IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

INGENIOSPEC, LLC, Plaintiff, v. APPLE INC., Defendant.	Case No. 1:25-cv-00867-ADA **(LEAD CASE)**
INGENIOSPEC, LLC, Plaintiff, v. APPLE INC., Defendant.	Case No. 1:25-cv-00877-ADA **(MEMBER CASE)**

DEFENDANT'S REPLY CLAIM CONSTRUCTION BRIEF

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Number	Title
Ex. 1	U.S. Patent No. 8,112,104
Ex. 2	U.S. Patent No. 11,921,355
Ex. 3	U.S. Patent No. 11,644,693
Ex. 4	U.S. Patent No. 12,001,599
Ex. 5	U.S. Patent No. 8,582,789
Ex. 6	U.S. Patent No. 12,044,901
Ex. 7[1]	Excerpts of Infringement Contentions Claim Chart for the '901 Patent in *IngenioSpec, LLC v. Apple Inc.*, No. 1:25-cv-00877 (W.D. Tex.)
Ex. 8	Excerpts of Infringement Contentions Claim Chart for the '355 Patent in *IngenioSpec, LLC v. Apple Inc.*, No. 1:25-cv-00867 (W.D. Tex.)
Ex. 9	Excerpts of Infringement Contentions Claim Chart for the '693 Patent in *IngenioSpec, LLC v. Apple Inc.*, No. 1:25-cv-00867 (W.D. Tex.)
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Ex. 11	Excerpts of *Merriam-Webster's Collegiate Dictionary* (11th ed. 2004)
Ex. 12	Excerpts of *The American Heritage College Dictionary* (4th ed. 2002)
Ex. 13	Excerpts of *The Authoritative Dictionary of IEEE Standards Terms* (7th ed. 2000)
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Ex. 15	Excerpts of Prosecution History of U.S. Patent App. No. 16/424,018
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Ex. 29	U.S. Patent No. 10,330,956
Ex. 30	U.S. Patent No. 9,033,493
Ex. 31	U.S. Patent No. 8,109,629
Ex. 32	U.S. Patent No. 7,581,833
Ex. 33	U.S. Patent No. 8,465,151
Ex. 34*[2]	U.S. Patent No. 7,760,898

[1] Citations to Exhibits 7-9 and 11-20 use the native page numbers in each document.
[2] * Denotes exhibits submitted with Apple's Reply Claim Construction Brief.

I. "Provide[d] That . . . the Wireless Headset Is Active" Terms ('104 Patent)

IngenioSpec agrees that "provided that … the wireless headset is active" states a condition for text-to-audio conversion to occur, but it seeks to render that condition toothless by arguing that the neighboring term "automatically" prohibits only user intervention—but not other intervening steps—before the conversion. Dkt. 51, 2. That reading ignores the full claim language. By reciting "convert[ing]" the text message to audio "***provide[d] that*** . . . the wireless headset is active," the claims make the active determination the operative condition that causes conversion. Claims 2 and 6 bolster this reading by requiring the conversion to be "automatic[]." IngenioSpec's interpretation severs that causal link and is silent as to what prompts the conversion. Apple's construction gives effect to the claims as written: conversion occurs upon the system determining the wireless headset is active. The specification supports this understanding, as discussed below.

IngenioSpec accuses Apple of importing a particular sequence from disclosed embodiments. *Id.*, 3-4. Not so. Apple's construction is grounded in the claim language, which makes conversion a consequence of the determination. The specification provides context for this conditional relationship. Figures 5 and 6 read together confirm that once the system determines the headset is active, it then performs the conversion. Dkt. 50, 4-5; *see, e.g.*, *Trs. of Columbia Univ. v. Symantec Corp.*, 811 F.3d 1359, 1364 (Fed. Cir. 2016) ("[T]he patentee's choice of preferred embodiments can shed light on the intended scope of the claims."). IngenioSpec does not point to anything in the specification that suggests a broader understanding and instead points to the lack of support for determining that the wireless headset is active as a basis for its construction.[3]

IngenioSpec provides no construction of "active." Instead, it criticizes Apple for purportedly reading in a "communication link." Dkt. 51, 4. But this arises from the claim language.

[3] Apple maintains that claims 2, 6, and 10 are invalid for lack of written description. Dkt. 50, 4 n.3.

The claims are directed to a wireless communication system in which a wireless headset communicates with a wireless communication device. In such a system, the only logical understanding of "active" in the context of the claim language is that the headset is in communication with the wireless communication device. Specifically, Apple's construction gives effect to the wireless communication device "determining whether the headset is active," which inherently requires communication in these claims. Thus, IngenioSpec's suggestion that "active" refers only to some unspecified "device[ ]status" independent of an actual communication link (Dkt. 51, 4) is ambiguous and unsupported by the intrinsic record. Apple's construction resolves the claims' ambiguity by tying the condition of determining the wireless headset is active to the act of converting text to audio in the only reading the patent supports: upon establishing a communication link between the wireless headset and the wireless communication system.

II. Preamble, Including "Input Signals" ('789 Patent)

The Preamble Is Limiting: IngenioSpec is wrong that it provides only "context." It supplies antecedent basis, defines essential structure, and is required to understand the claim. That makes it limiting. The claim relies on ***four*** preamble terms to define the "hearing enhancement apparatus," the "audio system" to which it is coupled, the "user," and the "up-converted signals" the system generates and the apparatus processes. This is a strong—and often dispositive—indicator that the preamble is limiting. *See In re Fought*, 941 F.3d 1175, 1178 (Fed. Cir. 2019).

The preamble also defines the signal-generation architecture required by claim 13. Although the claim recites "a wireless receiver configured to wirelessly receive the up-converted signals," the body does not explain where those signals come from or why they are transmitted wirelessly. The preamble provides that missing structure—defining the apparatus and the system as being "wirelessly coupled"—and explains how it works—the system "up-convert[s] input signals into up-converted signals to be wirelessly transmitted." This is not an intended use; it is

the structural and functional framework the claim requires. *See Catalina Mktg. Int'l, Inc. v. Coolsavings.com, Inc.*, 289 F.3d 801, 808 (Fed. Cir. 2002) (preamble is limiting if it recites essential claim structure or steps or is essential to understand the claim).

IngenioSpec's claim-differentiation argument fails. Claim 13's apparatus is defined by its interaction with the system. The specification identifies this "system" as the "present invention." Dkt. 50, 7. Claiming a subsystem operating within that system architecture does not render the system nonlimiting; it makes it essential. Claim 13 differs from claim 1 because it recites an apparatus, but that apparatus remains limited by its coupling to and interaction with the system.

"Input Signals": IngenioSpec concedes "'input' has meaning" (Dkt. 51, 7), but refuses to specify that meaning. "Input" must mean something. In claim 13, it means the signals input into the audio system that upconverts them. That relationship comes from the claims—the system is "configured to up-convert input signals." The specification confirms this: every example discussing up-converting signals shows the signals being input to the system performing the conversion. Dkt. 50, 7-8 (citing '789 patent, 4:53-67, 12:7-16). IngenioSpec's additional citations do not undercut this point; they confirm it. Its first citation ('789 patent, Fig. 10, 12:17-29) continues the passage Apple cited (*id.*, 12:7-16), which as Apple explained shows the input signals being input to the system. Dkt. 50, 7-8. Its second citation also supports Apple's construction because the "audio signals" are input to the "hearing enhancement system," which "use[s] the audio signals to modulate ultrasound signals." '789 patent, 5:65-6:1. Thus, the specification and claim confirm that the input signals the audio system upconverts are those input to that system.

III. "Head-Worn" Terms ('355, '693, '901 Patents)[4]

Applicant Disclaimed Claim Scope: IngenioSpec contends the specifications do not limit

[4] IngenioSpec does not dispute that the '355 patent's preambles are limiting. *See* Dkt. 50, 14-15; Dkt. 51, 8-15.

the claims because they (1) "never state that head-worn devices are limited to eyewear or headwear," and (2) use exemplary language at times. Dkt. 51, 9-10, 13-14. These arguments fail.

First, IngenioSpec's premise—that disclaimer exists only if the specifications expressly state that "head-worn devices are limited to eyewear or headwear"—is wrong. Such "explicit redefinition or disavowal" is not required for disclaimer, so long as it is clear. *Trs. of Columbia*, 811 F.3d at 1363-64 ("a patent applicant need not expressly state 'my invention does not include X' to indicate his exclusion of X from the scope of his patent"); *see Phillips v. AWH Corp.*, 415 F.3d 1303, 1321 (Fed. Cir. 2005) (en banc). And the specification's identification of the "invention" is highly probative of disclaimer. *See* Dkt. 50, 9 (citing *SciMed Life Sys., Inc. v. Advanced Cardiovascular Sys., Inc.*, 242 F.3d 1337, 1342-44 (Fed. Cir. 2001)). That is the case here. The specifications consistently limit the invention to eyewear or headwear by characterizing the "invention" as eyewear, describing the inventor's problem as eyewear-related, distinguishing over prior art ear-worn devices, and disclosing only "head-worn" devices worn over a user's eyes and/or on top of a user's head. Dkt. 50, 9-13. Those repeated characterizations disclaim the broader in-ear scope IngenioSpec now seeks to capture. *Id.*

Second, IngenioSpec's reliance on nonexhaustive words like "e.g." and "such as" is misplaced because a single phrase cannot strip the specifications of their definitional force and retroactively expand what the inventors presented as their invention. Dkt. 50, 9-12. The Federal Circuit has confirmed that "the use of a term denoting a non-exhaustive list does not eviscerate our obligation to construe terms in the context of the entire patent." *Sequoia Tech., LLC v. Dell, Inc.*, 66 F.4th 1317, 1324 (Fed. Cir. 2023). In any event, here, Apple's construction captures either eyewear or headwear, exactly as the specifications describe, and there is no tension with IngenioSpec's view that nonexhaustive language broadens the scope of "head-worn" beyond the

"illustrative" eyewear example that follows it. Dkt. 51, 9-10.

IngenioSpec's "Plain Meaning" Is Untethered to the Patents and Sweeps in Disclaimed Prior Art: Relying on dictionaries and an unrelated patent's use of a different term, IngenioSpec proposes a context-free definition in which "head-worn" means anything worn "on the head, including at or in the ear." *Id.*, 8-9. That approach is legally flawed because claims are not construed "in a vacuum." *Eon Corp. IP Holdings v. Silver Spring Networks*, 815 F.3d 1314, 1320 (Fed. Cir. 2016). Instead, the relevant inquiry is what "head-worn" means to the ordinary artisan in the context of the patents. *Id.*; *Phillips*, 415 F.3d at 1321. IngenioSpec's dictionary definitions for "head" and "wear" (not "head-worn") and an unrelated patent's description of certain "headsets" cannot override what the specifications repeatedly teach is the invention.

IngenioSpec also ignores intrinsic evidence showing that its expansive construction would impermissibly capture subject matter the inventors disparaged—standalone, in-ear devices like off-the-shelf earbuds or hearing aids. Dkt. 50, 9-10, 13. The patents explain that ear-worn hearing aids carry a "stigma" and describe the solution as instead integrating electronics into eyewear or headwear to avoid that stigma—not returning to the very devices the inventors criticized. *Id.* An incorporated-by-reference patent (U.S. Pat. No. 7,760,898) likewise describes the negative association among users between existing ear-worn hearing-aid devices and old age, and it proposes solving this problem by integrating ear-worn components into glasses to make them less conspicuous. Ex. 34, 2:54-64, 3:5-8, 3:15-29. That matters because IngenioSpec's construction would impermissibly "encompass [a] distinguished prior art structure." *SciMed*, 242 F.3d at 1343.

Apple's Construction Captures All Disclosed Embodiments: IngenioSpec is incorrect that Apple's construction excludes all ear-worn audio embodiments (e.g., plugs/ear buds). The construction encompasses those structures as long as they are part of eyewear or headwear,

consistent with the specifications' repeated reference to ear-worn components as parts of a larger structure, not embodiments of the broader invention itself. Dkt. 51, 10-11. All of IngenioSpec's cited embodiments show "ear-inserted components" attached to eyewear, and IngenioSpec does not allege that any other intrinsic evidence supports interpreting the "head-worn" term to encompass ear-worn components untethered to eyewear or headwear. *See id.* (citing '693 patent, FIG. 43, 12:38-40 ("FIG. 43 shows a tube extending from a speaker ***at a temple of the glasses*** …."), 64:13-23 ("FIG. 44 shows … ***a pair of glasses with a retractable tube*** 4118."); '355 patent, 42:1-5 (FIG. 22 shows "***the glasses further include a tube***" located outside of the eyeglasses' temple); '901 patent, 12:41-13:3 (FIGS. 3D and 3E show "eyeglasses having [a] temple arrangement 360" with ear plug 366 and speaker 364 "that can be ***attached to a temple*** (e.g., temple body) ***of a pair of eyeglasses***")).[5] Apple's construction does not exclude ear-worn components attached to eyewear or headwear. It also does not exclude any embodiments because eyewear and headwear are the only disclosed embodiments of "head-worn" devices.

Apple Does Not Raise New Matter/Written-Description Arguments: IngenioSpec is also wrong that Apple injects new-matter or written-description issues into claim construction. Dkt. 51, 11-14. Even IngenioSpec's citations recognize that claim construction requires "a full understanding of what the inventors actually invented." *Biax Corp. v. Intel Corp.*, No. 2:05-CV-184, 2007 WL 677132, at *3 (E.D. Tex. Mar. 1, 2007). Here, the later-introduced "head-worn" terms merely label what the specifications already disclose—eyewear and headwear. This does not support IngenioSpec's attempted expansion of "head-worn" to include standalone in-ear devices.

IngenioSpec's reliance on *Biax* is misplaced because unlike *Biax*, the parties here do not

[5] The specifications confirm a "temple" is a component of eyewear. *E.g.*, '355 patent, 15:24-42.

dispute which version of the specification (a corrected or original version) controls.[6] *See id.* at *4.[7] The only dispute is whether a new descriptive term in a continuation can broaden claim scope without additional support for that broader meaning. It cannot because the patents do not disclose a standalone earbud untethered from eyewear or headwear. *See supra*. Nor do they disclose any non-eyewear or headwear devices with all the claimed features. The correct construction must both "stay[] true to the claim language and most naturally align[] with the patent's description of the invention." *Renishaw PLC v. Marposs Societa' per Azioni*, 158 F.3d 1243, 1250 (Fed. Cir. 1998).

IV. "Proximate to . . ." ('355, '693, '901 Patents)

Apple's construction applies the correct plain meaning of "proximate"—"near." IngenioSpec redefines the purported plain meaning as "positioned at, near, or at least partially within." Dkt. 51, 14. That expanded definition lacks evidentiary support, misreads the claims, and rests on the incorrect premise that in-ear embodiments expand the plain meaning of "proximate."

IngenioSpec Misreads '693 Patent Claims 75 and 76: IngenioSpec omits material claim language to contend that claim 76's "partially inserted" further defines "proximate" as recited in claim 75. *Id.*, 14-15. It does not. Claim 75 recites speakers "***configured to be wearable proximate*** to an ear," while claim 76 adds the separate limitation that the speakers are "configured to be at least partially inserted into an ear." '693 patent, cls. 75-76. Claim 76's "wherein" clause adds a new limitation—it does not further define "proximate." This is clear from the claims themselves because "***configured to be wearable*** proximate" means the speaker can be worn proximate to the ear, not that it must always be placed there. It also matches the specification, which describes adjustable speakers that can be inserted into the ear. For example, the disclosed glasses include an

[6] While IngenioSpec takes issue with Apple's reliance on the underlying provisional applications (Dkt. 51, 12), that reliance is proper because they are incorporated by reference and thus part of the intrinsic record. *See Cook Biotech Inc. v. Acell, Inc.*, 460 F.3d 1365, 1376-77 (Fed. Cir. 2006).
[7] *Biax II* is similarly distinguishable on the facts.

"arm" with an "ear bud" containing a speaker that is "***re-positionable*** . . . so as to ***permit user adjustment***," such that the ear bud "can be ***placed in or near*** the user's ear canal." *Id.*, 23:26-33. IngenioSpec's reliance on "a tube extending from a speaker" misses the mark because the speaker itself is not inserted into the ear—the plug at the end of the tube is. Dkt. 51, 15-16. And even those embodiments disclose an adjustable device—a "tube 4114" that is "rotated," "malleable," "adjustable," or "retractable." '693 patent, 64:1-25.

Different Claims Cover Different Embodiments: IngenioSpec seeks to rewrite the claims reciting "proximate" to cover all embodiments, but the patent uses different claim language to cover different embodiments. Some claims expressly recite in-ear embodiments, such as '693 patent claims 1 and 5, which recite earbuds "configured to be ***placed in an ear***" (claim 1), each "includ[ing] a speaker" (claim 5). The specification reflects this distinction by describing embodiments where the speaker is "inserted into," "[i]n the vicinity of," or "placed in or near" the ear. '901 patent, 24:62-25:3, 26:1-14; '693 patent, 23:26-33, 24:66-25:9; '355 patent, 25:28-38.

In this case, "different claims are directed to and cover different disclosed embodiments." *SIMO Holdings Inc. v. H.K. uCloudlink Network Tech. Ltd.*, 983 F.3d 1367, 1378-80 (Fed. Cir. 2021). Surely, "every claim does not need to cover every embodiment," especially when "the plain language of a limitation of the claim does not appear to cover that embodiment." *Apple Inc. v. Andrea Elecs. Corp.*, 949 F.3d 697, 708 (Fed. Cir. 2020). The claims reciting "proximate" (e.g., '693 patent, cl. 75) correspond to embodiments placing the speaker near the ear, while the claims requiring placement "in an ear" (e.g., *id.*, cl. 1) correspond to the in-ear embodiments. IngenioSpec also never confronts that the specification uses "proximate" consistent with its plain meaning of "near" (a temple tip is "proximate" to an ear). Dkt. 50, 15-17; Dkt. 51, 14-16.

The Remaining Evidence Supports Apple: IngenioSpec purports to apply the plain

meaning but cites no dictionary definition—because all disclosed dictionaries support Apple's construction. Dkt. 50, 16-17. IngenioSpec also does not dispute that courts have consistently found that the plain meaning of "proximate" is "near." *Id.*, 15-16. IngenioSpec misstates Apple's cases, asserting that *Valve* "reject[s] Apple's proposed additional limitation." Dkt. 51, 15. Not so. *Valve* confirms that "[t]he ordinary meaning of 'proximate' in the context of physical positioning is to be '[c]losely neighboring, immediately adjacent, next, nearest.'" *Valve Corp. v. Ironburg Inventions Ltd.*, 8 F.4th 1364, 1380 (Fed. Cir. 2021). None of these terms mean "inside."

V. Preamble, Including "Help [a/the] User Hear . . ." ('599 Patent)

The Preamble Is Limiting: IngenioSpec divides the preamble into two parts: (1) "to at least help [a/the] user hear audio outputs produced by the device"; and (2) "the remainder of the preamble," which IngenioSpec concedes is limiting because it provides "a structural statement describing aspects of the claimed device." Dkt. 51, 16-17. That admission confirms that the entire preamble is limiting because the two parts are intertwined by their structural relationship (worn in at least one ear of the user) as well as how that structure is applied (to help the user hear). *Bio-Rad* expressly distinguished *TomTom* on this basis: "[c]rucially, unlike *TomTom*, the preamble in this case cannot be neatly packaged into two separate portions." *Bio-Rad Laby's, Inc. v. 10X Genomics Inc.*, 967 F.3d 1353, 1371 (Fed. Cir. 2020). That is true here: "help a user hear" in claims 20, 22, and 24 provides antecedent basis for "the user" in the undisputedly limiting portion,[8] and both portions are connected via "to." *In re Xencor Inc.*, 130 F.4th 1350, 1358-59 (Fed. Cir. 2025). These preamble sections "give color and meaning to the other." *Id*. The Court should thus follow the general "disinclination to splice a preamble into limiting and non-limiting parts." *Id*. (cleaned up).

"Help a User Hear Audio Outputs" Is Indefinite: The Examiner confirmed that "help"

[8] In claim 1, the order of the two portions is flipped, but the antecedent basis connection remains.

is an indefinite term of degree when rejecting similar language in a parent application. Dkt. 50, 18-19; Ex. 15, Rejection, 3-4. The examiner's failure to renew that indefiniteness rejection for these claims does not "preclude a finding of indefiniteness." *Imperium (IP) Holdings, Inc. v. Apple Inc.*, 920 F. Supp. 2d 747, 752 (E.D. Tex. 2013); *Brazabra Corp. v. Ce Soir Lingerie Co.*, No. 1:18-CV-683-RP, 2019 WL 13136348, at *7 (W.D. Tex. Aug. 15, 2019). Nor should IngenioSpec be rewarded for reinserting "help" into a later application after it was rejected as indefinite. The examiner's interpretation of "help" in the parent should carry significant weight. Dkt. 50, 18-19.

Like its parent, the '599 patent does not provide an objective boundary for what "help[s] a user hear." As in *Versata Software, Inc. v. Zoho Corp.*, while the '599 patent "provides examples of when something [helps a user hear], it fails to provide information about [what does not]." 213 F. Supp. 3d 829, 836-37 (W.D. Tex. 2016). That is insufficient because "a skilled artisan must know 'not only what falls inside the scope of the claim term, but also what falls outside of it.'" *Id.* at 836 (citation omitted). IngenioSpec misreads *Niazi* as stating that any examples can create an objective standard. Dkt. 51, 19-20. The examples in *Niazi* "provide[d] objective boundaries for determining whether a catheter is 'resilient' or 'pliable'" because they described the inner catheter "***relative to*** the resilient outer catheter." *Niazi Licensing Corp. v. St. Jude Med. S.C., Inc.*, 30 F.4th 1339, 1349-50 (Fed. Cir. 2022). The '599 patent provides no such guidance.

The claim language recites a user-specific perspective: "help ***a user*** hear." IngenioSpec's proposal—"to assist sound delivery to the user's ear" (Dkt. 51, 19)—is not what the claims recite. In the claims, the "user" is the object of "help." But in IngenioSpec's rewrite, "sound delivery" is the object of "assist." Nonetheless, the identified examples of what assists sound delivery cannot save the claim without an objective standard for what falls outside the claim scope, as discussed.

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CERTIFICATE OF SERVICE

I certify that on February 18, 2026, the foregoing document was electronically filed with the Clerk of the Court using the CM/ECF system, which will send a notification of such filing to all counsel of record.

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