



UNIVERSITY OF  
MARYLAND  
SCHOOL OF LAW

**PATENT LAW  
UPDATE**

***Middleton, Inc.***  
**v.**  
***Minnesota  
Mining & Mfg.  
Co.***

No. 02-1151  
Federal Circuit  
Nov. 27, 2002

***“Patent terms  
are not subject  
to later revision  
by a supply  
contract [but if]  
a contract  
supplies some  
insight into the  
understanding  
of skilled  
artisans at the  
time of  
invention, it  
may have  
some  
relevance to  
claim  
construction  
...”***

On November 27, 2002, the Federal Circuit reversed and remanded the district court’s summary judgment that 3M’s Floorinders products did not infringe U.S. Patent No. 4,944,514. The patented technology related to improved material for finishing the top surface of a floor. The Federal Circuit stated:

This appeal presents the question of the proper meaning of “uniform flexible film.” [The district court] construed “uniform” to mean the “same thickness throughout, except that normal manufacturing tolerances are allowed.” . . . The accustomed meaning of “uniform” is having always the same form. . . . [T]he most important indicator of the meaning of “uniform” is its usage and context within the claim itself. The claim recites a “uniform flexible film.” This term, in context, describes floor coverings. [U]niformity means that a floor covering has always the same form. [T]he claim does not place any particular imitations on the concept of uniformity. [T]he claim suggests that the form of the film – whether smooth or textured – must remain the same throughout the floor surface. In this context, uniformity could apply to many different types of floor surface as long as they exhibit the same form across the relevant surface.

[T]he written description of the ‘514 patent explains that achieving a “uniform finish” of conventional varnish or urethane is difficult. [I]t explains the object of the present invention is to provide a material of “uniform thickness” that can be “quickly and easily appl[ie]d.” Other than ease of application, the specification imparts no further insight into the meaning of “uniform.” [I]t neither suggests an exceptional meaning for uniform nor supports departing from the term’s ordinary meaning. . . .

[T]he prosecution history is consistent with the ordinary meaning of “uniform,” namely that the term means having the same form. As used in the patent, the term has the broad meaning that includes both uniformity of thickness as well as uniform in irregularity; by overcoming [the prior art], the inventor did not limit the term to uniformity of thickness. Uniformity of thickness is within the breadth of the term “uniform” and that aspect of the term’s meaning was sufficient to avoid [the prior art]. The district court erred by limiting the scope of “uniform” to thickness uniformity. In context, as this court has explained above, the term is entitled to its full scope, which is structure that is the same in form even when that same form includes consistent non-uniform thickness or other “uniform” irregularities. . . .

According to Middleton, evidence of manufacturing tolerances includes the specification and tolerances found in the contract between 3M and Bando or Achilles for manufacture of the overlamine films. The meaning of a patent term, however, is not subject to revision or alteration by subsequent contract between the patentee and its suppliers. The meaning of patent terms depends on the usage of those terms in context by one of skill in the art at the time of application. Patent terms are not subject to later revision by a supply contract. If a contract supplies some insight into the understanding of skilled artisans at the time of invention, it may have some relevance to claim construction, but Middleton makes no such explanation for invoking a contract to define claim terms.