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| 10/509,852 | 09/30/2004 | Nicolas Drevon | 104606-US-NP | 4310 |

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UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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*Ex parte* NICOLAS DREVON

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Appeal 2015-007478
Application 10/509,852
Technology Center 2600

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Before JASON V. MORGAN, IRVIN E. BRANCH, and DANIEL J. GALLIGAN, *Administrative Patent Judges*.

GALLIGAN, *Administrative Patent Judge*.

DECISION ON APPEAL

Appellant[1] seeks our review under 35 U.S.C. § 134(a) of the Examiner's rejection of claims 1–16. We have jurisdiction under 35 U.S.C. § 6(b).

We AFFIRM.[2]

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[1] The Appeal Brief identifies Alcatel Lucent as the real party in interest. App. Br. 1.

[2] Our Decision refers to Appellant's Appeal Brief filed March 23, 2015 ("App. Br."); Appellant's Reply Brief filed August 14, 2015 ("Reply Br."); Examiner's Answer mailed June 19, 2015 ("Ans."); Non-Final Office Action mailed August 27, 2014 ("Non-Final Act."); and original Specification filed September 30, 2004 ("Spec.").

## STATEMENT OF THE CASE

### *Claims on Appeal*

Claims 1, 11, 13, and 16 are independent claims. Claim 1 is illustrative and is reproduced below:

> 1. A method for controlling access rights in a cellular mobile radio system, comprising transferring roaming agreement information from a core network to a radio access network of said cellular mobile radio system,
>
> wherein said roaming agreement information includes information transferred independently of messages linked to calls or user equipments.

### *Examiner's Rejection*

Claims 1–16 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Applicant's Admitted Prior Art and Willars et al. (U.S. 2003/0013443 A1, Jan. 16, 2003). Non-Final Act. 4–12.

## ANALYSIS

### *Claims 1–6 and 8–16*

Appellant contends Willars does not teach or suggest that "said roaming agreement information includes information transferred independently of messages linked to calls or user equipments," as recited in independent claim 1 and similarly recited in independent claims 11, 13, and 16. App. Br. 5–10; Reply Br. 2–4. In particular, Appellant argues that the "MCC [mobile country code] and MNC [mobile network code] in the cited portions of Willars are transferred with the IMSI (international mobile subscriber identity) as part of the Common ID" and that "[a] message containing the IMSI is a message linked to calls or user equipments." App. Br. 6.

Appellant's arguments are not commensurate with the scope of the claims. The disputed recitation in claim 1 describes a characteristic of "roaming agreement information," namely, that it "includes information transferred independently of messages linked to calls or user equipments." It does not recite affirmatively the transfer of information itself. By contrast, Appellant's original claim 1, filed with the application, recited:

> A method of controlling access rights in a cellular mobile radio system, including transfer of roaming agreement information from a core network to a radio access network of said system, *in which method said roaming agreement information is transferred independently of the management of radio access bearers at the interface between the core network and the radio access network.*

Spec. 19 (emphasis added). Thus, original claim 1 affirmatively recited that the "roaming agreement information is transferred independently." Present claim 1, however, merely requires transferring roaming agreement information that itself "includes information transferred independently of messages linked to calls or user equipments." This recitation does not limit what portion of the "roaming agreement information" must have been transferred independently, nor when or between which entities such a transfer must have happened.

The Examiner found that Table 2 in Willars teaches roaming agreement information that is transferred independently of messages linked to calls or user equipment. Non-Final Act. 5 (citing Willars ¶ 70, Table 2). Willars discloses:

> Regardless of where the allowed areas are determined, the determination may be performed as described below with reference to Table 2. *Table 2 shows IMSI number series ranges as entries*, e.g., in the RNC. *The first part of the IMSI, i.e., the MCC+MNC (mobile country code+mobile network code), may*

> *be used*. For each entry in Table 2, a number of MCC/MNCs are listed, indicating the networks to which the corresponding subscribers are allowed to make handover, e.g., operators A and B share a network with MCC/MNC=C.

Willars ¶ 70 (emphases added).

Thus, Willars teaches that roaming agreement information is common to a subset of subscribers rather than specific to a particular subscriber. This is consistent with Appellant's Specification, which states that "the present invention proposes that transferred roaming agreement information be common to a subset of the international mobile subscriber identity (IMSI) number, in particular a subset including the mobile country code (MCC) field and/or the mobile network code (MNC) field." Spec. 11. Another portion of Appellant's Specification, which Appellant cites as support for the disputed recitation, states:

> One aspect of the invention proposes that access rights information that corresponds to semistatic information, such as roaming agreement information in particular, be transferred independently of the management of radio access bearers at the interface between the core network and the radio access network, or *in other words that this information not be linked to a particular user*.

Spec. 10 (emphasis added) (cited at App. Br. 2). As discussed above, Willars teaches roaming agreement information that is not linked to a particular user.

Appellant argues that "the MCC/MNC in Willars cannot be 'transferred independently' of the IMSI, since the MCC/MNC and the IMSI are transferred together as part of the COMMON ID." Reply Br. 3. This argument fails to appreciate that, even if the MCC/MNC data are transferred from the core network to the access network as part of a message linked to a

call or user equipment, the MCC/MNC information had previously been determined by reference to the table of allowed networks, as described in Willars and discussed above. Willars ¶ 70. Information contained in that table, by virtue of having been transferred to that table, pertains to a subset or range of subscribers and, therefore, is independent of messages linked to calls or user equipment. That certain information from the table is then transmitted from the core network to the access network as part of a message linked to a call or user equipment is not prohibited by the claim.

We are not persuaded of error in the Examiner's conclusion of obviousness, and, therefore, we sustain the rejection of claim 1 under 35 U.S.C. § 103(a), as well as the rejection of claims 2–6 and 8–16, for which Appellant does not present additional persuasive arguments for patentability.

*Claim 7*

Appellant contends Willars does not teach or suggest that "the information transferred independently of messages linked to calls or user equipments is transferred in the event of modification of said information in the core network," as recited in dependent claim 7. App. Br. 10; Reply Br. 4–5. Appellant's arguments suggest that claim 7 requires the modification of the information to cause or result in transfer of the information. We do not agree. Rather, claim 7 generally recites transferring "in the event of modification" of the information. In the system of Willars, any information that is modified would be transferred at least, for example, when the information is required to be transferred, such as during call setup. *See* Ans. 8; Willars ¶¶ 67, 70, Figs. 5A, 5B.

As such, we are not persuaded of error in the Examiner's conclusion of obviousness, and, therefore, we sustain the rejection of claim 7 under 35 U.S.C. § 103(a).

DECISION

We affirm the Examiner's decision to reject claims 1–16.

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

AFFIRMED