deployable needle assembly from which the plurality of needles protrude, wherein the deployable needle assembly is releasably couplable to a [user holdable device] proximal end	The deployable needle assembly end surface is the plane defined by the tips of the needles of the deployable needle assembly when the needles are not extended, the needle assembly can be movable within a needle module that is releasably couplable to the proximal end of a user holdable device

EndyMed Ex. 1037 Page 4 of 15

No.	Term	Claim(s)	Proposed by	Serendia's Construction	Respondents' Construction	Staff's Construction
2	"separatably"	536 patent, claims 1, 11; 812 patent, claims 1, 12	Complainant Staff	separable *(same as Staff's construction)*	Indefinite.	should be interpreted as "separable"
3	"draft shaft"	536 patent, claim 13	Complainant Staff	drive shaft *(same as Staff's construction)*	Indefinite.	should be interpreted as "drive shaft"
4	"the deployable needle assembly mechanically separatably from the proximal end"	536 patent, claims 1, 11	Respondents	the deployable needle assembly is mechanically separable from the proximal end of the user holdable device (the deployable needle assembly can be within a needle module that mechanically separates from the proximal end of the user holdable device) *(same as Staff's construction)*	Indefinite due to "separatably." To the extent the term is not held to be indefinite, the term should be construed as follows: the needle assembly has mechanical elements for coupling the needle assembly to and decoupling the needle assembly from the proximal end.	the deployable needle assembly is mechanically separable from the proximal end of the user holdable device (the deployable needle assembly can be within a needle module that mechanically separates from the proximal end of the user holdable device)
5	"energiz[e/ing] the plurality of extended needles"	536 Patent, claims 1, 9	Staff	This step [d], "energizing the plurality of extended needles," must be performed last. The claimed step [b], "communicating electrical signals from the proximal end to the plurality of the extendable needles," cannot occur after step [d] but otherwise may occur at any point in the claimed process.	This step in the method must be performed last, and step [b] must be performed before steps [c]-[d]. *(same as Staff's construction)*	This step in the method must be performed last, and step [b] must be performed before steps [c]-[d].

EndyMed Ex. 1037 Page 5 of 15

No.	Term	Claim(s)	Proposed by	Serendia's Construction	Respondents' Construction	Staff's Construction
6	"pulsed radio frequency signals"	774 patent, claim 11	Staff Respondents	Plain meaning and ordinary meaning: radio frequency signals that are normally off and suddenly on for a period of time (*i.e.*, a rapid, transient change from a baseline to a different amplitude, followed by rapid return to baseline) *(same as Staff's construction)*	"a radio frequency signal that is normally off with an amplitude of zero and is suddenly on with a constant amplitude for a brief portion of time"	Plain meaning and ordinary meaning: radio frequency signals that are normally off and suddenly on for a period of time (*i.e.*, a rapid, transient change from a baseline to a different amplitude, followed by rapid return to baseline)
11	"mechanism for causing the plurality of the extendable needles to extend a desired distance from the end surface"	774 patent, claim 13	Rohrer Respondents	This term is subject to 35 U.S.C. § 112(6) **Recited Function**: causing the plurality of the extendable needles to extend a desired distance from the end surface. **Corresponding Structures**:[3] A motor and LED module 922, depicted in Figs. 9A, 9C-D, 10A-E; and described at col. 13 lines 15-20, 22-26; col. 14 lines 14-20, 29-34; or A needle deployment motor controller (NDMC) module	This term is subject to 35 U.S.C. § 112(6) **Recited Function**: causing the plurality of the extendable needles to extend a desired distance from the end surface. **Corresponding Structure:** A motor as described at col. 14, lines 3-11; col. 10, lines 36-39; col. 14, lines 24-26. Or, in the alternative One or more motors, one or more drive shafts, and a motor	This term is subject to 35 U.S.C. § 112(6) **Recited Function**: causing the plurality of the extendable needles to extend a desired distance from the end surface. **Corresponding Structures**:[2] A motor and LED module 922, depicted in Figs. 9A, 9C-D, 10A-E; and described at col. 13 lines 15-20, 22-26; col. 14 lines 14-20, 29-34; or A needle deployment motor controller (NDMC) module

[2] Citations are to the '774 Patent (JXM-0003).

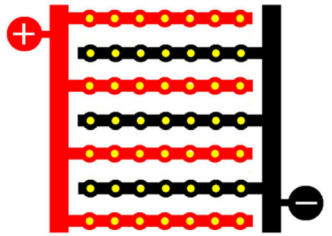
EndyMed Ex. 1037 Page 6 of 15

No.	Term	Claim(s)	Proposed by	Serendia's Construction	Respondents' Construction	Staff's Construction
				911B, depicted in Fig. 9B; and described at col. 10 lines 31-36, 51-55; or One or more motors 922A, depicted in Figs. 9C-D; and described at col. 10 lines 36-39, 55-59; col. 11 lines 57-60; col. 14 lines 3-11, 24-26; or One or more drive shafts 922C, depicted in Figs. 9C-D and 10A-E; and described at col. 11 lines 23-27, 53-57. And equivalents thereof. *(same as Staff's construction)*	controller (NDMC) module operating in concert as described at col. 10, lines 31-39, 51-59; col. 11, lines 23-27, 53-60; col. 13, lines 15-26; col. 14, lines 3-11, 14-34. And equivalents thereof under 35 U.S.C. § 112(6).	911B, depicted in Fig. 9B; and described at col. 10 lines 31-36, 51-55; or One or more motors 922A, depicted in Figs. 9C-D; and described at col. 10 lines 36-39, 55-59; col. 11 lines 57-60; col. 14 lines 3-11, 24-26; or One or more drive shafts 922C, depicted in Figs. 9C-D and 10A-E; and described at col. 11 lines 23-27, 53-57. And equivalents thereof.

B. The '836, '379, and '444 Patents:

No.	Term	Claim(s)	Proposed by	Serendia's Construction	Respondents' Construction	Staff's Construction
7	"plurality of electrodes"	836 patent, claims 1, 2, 5, 9, 11, 12, 13, 14, 17, and 22; 379 patent, 1, 2, 5, 7, 8, and 9; 444 patent, 1, 2, 4, 5, 6, 7, 8, and 9	Respondents	Plain and ordinary meaning, which is two or more electrodes (which can be needles or pins).	Plurality of non-insulated electrodes.	two or more electrodes/needles/pins

EndyMed Ex. 1037 Page 7 of 15

No.	Term	Claim(s)	Proposed by	Serendia's Construction	Respondents' Construction	Staff's Construction
8	"a plurality of electrodes, the electrodes being bipolar"/ "a plurality of electrodes . . . the electrodes are bipolar"	836 patent, claims 1, 14; 379 Patent, claims 1; 444 Patent, claim 4	Respondents	See Serendia's proposed construction for "plurality of electrodes" and agreed-upon construction for bipolar electrodes terms	*See* Respondents' construction for "plurality of electrodes" and agreed-upon construction for bipolar electrodes terms and excludes devices having rows of electrodes that are all positive or all negative polarity	*See* Staff's proposed construction for "plurality of electrodes" term and agreed-upon construction for the bipolar electrodes terms; disclaimer as to Intracel configuration (alternating rows of commonly-polarized electrodes): 
9	"[a/an] Alternating Current (AC) [RF/Radio Frequency (RF)] signal" "an RF signal with oscillating current";	836 patent, claims 1, 2, 14; 379 patent, claims 1, 2; 444 patent, claim 1	Staff Respondents	Plain and ordinary meaning: an electrical signal with oscillating current (current alternating polarities), and having a radio frequency (measured in MHz) *(same as Staff's construction)*	A signal combining an AC frequency rate and an RF frequency rate.	Plain and ordinary meaning: an electrical signal with oscillating current (current alternating polarities), and having a radio frequency (measured in MHz)
10	"…[causes/to cause] energy to be substantially applied to body segments	444 patent, claims 1	Staff Respondents	Plain and ordinary meaning, [causes/to cause] energy to be substantially applied to body segments around each electrode	"substantially applied" renders the claims indefinite.	Indefinite (re "energy to be **substantially** applied")

EndyMed Ex. 1037 Page 8 of 15

No.	Term	Claim(s)	Proposed by	Serendia's Construction	Respondents' Construction	Staff's Construction
	around each electrode"			(as opposed to, e.g., between the electrodes).		

EndyMed Ex. 1037 Page 9 of 15

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CERTIFICATE OF SERVICE

It is hereby certified that copies of the foregoing **POST-*MARKMAN* HEARING JOINT CLAIM CONSTRUCTION CHART** were served on July 21, 2023 as follows:

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