

## District Court: Claim Reciting Single Means-Plus-Function Element Invalid for Lack of Enablement

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The District Court for the District of Delaware recently invalidated claims directed to a panoramic objective lens for lack of enablement, holding the claims impermissibly recited a single element in means-plus-function form. Under § 112, ¶ 6, “[a]n element in a claim **for a combination** may be expressed as a means or step for performing a specified function....” By its plain terms, the statute permits means-plus-function claiming only in the context of a “combination.” In other words, a claim may not consist solely of a single means-plus-function element. Claims drafted as a single means are invalid for lack of enablement as a matter of law.

Immervision sued Apple for infringement based on claim 21 in Immervision’s U.S. patent related to the capture and display of digital panoramic images.

The relevant claim language stated:

**17.** A panoramic objective lens comprising:

**optical means** for projecting a panorama into an image plane of the objective lens, the optical means having an image point distribution function that is not linear relative to the field angle of object points of the panorama....

**21.** The panoramic objective lens according to claim 17, wherein the lens compresses the center of the image and the edges of the image, and expands an intermediate zone of the image located between the center and the edges of the image.

Apple moved for judgment on the pleadings, arguing that Claim 21 was invalid because it depended from a single-means claim. Apple argued that Claim 17 recited only one element—"optical means"—and that Claim 21 merely added functional limitations without introducing any additional structure. As a result, Apple argued Claim 21 was invalid for lack of enablement as a single-means claim.

Immervision disputed whether the claims should be construed as single-means claims, but conceded several key issues. First, Immervision conceded that the language following "optical means" in Claim 17 did not recite a separate component, but instead described characteristics of the optical means. Immervision likewise conceded that Claim 21 did not introduce any additional components.

Immervision nonetheless argued that the claims should not be treated as a single-means claim because the preamble's reference to a "panoramic objective lens" was limiting and implicitly included additional parts, such as a lens body, that when combined with the optical means, formed a multi-element combination.

The District Court noted that Immervision's argument had some initial appeal. For example, based on a comparison of the figures in the patent, the objective lens appeared to comprise multiple components. But the court emphasized that only those components that are **actually claimed** can be considered in the analysis. Because Immervision did not expressly claim the additional parts depicted in the figures and in fact, conceded they were not required to practice the claim, those parts could not be treated as additional components of the claims.

Accordingly, the court concluded that the only component recited in Claim 17 was the single "optical means." As a result, Claim 17—and by extension Claim 21—constituted an impermissible single-means claim. In such circumstances, no further enablement analysis was required. The claim was invalid *per se* because it failed to comply with the statutory requirement that a means-plus-function element appear only as part of a combination of elements.

**Practice Tip:** Parties asserting claims written in means-plus-function format should carefully assess whether the claim recites a combination of elements and, where appropriate, should present claim construction arguments that make clear the claim contains more than one element. Practitioners should not assume that dependent claims, functional language, or preamble terminology will supply the required additional elements. Reliance on unclaimed

structures, even where their presence is implied, risks a determination that the claim invalid as a matter of law for lack of enablement.

*Immervision, Inc. v. Apple, Inc.*, No. 21-cv-1484 (D. Del. Feb. 11, 2026)

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