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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte ANDREW J. DOLAN, WILLIAM R. PAPE, and
GARY NOWACKI

Appeal 2014-006298¹
Application 12/969,814²
Technology Center 3600

Before NINA L. MEDLOCK, PHILIP J. HOFFMANN, and
TARA L. HUTCHINGS, *Administrative Patent Judges*.

HUTCHINGS, *Administrative Patent Judge*.

DECISION ON APPEAL

STATEMENT OF THE CASE

Appellants appeal under 35 U.S.C. § 134(a) from the Examiner’s final rejection of claims 1, 3–5, 7–11, and 13–20. We have jurisdiction under 35 U.S.C. § 6(b).

We AFFIRM-IN-PART.

¹ Our decision references Appellants’ Appeal Brief (“App. Br.,” filed Dec. 31, 2013) and Reply Brief (“Reply Br.,” filed Apr. 2, 2014), and the Examiner’s Answer (“Ans.,” mailed Mar. 12, 2014), and Final Office Action (“Final Act.,” mailed July 31, 2013).

² Appellants identify Aginfolink Holdings, Inc. as the real party in interest. App. Br. 1.

CLAIMED INVENTION

Appellants' claimed invention "relates to supply chain management."

Spec. 1. Claim 1, reproduced below, is illustrative of the subject matter on appeal:

1. A computer-implemented method comprising:
 - receiving a certificate of analysis pertaining to a particular shipment of an ingredient from a supplier, wherein the certificate of analysis is formatted according to a supplier-specific certificate of analysis format;
 - automatically determining, from a particular region on the certificate of analysis, a value or a range of values;
 - accessing, from among multiple templates that are associated with different suppliers, a supplier-specific template;
 - identifying, using the supplier-specific template, a particular attribute that corresponds to the particular region on the certificate of analysis;
 - accessing a specification that indicates a specification value or a range of values associated with the particular attribute;
 - comparing, by one or more computers, the value or range of values from the certificate of analysis to the specification value or range of values for the particular attribute, to identify an extent to which the particular attribute of the ingredient in the particular shipment satisfies the specification;
 - automatically taking action on the shipment based on the extent to which the particular attribute of the ingredient in the particular shipment satisfies the specification;
 - determining, based on a physical analysis of the ingredient in the particular shipment, an actual value or range of values of the particular attribute of the ingredient in the particular shipment;
 - comparing the actual value or range of values to the value or range of values from the certificate of analysis, to identify an extent to which the value or range of values from the certificate of analysis deviates from the actual value or range of values; and
 - generating a report that identifies the extent to which the value or range of values from the certificate of analysis deviates from the actual value or range of values.

REJECTIONS

Claims 17–20 are rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter.

Claims 1, 3, 5, 8, 17, 19, and 20 are rejected under 35 U.S.C. § 102(b) as anticipated by Boyd (US 2003/0069795 A1, pub. Apr. 10, 2003).³

Claims 4, 9–11, 14, 16, and 18 are rejected under 35 U.S.C. § 103(a) as unpatentable over Boyd and Hayashi (US 2009/0189736 A1, pub. July 30, 2009).⁴

Claim 7 is rejected under 35 U.S.C. § 103(a) as unpatentable over Boyd and Beck (US 2006/0190494 A1, pub. Aug. 24, 2006).

Claim 15 is rejected under 35 U.S.C. § 103(a) as unpatentable over Boyd, Hayashi, and Beck.

Claim 13 is rejected under 35 U.S.C. § 103(a) as unpatentable over Boyd, Hayashi, and Heinrichs (US 2003/0208417 A1, pub. Nov. 6, 2003).

ANALYSIS

Non-Statutory Subject Matter

Appellants do not offer any response to the Examiner's rejection of claims 17–20 under 35 U.S.C. § 101. Therefore, we summarily sustain the Examiner's rejection.

³ We treat as inadvertent error the Examiner's identification of cancelled claim 6 among the claims subject to rejection. Final Act. 4.

⁴ We treat as inadvertent error the Examiner's identification of claim 13 among the claims subject to rejection as obvious over Boyd and Hayashi. Ans. 14. The claim is separately rejected as obvious over Boyd, Hayashi, and Heinrichs. Ans. 21–22.

Anticipation

Independent Claim 1 and Dependent Claims 3, 5, and 8

We are persuaded by Appellants' argument that the Examiner erred in rejecting claims 1, 3, 5, and 8 under 35 U.S.C. § 102(b) because Boyd does not disclose "generating a report that identifies the extent to which the value or range of values from the certificate of analysis deviates from the actual value or range of values," where an "actual value or range of values" is determined "based on a physical analysis of the ingredient in the particular shipment, an actual value or range of values of the particular attribute of the ingredient in the particular shipment," as recited in claim 1. App. Br. 4–5. The Examiner relies on paragraphs 23 and 31–35 of Boyd as disclosing the argued limitations. Final Act. 6–7. But we find nothing in the cited paragraphs that discloses the argued limitations.

Boyd is directed to a system for managing data between suppliers and manufacturers. Boyd ¶ 1. Typically, a certificate of analysis including all or part of data measured for material is prepared by a supplier and sent to a product manufacturer prior to receipt. *Id.* ¶ 3. However, these certificates are difficult to track and match. *Id.* ¶¶ 5–6. Boyd's supplier data management system allows personnel who use certificates of analysis to access the certificate of analysis upon demand. *Id.* ¶ 31. Each certificate of analysis has an easy-to-read acceptance indicator (e.g., "Y" or "N") to indicate whether a raw material is in compliance with specifications. *Id.*

Upon receiving a shipment, personnel scans a barcode on the raw material, and an indication of whether the raw material is compliant with the specifications is retrieved from the certificate of analysis. *Id.* ¶ 34. After determining (1) whether the raw material is compliant with the

specifications and (2) whether the raw material meets other needs (e.g., proper quantity, shipped to the correct facility, timeliness, still in good condition), the raw material can be accepted. *Id.* ¶ 35. The decision to accept can be entered electronically to provide an archived record for accounting and quality control purposes. *Id.* On the other hand, if compliance is lacking, corrective action can be taken, including refusing shipment, modifying the specifications, and temporarily overriding the specifications. *Id.* Any corrective action taken for rejected shipments also can be stored. *Id.* ¶ 33.

The Examiner interprets Boyd as meeting the argued claim limitations, because Boyd at paragraphs 33–35 describes “document[ing] for acceptance, rejection or any correct[ive] action that needs to be taken based on the information on the certificate of analysis shipped to the receiving facility” and “verifying if the product is in good condition[] and if it is in compliance with the specifications, such as proper quantity, shipped to the correct receiving facility, [and] timeliness.” Ans. 3–4.

However, electronically storing an indication of acceptance or rejection in a database, as described by Boyd, does not teach “generating a report,” as recited in claim 1. Moreover, Boyd’s stored indication of acceptance or rejection does not “identify the extent to which the value or range of value from the certificate of analysis deviates from the actual value or range of values [determined based on a physical analysis of the raw material in the shipment],” as required by claim 1. As we understand the rejection articulated by the Examiner, the Examiner construes Boyd’s determination of “other needs” (*see* Boyd ¶ 35), as the required physical analysis of the raw material in the shipment. However, “other needs” and

the “yes” or “no” indication of compliance from the certificate of analysis are used together in the invention of Boyd to formulate the product manufacturer’s acceptance or rejection decision of the shipment from the supplier — not to identify the extent to which the value from the certificate of analysis deviates from the value determined by a physical analysis of the raw material, as required by claim 1.

In view of the foregoing, we do not sustain the Examiner’s rejection of independent claim 1 and dependent claims 3, 5, and 8 under 35 U.S.C. § 102(b).

Independent Claim 17 and Dependent Claims 19 and 20

We are persuaded by Appellants’ argument that the Examiner erred in rejecting claims 17, 19, and 20 under 35 U.S.C. § 102(b) because Boyd does not disclose “initiating a manual review of the supplier-specific template based on determining that the value or range of values from the certificate of analysis is not a valid value or does not satisfy a valid range of values, respectively, for the particular attribute,” as recited in claim 17. App. Br. 6–7. The Examiner relies on paragraphs 32 and 62 of Boyd as disclosing the argued limitations. Final Act. 12. But we find nothing in the cited paragraphs that discloses the argued limitations.

For example, Boyd describes at paragraph 32 that a single, electronically retrievable certificate of analysis form has a standardized use by multiple suppliers. The appearance (e.g., color, graphical symbols, fonts) of the certificate of analysis can be customized for each supplier. Boyd ¶ 32. Boyd also provides an exemplary embodiment involving creating a certificate of analysis for polyethylene film. *Id.* ¶ 62. After product manufacturer specifications are entered for the polyethylene film, “a

certificate of analysis or other summary form [is] displayable for review by the raw material supplier **20**, enabling the supplier **20** to determine if the batch is within specifications.” *Id.* The supplier electronically stores the certificate of analysis on a private network of the supplier. *Id.* The supplier optionally may print a hard copy of the certificate for inclusion with the shipment. *Id.*

The Examiner takes the position that Boyd’s “paragraph [0032] in combination with [0062] . . . disclose that a manual review of the certificate of analysis is being performed since it is clear that if the document is printed (hard copy) the review by the supplier needs to be manual.” Ans. 5. However, claim 17 requires initiating the manual review based on determining that the value or range of values from the certificate of analysis is not a valid value or does not satisfy a valid range of values. Here, Boyd at paragraph 62 describes the supplier manually reviewing the certificate of analysis (e.g., form) provided by the product manufacturer to determine whether the polyethylene film is within specifications, and storing the results of that determination into the certificate of analysis. But we fail to see anything in the cited portions of Boyd that describes initiating the review based on determining that a value or range of values from the certificate of analysis is not valid.

In view of the foregoing, we do not sustain the Examiner’s rejection of independent claim 17 and dependent claims 19 and 20 under 35 U.S.C. § 102(b).

Obviousness

Independent Claim 9 and Dependent Claims 10, 11, 14, and 16

We are persuaded by Appellants’ argument that the Examiner erred in rejecting claims 9–11, 14, and 16 under 35 U.S.C. § 103(a) because neither Boyd nor Hayashi, either alone or in combination, discloses or suggests “generating a risk score for one or more of the supplier, the ingredient, the particular shipment, and the attribute, based on the extent to which the attribute in the particular shipment of the ingredient satisfies the specification,” as recited in claim 9. App. Br. 5–6; *see also* Reply Br. 1–3. The Examiner relies on Hayashi as disclosing the argued limitation. Final Act. 16 (citing Hayashi ¶¶ 507–528, Figure 26).

Hayashi relates to an authentication system for performing collation of individual information of a user and authentication. Hayashi ¶ 1. Hayashi calculates risk rate consideration points based, in part, on a risk rate. *Id.* ¶¶ 506–509. A risk rate is risk expressed between the numbers 0 and 1, where 1 is the highest rate of risk and 0 is the lowest rate of risk. *Id.* ¶ 509. Exemplary risk rates include risk in registered information being tampered or changed, such as employee certificate, a normal postal envelope, or a tax withholding information (*id.* ¶¶ 510–511), risk existing in a validation method, such as a confirmation destination that has not yet been confirmed (*id.* ¶¶ 512–513), and country risk arising from instability of politics, economy or society (*id.* ¶ 515).

The Examiner finds that the cited portions of Hayashi describe calculating “a risk rate of an individual based on a variety of information and consideration points.” *Id.* The Examiner takes the position that it would have been obvious to one of ordinary skill to modify Boyd to include “a risk

calculation based on the satisfaction of the specifications,” as described by Hayashi, because the modification would have been “a simple substitution of one known element for another to obtain predictable results.” Final Act. 17.

The difficulty with the Examiner’s analysis is that generating a risk score based on a variety of information, as disclosed by Hayashi, does not disclose or suggest generating a risk score “based on the extent to which the attribute in the particular shipment of the ingredient satisfies the specification,” as recited in claim 9. Because neither Boyd nor Hayashi discloses the step of generating a risk score, as called for in claim 9, the Examiner’s rationale of simple substitution does not adequately explain how or why one of ordinary skill in the art would have been motivated to modify the system of Boyd to arrive at the claimed invention.

In view of the foregoing, we do not sustain the Examiner’s rejection of claim 9 and claims 10, 11, 14, and 16, which depend therefrom, under 35 U.S.C. § 103(a).

Dependent Claims 4 and 18

Claims 4 and 18 depend from claims 1 and 17, respectively. The Examiner’s rejection of claims 4 and 18 based on Hayashi, in combination with Boyd, does not cure the deficiency in the Examiner’s rejection of claims 1 and 17 under 35 U.S.C. § 102(b). Therefore, we do not sustain the Examiner’s rejection of claims 4 and 18 under 35 U.S.C. § 103(a) for the same reasons set forth above with respect to claims 1 and 17.

Dependent Claim 7

Claim 7 depends from claim 1. The Examiner’s rejection of claim 7 based on Beck, in combination with Boyd, does not cure the deficiency in the Examiner’s rejection of claim 1 under 35 U.S.C. § 102(b). Therefore,

Appeal 2014-006298
Application 12/969,814

we do not sustain the Examiner's rejection of claim 7 under 35 U.S.C. § 103(a) for the same reasons set forth above with respect to claim 1.

Dependent claims 13 and 15

Claims 13 and 15 depend from claim 9. The Examiner's rejections of claims 13 and 15 do not cure the deficiency in the Examiner's rejection of claim 9. Therefore, we do not sustain the Examiner's rejections of claims 35–37 under 35 U.S.C. § 103(a) for the same reasons set forth above with respect to claim 9.

DECISION

The Examiner's rejection of claims 17–20 under 35 U.S.C. § 101 is affirmed.

The Examiner's rejection of claims 1, 3, 5, 8, 17, 19, and 20 under 35 U.S.C. § 102(b) is reversed.

The Examiner's rejections of claims 4, 7, 9–11, 13–16, and 18 under 35 U.S.C. § 103(a) are reversed.

AFFIRMED-IN-PART