

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION

OCEAN SEMICONDUCTOR LLC, <i>Plaintiff,</i> vs. MEDIATEK INC., ET AL., <i>Defendant.</i>	NO. 6:20-cv-01210-ADA
OCEAN SEMICONDUCTOR LLC, <i>Plaintiff,</i> vs. NVIDIA CORPORATION, <i>Defendant.</i>	NO. 6:20-cv-01211-ADA
OCEAN SEMICONDUCTOR LLC, <i>Plaintiff,</i> vs. NXP SEMICONDUCTORS NV, ET AL., <i>Defendant.</i>	NO. 6:20-cv-01212-ADA
OCEAN SEMICONDUCTOR LLC, <i>Plaintiff,</i> vs. RENESAS ELECTRONICS CORPORATION, ET AL., <i>Defendant.</i>	NO. 6:20-cv-01213-ADA
OCEAN SEMICONDUCTOR LLC, <i>Plaintiff,</i> vs. SILICON LABORATORIES INC., <i>Defendant.</i>	NO. 6:20-cv-01214-ADA
OCEAN SEMICONDUCTOR LLC, <i>Plaintiff,</i> vs. STMICROELECTRONICS INC., <i>Defendant.</i>	NO. 6:20-cv-01215-ADA
OCEAN SEMICONDUCTOR LLC, <i>Plaintiff,</i> vs. WESTERN DIGITAL TECHNOLOGIES, INC., <i>Defendant.</i>	NO. 6:20-cv-01216-ADA

DEFENDANTS' OPENING CLAIM CONSTRUCTION BRIEF

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## I. INTRODUCTION

While Defendants' claim construction arguments remain true to the intrinsic and extrinsic evidence, Ocean turns a blind eye to that evidence. In doing so, Ocean manufactures an overbroad and infringement-driven construction for one term, eschews specific definitions from the intrinsic record for others, and denies the indefiniteness of several ambiguous limitations. Defendants' constructions and indefiniteness arguments should be adopted and Ocean's faulty arguments rejected.

First, despite arguing that "no construction is necessary" for the term "pneumatic cylinder," Ocean provides an "alternative" definition that broadens the term beyond its plain meaning evident from the intrinsic record. That is not by accident. Ocean's construction is designed to salvage its infringement theory. Because the accused tools do not include a "pneumatic cylinder" as a skilled person would understand that term, Ocean conjures up an unduly broad definition that would eviscerate the difference between a "pneumatic cylinder" and other devices that induce movement without relying on compressed gas. But Ocean's construction contradicts the plain and ordinary meaning of "pneumatic cylinder," and should be rejected.

Second, in some instances Ocean asserts "no construction is necessary" when the intrinsic evidence shows that the patentee defined terms in a very specific way. One of the patents at issue makes clear that "concurrently measuring" two different semiconductor wafer features refers not only to taking those measurements simultaneously but also to measuring with the same measuring tool. In addition, Ocean advises the Court not to address the term "software scheduling agent" even though the patentee expressly defined the term to include only certain "software" and relied on that definition to distinguish conventional, prior art "software" during prosecution. The patentee adopted a particular meaning for the term and disclaimed anything broader.

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