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Table with 5 columns: APPLICATION NO., FILING DATE, FIRST NAMED INVENTOR, ATTORNEY DOCKET NO., CONFIRMATION NO.
13/102.611 05/06/2011 Paul-Henri Rene Jean Monjanel 83169994 7485

28395 7590 08/31/2016
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Table with 1 column: EXAMINER

CAMPEN, KELLY SCAGGS

Table with 2 columns: ART UNIT, PAPER NUMBER

3691

Table with 2 columns: NOTIFICATION DATE, DELIVERY MODE

08/31/2016

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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte PAUL-HENRI RENE JEAN MONJANEL,
MATTHEW JAMES STRALEY, and JAMES CHARLES HERR

Appeal 2014-005051
Application 13/102,611¹
Technology Center 3600

Before MURRIEL E. CRAWFORD, JOSEPH A. FISCHETTI, and,
MICHAEL W. KIM, *Administrative Patent Judges*.

FISCHETTI, *Administrative Patent Judge*.

DECISION ON APPEAL

STATEMENT OF THE CASE

Appellants seek our review under 35 U.S.C. § 134 of the Examiner's final rejection of claims 1–12. Claims 13–23 are withdrawn. We have jurisdiction under 35 U.S.C. § 6(b).

SUMMARY OF DECISION

We AFFIRM.

¹ Appellants identify Ford Global Technologies, LLC as the real party in interest. Br. 1.

THE INVENTION

Appellants claim various embodiments relating to a method for financing an acquisition of a vehicle. Spec. 1.

Claim 1 reproduced below, is representative of the subject matter on appeal.

1. A computer-implemented method for financing an acquisition of a vehicle, the computer-implemented method comprising:

submitting a request to a vehicle financier to obtain financial qualification information;

tailoring, via a computer, individual-specific financing programs based on information provided by a vehicle consumer, received financial qualification information and purchase incentives;

outputting tailored financing programs; and

transmitting a customer-accepted, tailored financing program to the vehicle financier for financing.

THE REJECTION

The Examiner relies upon the following as evidence of unpatentability:

Arunachalam

US 7,340,506 B2

Mar. 4, 2008

The following rejections are before us for review:

Claims 1–12 are rejected under 35 U.S.C. § 101.

Claims 1–12 are rejected under 35 U.S.C. § 102(b) over Arunachalam.

Claims 1–12 are rejected under 35 U.S.C. § 112 (b).

FINDINGS OF FACT

1. We adopt the Examiner’s findings as set forth on pages 2–4 of the Answer concerning only the rejection made under 35 U.S.C. § 101.

ANALYSIS

35 U.S.C. § 101 REJECTION

We will sustain the rejection of claims 1–12 under 35 U.S.C. § 101.

The Supreme Court

set forth a framework for distinguishing patents that claim laws of nature, natural phenomena, and abstract ideas from those that claim patent-eligible applications of those concepts. First, [] determine whether the claims at issue are directed to one of those patent-ineligible concepts. [] If so, we then ask, “[w]hat else is there in the claims before us? [] To answer that question, [] consider the elements of each claim both individually and “as an ordered combination” to determine whether the additional elements “transform the nature of the claim” into a patent-eligible application. [The Court] described step two of this analysis as a search for an “inventive concept”—i.e., an element or combination of elements that is “sufficient to ensure that the patent in practice amounts to significantly more than a patent upon the [ineligible concept] itself.”

Alice Corp., Pty. Ltd. v CLS Bank Intl, 134 S. Ct. 2347, 2355 (2014) (citing *Mayo Collaborative Services v. Prometheus Laboratories, Inc.*, 132 S. Ct. 1289 (2012)).

To perform this test, we must first determine whether the claims at issue are directed to a patent-ineligible concept.

Claim 1 is a method claim. We find that the claim itself and the Specification provide enough information to inform one as to what it is

directed to, which, in this case, is a method of offering plural financing options for financing a vehicle.

We find that the claim on its face is drawn to the fundamental economic practice of tailoring individual financing programs for a vehicle consumer and hence an abstract idea. The concept of tailoring/determining plural paths for solutions to best serve a customers' financial needs has been practiced in the minds of merchants and buyers in the face of purchasing a costly item/services for thousands of years.

We find that the introduction of the phrase “computer implemented method” and “tailoring, via a computer” does not alter the analysis at *Mayo* step two. The mere addition of having a computer perform these steps, if required, does not add any meaningful limitation beyond generally linking the abstract method to a general purpose computer. *See Alice*, 134 S. Ct. at 2350, quoting *Mayo*, 132 S. Ct. at 1300. Adding a nominal recitation of a computer to a claim covering an abstract concept is insufficient to make a claim patent eligible. *See Bancorp Servs. v. Sun Life Assurance Co.*, 687 F.3d 1266, 1278 (Fed. Cir. 2012). *See also Mayo*, 132 S. Ct. at 1294 (a claim cannot simply state the abstract idea and add the words ““apply it.””)

Under our precedents, that is not enough to transform an abstract idea into a patent-eligible subject matter.

35 U.S.C. § 102 (b) REJECTION

Concerning claim 1 the only independent claim before us, Appellants argue,

Arunachalam discloses an environment that allows a real-time transaction between a consumer, a bank and a car dealership as stated in Col 7 Line 64-66. Arunachalam gives an example of

real-time transaction by disclosing a user moving \$500 from his checking account into his saving account, stating that the transaction will be performed in real-time, in the same manner the transaction would have been performed by a live teller at the bank or an ATM machine as stated in Col 7 Lines 45-56. This is not tailoring individual financing programs. This is processing a bank transaction in real time. Arunachalam is silent with regards to tailoring individual-specific financing programs. . . .

All the cited portion of Arunachalam discusses is general provision of an auto loan by a bank. Applicant's computer-implemented method results in the output of tailored financing programs by the vehicle financier. Arunachalam is silent with regards to "outputting tailored financing programs" by the vehicle financier. For at least the reason above, claim 1 is not anticipated by Arunachalam.

(Br. 5–6).

The Examiner however found,

Appellants do not define and the instant specification is also silent to "tailoring individual specific financing programs". Further, in column 7 lines 59-65, Arunachalam discloses customized financial services where the Bank and the car dealership allow the bank customers to purchase a car form [sic] that dealer, request a car loan from the bank and have the entire transaction performed on the network and transactions are flexible and allow cooperation and a flexible variety of robust real time transactions on the network. Arunachalam is concerned with allowing the customer to receive customized financing based on information provided to the dealer to purchase a car.

(Answer 5).

We agree with Appellants. The independent claims require

tailoring, via a computer, individual-specific financing programs based on information provided by a vehicle consumer, received financial qualification information and purchase incentives... .

Claim 1, App'x. The Examiner found that this limitation is disclosed by Arunachalam in column 7 lines 59–65. (Final Act. 10). But, Arunachalam only discloses at this section:

Bank can also decide to provide other types of services in POSvc application **510**(1). For example, Bank may agree with Car dealership to allow Bank customers to purchase a car from that dealer, request a car loan from Bank, and have the entire transaction performed on the network, as illustrated in FIG. 5E. In this instance, the transactions are not merely two-way, between the user and Bank, but three-way, amongst the consumer, Bank and Car dealership.

Therefore, it is apparent from this section of Arunachalam that only a single financing program is proposed, namely, “allow Bank customers to purchase a car from that dealer, request a car loan from Bank and have the entire transaction performed on the network... .” At best, in order to have this limitation meet the claim requirements, we would need to construe each step of the single financial program as disclosing one of plural financial programs. If this is the case, then according to the claim, only one of the proposed deal components would be transmitted, which would not be a complete financing program. Therefore, we will not sustain the anticipation rejection of independent claim 1. “A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631 (Fed. Cir. 1987).

Since claims 2–12 depend from claim 1, and since we cannot sustain the rejection of claim 1, the rejection of claims 2–12 likewise cannot be sustained.

35 U.S.C. § 112 REJECTION

We do not sustain the rejection of claims 1–12 under 35 U.S.C. § 112, second paragraph, because a rejection made solely under second paragraph of 35 U.S.C. § 112, based on insufficiency of disclosure in a computer implemented claim, has precedentially been made in the context of Appellant using means-plus-function claim language, which is not the case in the claims before us. Specifically, where a limitation of a claim lacks sufficient disclosure of structure under 35 U.S.C. § 112 ¶ 6, that claim is unpatentable as indefinite under 35 U.S.C. § 112 ¶ 2, however, the Examiner has not shown sufficiently that any limitations of independent claim 1 are in a means-plus-function format. *In re Aoyama*, 656 F.3d 1293, 1296-97 (Fed Cir. 2011) (citing *Aristocrat Techs. Austl. PTY Ltd. v. Int'l Game Tech.*, 521 F.3d 1328, 1337-38 (Fed. Cir. 2008)).

Concerning the rejection of claims 8 and 10, we will not sustain the rejection of these claims for the reasons pointed out by the Appellants in the Brief on page 4 showing proper antecedent basis.

OBJECTIONS

The objection based on new matter (Final Act. 2-4) relates to a petitionable matter and not to an appealable matter. *See In re Schneider*, 481 F.2d 1350, 1356-57 (CCPA 1973) and *In re Mindick*, 371 F.2d 892, 894 (CCPA 1967). *See also* the MPEP § 1002.02(c), item 3(a) and § 1201.

CONCLUSIONS OF LAW

We conclude the Examiner did not err in rejecting claims 1–12 under 35 U.S.C. § 101.

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We conclude the Examiner did err in rejecting claims 1–12 under 35 U.S.C. § 103.

We conclude the Examiner did err in rejecting claims 1–12 under 35 U.S.C. § 112.

DECISION

The decision of the Examiner to reject claims 1–12 is affirmed.

No time period for taking any subsequent action in connection with this appeal may be extended under 37 C.F.R. § 1.136(a). *See* 37 C.F.R. § 1.136(a)(1)(iv).

AFFIRMED