SATIUS HOLDING, LLC v. SAMSUNG ELECTRONICS CO., LTD., Appeal No. 2025-1446 (Fed. Cir. Oct. 1, 2026). Before Moore, Lourie, and Hughes. Appealed from D. Del. (Judge Burke).

Background:

Satius sued Samsung for infringing claims of its patent directed to a communications apparatus with a coupler for matching the output impedance of a transmitter to the characteristic impedance of the air. The independent claim recites an apparatus "for transmitting electric or electromagnetic signals over air." The parties agreed that transmitting signals over air in electric form is scientifically impossible, and the district court concluded that this impossibility rendered the claims indefinite and entered a judgment of invalidity. The district court declined to reach Samsung's enablement argument, noting that claim construction was not the time to address enablement, and Satius appealed.

Issues/Holdings:

Did the district court err in holding the claims indefinite because they recite a scientific impossibility? Yes. Are the claims invalid for lack of enablement? Yes, and thus affirmed on different grounds.

Discussion:

The Federal Circuit first construed "transmitting electric . . . signals over air" to mean transmitting signals over air in electric form. Satius argued that the phrase referred to an electric signal within the device being transformed into an electromagnetic signal that then travels over the air, consistent with the claim's later recitation of "communicating the electric or electromagnetic signals to the air." The Federal Circuit rejected this reading because transmitting signals "over" the air is not the same as communicating signals "to" the air, and because Satius's construction would add a transformation step that does not appear in the claim. The Federal Circuit explained that it may not redraft claims to make them operable or to sustain their validity, and that a claim susceptible to only one reasonable construction must be construed as the patentee drafted it.

The Federal Circuit then held that impossibility is not the same as indefiniteness. The Federal Circuit explained that indefiniteness asks whether the claims inform skilled artisans of their scope with reasonable certainty, while operability asks whether what the claims cover can actually be made, and that there is no per se rule that a claim covering inoperable embodiments is indefinite. Because the impossible language clearly appeared in both the claims and the specification, the claims satisfied § 112(b) even though one of the recited alternatives cannot be practiced.

Although the district court did not decide enablement, the Federal Circuit reached the issue because it was fully briefed, presented a pure question of law, and its resolution was beyond doubt, such that remand would serve no purpose. The Federal Circuit explained that the specification must enable the full scope of the invention as defined by its claims, and that this standard cannot be met where a claim includes an express limitation adding inoperable, and thus non-enabled, alternative embodiments. Because the claims explicitly covered a scientific impossibility that cannot be made or used, the Federal Circuit held them invalid for lack of enablement under § 112(a).

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