



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
11/090,677	03/25/2005	Wei Jiang	CITI-0289	5453
13708	7590	05/09/2018	EXAMINER	
Johnson, Marcou & Isaacs, LLC			ELCHANTI, TAREK	
PO Box 691			ART UNIT	PAPER NUMBER
Hoschton, GA 30548			3621	
			MAIL DATE	DELIVERY MODE
			05/09/2018	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte WEI JIANG, DECLAN COLLINS, and LIESL LEACH

Appeal 2017-000361
Application 11/090,677
Technology Center 3600

Before MICHAEL C. ASTORINO, BRADLEY B. BAYAT, and
AMEE A. SHAH, *Administrative Patent Judges*.

SHAH, *Administrative Patent Judge*.

DECISION ON APPEAL¹

The Appellants² appeal under 35 U.S.C. § 134(a) from the Examiner's final decision rejecting claims 1–6 and 11–13, which are all of the pending claims. We have jurisdiction under 35 U.S.C. § 6(b).

We AFFIRM.

¹ Throughout this Decision, we refer to the Appellants' Appeal Brief ("Br.," filed June 1, 2016) and Specification ("Spec.," filed Mar. 25, 2005), and to the Examiner's Answer ("Ans.," mailed July 26, 2016) and Final Office Action ("Final Act.," mailed Jan. 4, 2016).

² According to the Appellants, the real party in interest is "Citicorp Credit Services, Inc. (USA)." Br. 3.

STATEMENT OF THE CASE

The Appellants' invention "relates generally to the field of electronic commerce, and more particularly to methods and systems for integration of multiple loyalty or rewards programs." Spec. 1, ll. 10–12.

Claims 1, 12, and 13 are the independent claims on appeal. Claim 1 is exemplary of the subject matter on appeal and is reproduced below (with added bracketing for reference).

1. A method of using rewards currency units directly at a point of sale, comprising:

[(a)] consolidating, by a financial institution server, in a single currency rewards account of a card member on a single currency rewards database, single currency rewards units for a plurality of different reward programs of each of a plurality of different credit cards issued to the card member by the financial institution;

[(b)] downloading, from the financial institution server, a virtual account number application to a computing device of the card member prior to conducting a transaction using rewards currency units from the card member's consolidated single currency rewards account;

[(c)] receiving, by the financial institution server, entry on the virtual account number application by the card member at the computing device of a selection of an option for a method of payment for a transaction with a merchant server and a selection to generate a virtual account number for each single transaction, the payment method options consisting at least in part of payment of a purchase amount wholly with single currency reward units from the card member's consolidated single currency rewards account and payment of a portion of the purchase amount with single currency reward units from the card member's consolidated single currency rewards account and a balance of the purchase amount with a credit charge;

[(d)] creating a log for the virtual account number with information consisting at least in part of the purchase amount

and the selected payment method and accessing the single currency rewards database by a virtual account number engine of the financial institution server to determine whether the card member has a sufficient balance of single currency rewards units in the card member's consolidated single currency rewards account for the payment of the purchase amount according to the selected payment method;

[(e)] decrementing, by the financial institution server, the card member's consolidated single currency reward account by an amount equal to any portion of the purchase amount to be paid with single currency reward units upon receiving the card member's entry of the selection to generate the virtual account number and before generating the virtual account number to prevent double dipping by the card member;

[(f)] generating and presenting a virtual account number processable through a credit card association processing network as a credit card number by the virtual account number engine of the financial institution server for presentment by the card member to the merchant server for payment of the purchase amount in the transaction with the merchant server as if the virtual account number were a credit card number and without knowledge by the merchant server of a virtual nature of the virtual account number, if the card member has a sufficient balance of single currency rewards units in the card member's consolidated single currency rewards account for the payment of the purchase amount according to the selected payment method;

[(g)] receiving by the financial institution server a request for authorization of the transaction with the virtual account number from the merchant server as if the virtual account number were a credit card number and without knowledge by the merchant server of the virtual nature of the virtual account number;

[(h)] checking by the financial institution server the request for authorization against the log for the virtual account number to determine an amount of credit charge necessary to pay the purchase amount net of any portion of the purchase

amount to be paid by single currency reward units, processing any credit charge portion of the request for authorization through a virtual account number authorization processor, and sending an authorization for the transaction to the merchant server;

[(i)] receiving by the financial institution server a request for settlement of the transaction from the merchant server according to the authorization; and

[(j)] processing an amount of a credit charge necessary to pay the purchase amount net of any portion of the purchase price paid by single currency reward units through the credit card association processing network.

Appeal Br. 24–26 (Claims App.).

REJECTIONS

Claims 1–6 and 11–13 stand rejected under 35 U.S.C. § 101 as directed to non-statutory subject matter. Final Act. 2.

Claims 1–6 and 11–13 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Flitcroft et al. (US 2003/0028481 A1, pub. Feb. 6, 2003) (hereafter “Flitcroft”), Strock et al. (US 2004/0122736 A1, pub. June 24, 2004) (hereafter “Strock”), Bushold et al. (US 2004/0230481 A1, pub. Nov. 18, 2004) (hereafter “Bushold”), and Armes et al. (US 2003/0023549 A1, pub. Jan. 30, 2003) (hereafter “Armes”). *Id.* at 3.

ANALYSIS

35 U.S.C. § 101 – Non-statutory Subject Matter

The Appellants argue claims 1–6 and 11–13 as a group. *See* Appeal Br. 12. We select claim 1 as representative of the group with claims 2–6 and 11–13 standing or falling therewith. *See* 37 C.F.R. § 41.37(c)(1)(iv).

Under 35 U.S.C. § 101, a patent may be obtained for “any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof.” The Supreme Court has “long held that this provision contains an important implicit exception: Laws of nature, natural phenomena, and abstract ideas are not patentable.” *Alice Corp. Pty. Ltd. v. CLS Bank Int’l*, 134 S. Ct. 2347, 2354 (2014) (quoting *Ass’n for Molecular Pathology v. Myriad Genetics, Inc.*, 569 U.S. 576, 588–89 (2013)).

The Supreme Court in *Alice* reiterated the two-step framework, set forth previously in *Mayo Collaborative Services v. Prometheus Laboratories, Inc.*, 566 U.S. 66, 78–79 (2012), “for distinguishing patents that claim laws of nature, natural phenomena, and abstract ideas from those that claim patent-eligible applications of those concepts.” *Alice*, 134 S. Ct. at 2355. The first step in that analysis is to “determine whether the claims at issue are *directed to* one of those patent-ineligible concepts.” *Id.* (emphasis added) (citing *Mayo*, 566 U.S. at 79). If so, the second step is to consider the elements of the claims “individually and ‘as an ordered combination’” to determine whether the additional elements “‘transform the nature of the claim’ into a patent-eligible application.” *Id.* (quoting *Mayo*, 566 U.S. at 78–79).

In other words, the second step is to “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.’” *Id.* (alteration in original) (quoting *Mayo*, 566 U.S. at 72–73). The Court acknowledged in *Mayo*, that “all inventions at some level embody, use, reflect, rest upon, or apply laws of

nature, natural phenomena, or abstract ideas.” *Mayo*, 566 U.S. at 71. We, therefore, look to whether the claims focus on a specific means or method that improves the relevant technology or are instead directed to a result or effect that itself is the abstract idea, and merely invoke generic processes and machinery, i.e., “whether the focus of the claims is on [a] specific asserted improvement in computer capabilities . . . or, instead, on a process that qualifies as an ‘abstract idea’ for which computers are invoked merely as a tool.” *Enfish, LLC v. Microsoft Corp.*, 822 F.3d 1327, 1335–36 (Fed. Cir. 2016).

Under the first step of the *Mayo/Alice* framework, the Examiner determines that claim 1 is directed to “consolidating loyalty rewards from multiple programs into a single currency which is managed in a single account allows a customer to utilize accumulated rewards for making full or partial payments at a point of sale with an online merchant,” an abstract idea. Final Act. 2; Ans. 2.

The step-one analysis requires us to consider the claims “in their entirety to ascertain whether their character as a whole is directed to excluded subject matter.” *Internet Patents Corp. v. Active Network, Inc.*, 790 F.3d 1343, 1346 (Fed. Cir. 2015). The question is whether the claims as a whole “focus on a specific means or method that improves the relevant technology” or are “directed to a result or effect that itself is the abstract idea and merely invoke generic processes and machinery.” *McRO, Inc. v. Bandai Namco Games Am. Inc.*, 837 F.3d 1299, 1314 (Fed. Cir. 2016).

Here, the Specification is titled “METHODS AND SYSTEMS FOR INTEGRATION OF MULTIPLE REWARDS PROGRAMS.” The invention relates to “methods and systems for integration of multiple loyalty

or rewards programs.” Spec. 1, ll. 10–12. In the Background section, the Specification discusses that an existing problem with having multiple rewards or loyalty points programs is that “it is not typically feasible for card members of different loyalty programs to access the same loyalty vehicle for redemption of rewards.” *Id.* at 1, ll. 15–20. The invention solves this problem by “provid[ing] a method and system for loyalty or rewards program integration that affords a capability to collapse multiple different loyalty or rewards programs into a single rewards currency.” *Id.* at 1, ll. 25–28.

Claim 1 provides for a method “of using rewards currency units directly at a point of sale, comprising:” (a) consolidating single reward currency units for a plurality of programs into a single account in a database, (b) downloading a virtual account number application, (c) receiving entry data of a method for payment and generation of a virtual account number, (d) creating a log, i.e., data file, with information, accessing the database, (e) decrementing the single account by an amount for payment, (f) generating and presenting a virtual account number as a credit card number, (g) receiving a request for authorization, (h) checking the authorization request data against the log data, processing any credit charge portion, sending the authorization to the merchant, (i) receiving a request for settlement, and (j) processing an amount of a credit charge to pay the remaining amount.

Br. 24–26 (Claims App.). The Specification does not provide details on how step (f) of generating a virtual account number is performed; rather, the Specification provides only that upon a selection of an option for generating a number, a virtual account number engine collects and aggregates information, specifies and sends that information back to a virtual account

number server, and generates a number. Spec. 11, ll. 5–15. Checking step (h) comprises checking, i.e., comparing, the request data against the account log credit data. *Id.* at 14, ll. 3–6; Br. 25 (Claims App.). The processing of any credit card portion, as recited in steps (h) and (j), is performed via a “normal settlement process as in any credit card transaction” by sending data “via the MASTERCARD or VISA card network” (Spec. 13, ll. 17–20; *see also id.* at ll. 6–16) and via a “pre-existing virtual account number authorization process” (*id.* at 14, ll. 6–7).

The method is implemented by a financial institution server, a merchant server, and a credit card association processing network. *See* Br. 24–26, 29–32 (claim 13). The Specification does not provide any details or figures regarding the system that implements the method but merely states “the invention utilizes computer hardware and software to provide a method and system of using rewards currency units directly at a point of sale.” Spec. 3, ll. 1–3.

In light of Specification’s description of the problem and solution, the Specification’s purported advance over the prior art by the claimed invention is to consolidate accounts to be able to use multiple reward/loyalty points as currency. In that context, considering the claim in light of the Specification and on its “character as a whole” (*Enfish*, 822 F.3d at 1335), the claim is directed to consolidating loyalty/reward data from multiple programs into a single account for a customer to utilize to make full or partial payments at a point of sale with an online merchant.³ In this manner, the claim is similar

³ We note that “[a]n abstract idea can generally be described at different levels of abstraction.” *Apple, Inc. v. Ameranth, Inc.*, 842 F.3d 1229, 1240

to those deemed to be abstract ideas by our reviewing court in *Smart Systems Innovation, Inc. v. Chicago Transit Authority*, 873 F.3d 1364, 1371–72 (Fed. Cir. 2017) (forming and collecting data for financial transactions in a certain field), *Inventor Holdings, LLC v. Bed Bath & Beyond, Inc.*, 876 F.3d 1372, 1378–79 (Fed. Cir. 2017) (“local processing of payments for remotely purchased goods”), *Ultramercial, Inc. v. Hulu, LLC*, 772 F.3d 709, 714–15 (Fed. Cir. 2014) (using advertising as currency), *buySAFE, Inc. v. Google, Inc.*, 765 F.3d 1350, 1355 (Fed. Cir. 2014) (guaranteeing transactions), *CyberSource Corp. v. Retail Decisions, Inc.*, 654 F.3d 1366, 1372–73 (Fed. Cir. 2011) (verifying the validity of credit card transactions over the Internet), and *Electric Power Group, LLC v. Alstom S.A.*, 830 F.3d 1350, 1354 (Fed. Cir. 2016) (process of gathering and analyzing information of a specified content and displaying the result). Here, the claim involves nothing more than consolidating, receiving, creating, modifying, generating, presenting, and checking data, and downloading an application, without any particular inventive technology — an abstract idea. *See Electric Power*, 830 F.3d at 1354.

The Appellants ostensibly do not disagree with the Examiner’s characterization of the claim, but argue that “the Examiner has failed to meet the initial burden of presenting a *prima facie* case of ineligible subject matter” because “the rejection lacks evidence, articulated reasoning and analysis” to establish the Examiner’s bases for the steps of the *Mayo/Alice* framework. Br. 13; *see also id* at 14–17. We disagree.

(Fed. Cir. 2016). The Board’s “slight revision of its abstract idea analysis does not impact the patentability analysis.” *Id.* at 1241.

The Examiner analyzes the claim under the two-part *Mayo/Alice* framework. Final Act. 2–3; Ans. 2–4. Specifically, the Examiner looks to the intrinsic evidence—the language of the claim—and compares the claim to prior judicial decisions in determining that claim 1 is directed to an abstract idea. Final Act. 2; Ans. 2. The Examiner further considers the elements of the claims individually and as an ordered combination and determines that they are not significantly more than the abstract idea. Final Act. 2; Ans. 3. Thus, the Examiner has set forth the statutory basis of the rejection in a sufficiently articulate and informative manner as to meet the notice requirement of § 132 as to why the claims are patent-ineligible. *See In re Jung*, 637 F.3d 1356, 1362 (Fed. Cir. 2011); *see also Chester v. Miller*, 906 F.2d 1574, 1578 (Fed. Cir. 1990) (“Section 132 is violated when a rejection is so uninformative that it prevents the applicant from recognizing and seeking to counter the grounds for rejection.”).

We find unpersuasive of error the Appellants’ argument that the Examiner has failed to follow the Administrative Procedures Act, which requires that the Examiner’s “determination [to] be based on ‘substantial evidence,’” by “provid[ing] documentary evidence to support a conclusion that the claims are directed to a judicial exception or that claim limitations are well understood, routine, and conventional.” Br. 13–14 (citing *Alice*); *see also id.* at 15–16. Although the Court in *Alice* made a direct finding as to what the claims were directed to, the claims before us and the Specification provide enough information to inform one as to what these claims are directed to. There is no requirement that in every situation “the Examiner must cite authoritative documentary evidence, such as textbooks or similar publications to support a conclusion that a claim recites a judicial

exception or that certain practices are well known, conventional or routine.” *Id.* at 14. Evidence may be helpful in certain situations where, for instance, facts are in dispute and when the claims can adequately be compared to claims declared abstract in past cases. *See Amdocs (Israel) Ltd. v. Openet Telecom, Inc.*, 841 F.3d 1288, 1294 (Fed. Cir. 2016) (“Instead of a definition, then, the decisional mechanism courts now apply is to examine earlier cases in which a similar or parallel descriptive nature can be seen—what prior cases were about, and which way they were decided.”); *see also Enfish*, 822 F.3d at 1334 (it is “sufficient to compare claims at issue to those claims already found to be directed to an abstract idea in previous cases”); *Mortgage Grader, Inc. v. First Choice Loan Servs. Inc.*, 811 F.3d 1314, 1325–26 (Fed. Cir. 2016) (“[I]t is also possible, as numerous cases have recognized, that a § 101 analysis may sometimes be undertaken without resolving fact issues.”). Here, the Appellants have not made the case that a factual dispute has arisen that additional evidence can help resolve. Further, as noted above, the Examiner has compared the claim to those declared abstract in past cases. Final Act. 2; Ans. 2.

Under the second step of the *Mayo/Alice* framework, we agree with the Examiner’s determination that the elements of the claims, individually or as an ordered combination, do not amount to significantly more than that abstract idea. *See* Final Act. 3; Ans. 3–4. We are not persuaded of Examiner error by the Appellants’ arguments that assert the opposite. *See* Br. 17–19.

The Appellants argue that when considering the claim limitations as a whole, the limitations “distinguish between the merely generic operations (e.g., ‘receiving a data input and determining an output’) and the particular

applications.” Br. 18. Notably, the Appellants do not argue that the claim limitations are not routine, well-understood, and conventional functions of a generic computer. And, as discussed above, the Specification only requires generic computer hardware and software to implement the method. *See* Spec. 3, ll. 1–3. The field of use of the Internet, i.e., the application, and the invocation of conventional computer and network components do not transform the claim into something more than an abstract idea. *Alice*, 134 S. Ct. at 2360; *see also Smart Systems*, 873 F.3d at 1373 (“[A]s we have said before, ‘merely limiting the field of use of the abstract idea to a particular . . . environment does not render the claims any less abstract.’” (quoting *Affinity Labs of Tex., LLC v. DIRECTV, LLC*, 838 F.3d 1253, 1259 (Fed. Cir. 2016))); *see also Electric Power*, 830 F.3d at 1355.

We find unpersuasive the Appellants’ contention that the claim “effect[s] improvements in a technical field” in improving the “function of backend server processing of rewards programs by providing platform components that collapse or integrate processing of many different types of loyalty transactions without requiring internal changes or corresponding technical integration of any type in client systems.” Br. 18 (citing Spec. 1, l. 25–2, l. 17; 6, ll. 7–17; 7, ll. 13–27). This statement is unsupported; the Specification discusses no such improvement. The cited portions of the Specification discuss advantages of the invention that afford capability to collapse different programs and integrate points and currency, but no mention of any technology or platform for performing this “collapse,” i.e., combining of data. Rather, the improvement is

to make rewards extremely easy to redeem, which is accomplished, for example, by creating essentially a set of merchandise or inventory that is extremely broad and deep, so

that customers perceive they have essentially the world at their fingertips and can use the rewards currency provided by an embodiment of the invention anywhere they can use their cards.

Id. at 6, ll. 12–17. Additionally, no “backend” server is improved; rather, the Specification provides that “[i]n a ‘backend’ aspect of an embodiment of the invention, when the transaction information is received by the financial institution, it is split into its appropriate parts,” in that a financial server makes certain determinations, the merchant receives an authorization and knowledge, and the customer can use points as currency. *Id.* at 7, ll. 13–27. There is no indication in the Specification that any technologically novel or inventive hardware is required. *See Affinity Labs*, 838 F.3d at 1263; *see also Enfish*, 822 F.3d at 1336 (focusing on whether the claim is “an improvement to [the] computer functionality itself, not on economic or other tasks for which a computer is used in its ordinary capacity”). Receiving, determining, transmitting, correlating, and providing charging and credit data are all routine, well-understood, and conventional functions of a generic computer and merely require generic computer implementation. *See In re TLI Commc’ns LLC Patent Litig.*, 823 F.3d 607, 614 (Fed. Cir. 2016) (“These steps fall squarely within our precedent finding generic computer components insufficient to add an inventive concept to an otherwise abstract idea.”).

We find unpersuasive the Appellants’ argument that the claim is analogous to those of *DDR Holdings, LLC v. Hotels.com, L.P.*, 773 F.3d 1245 (Fed. Cir. 2014), because “the solution provided by [the Appellants’] claim[] is necessarily rooted in computer technology in order to overcome a problem specifically arising in the realm of computers instead of the ‘bricks and mortar’ context.” Br. 18.

In *DDR Holdings*, the Federal Circuit determined that the claims addressed the problem of retaining website visitors who, if adhering to the routine, conventional functioning of Internet hyperlink protocol, would be transported instantly away from a host's website after clicking on an advertisement and activating a hyperlink. *DDR Holdings*, 773 F.3d at 1257. The Federal Circuit, thus, held that the claims were directed to statutory subject matter because they claim a solution “necessarily rooted in computer technology in order to overcome a problem specifically arising in the realm of computer networks.” *Id.* The court cautioned that “not all claims purporting to address Internet-centric challenges are eligible for patent.” *Id.* at 1258. And the court contrasted the claims to those at issue in *Ultramercial*, in that, in *DDR Holdings*, the computer network was not operating in its “normal expected manner” and the claims did not “recite an invention that is . . . merely the routine or conventional use of the Internet.” *Id.* at 1258–59.

In contrast, there is no indication here that the claimed invention claims a solution “necessarily rooted in computer technology in order to overcome a problem specifically arising in the realm of computer networks.” *Id.* at 1257. The Appellants do not state what problem arising in computer technology the claim purportedly solves. As discussed above, the Specification provides that the claim addresses the problem regarding feasibility for users to redeem from a single account points from multiple accounts. *See* Spec. 1, ll. 15–20. Although the session is network-centric, the problem of having multiple payment accounts for payment is one that existed prior to the Internet. The solution requires conventional computers/servers and network operating in their normal capacities to

consolidate, receive, create, modify, generate, present, and check data, and to download an application. *See* Spec. 3, ll. 1–3. The claim recites an invention that is merely the routine or conventional use of the Internet to perform an abstract business practice. *DDR Holdings*, 773 F.3d at 1258–59.

We also find unpersuasive of Examiner error the Appellants’ argument that the claim “do[es] not conceivably carry a risk of pre-empting or entirely tying up any alleged ‘abstract idea’” because “the claim[] contain[s] numerous specific and detailed recitations such that the claim[] encompass[es] far less than an alleged ‘abstract idea.’” Br. 19. Although the Supreme Court has described “the concern that drives this exclusionary principle [i.e., the exclusion of abstract ideas from patent eligible subject matter] as one of pre-emption” (*see Alice*, 134 S. Ct. at 2354), characterizing pre-emption as a driving concern for patent eligibility is not the same as characterizing pre-emption as the sole test for patent eligibility. “The Supreme Court has made clear that the principle of preemption is the basis for the judicial exceptions to patentability” and “[f]or this reason, questions on preemption are inherent in and resolved by the § 101 analysis.” *Ariosa Diagnostics, Inc. v. Sequenom, Inc.*, 788 F.3d 1371, 1379 (Fed. Cir. 2015) (citing *Alice*, 134 S. Ct. at 2354). Although “preemption may signal patent ineligible subject matter, the absence of complete preemption does not demonstrate patent eligibility.” *Id.* That the claim may not preempt the abstract idea does not make it any less abstract. *OIP Techs. Inc. v. Amazon.com, Inc.*, 788 F.3d 1359, 1362–63 (Fed. Cir. 2015). Further, the “numerous specific and detailed recitations” (Br. 19) simply elaborate on the abstract idea, but “[n]one of these . . . individual steps, viewed ‘both

individually and ‘as an ordered combination,’ transform the nature of the claim into patent-eligible subject matter.” *Ultramercial*, 772 F.3d at 715.

Thus, we are not persuaded of Examiner error in rejecting claim 1 under 35 U.S.C. § 101, and we sustain the Examiner’s rejection of claim 1 and of claims 2–6 and 11–13, which fall with claim 1.

35 U.S.C. § 103 - Obviousness

The Appellants contend that the Examiner’s rejection of independent claims 1, 12, and 13 is in error because “none of the references describes, teaches or suggests consolidating single currency rewards units for a plurality of different reward programs of multiple different credit cards of a card member in a single currency rewards account of the card member,” as recited in limitation (a) of claim 1 and similarly recited in claims 12 and 13. Br. 21–22. We agree.

The Examiner relies on Strock, alone or in combination with Flitcroft, for teaching this consolidating step. Final Act. 7; Ans. 4 (citing Strock ¶¶ 30, 39, 58, Flitcroft ¶ 201, Fig. 9). The cited portions of Strock disclose a promotional rewards engine (“PRE”) that, through a bank, offers rewards programs to customers. Strock ¶ 30. By performing triggering behaviors such as credit card purchases and account activities, the customers can earn awards such as gifts cash rebates, frequent flyer miles. *Id.* The PRE enrolls customers in customer reward accounts that are created and stored in a database. *Id.* ¶ 39. Each reward account is associated with an existing customer account. *Id.* More than one reward account may be associated with each customer account, and each reward account may be associated with one or more rewards. *Id.* A program is set up as a set of accumulation

rules and redemption option and may define redemption items that may be single items, such as airline miles, or sets/collections, such as airline miles, travel packages, and merchant options. *Id.* ¶ 58. Paragraph 201 and Figure 9 of Flitcroft disclose a method of controlling the validity of a limited use credit card number whereby the credit card number is activated for specific transaction when specifically requested by the card holder.

We agree with the Appellants that the Examiner has not adequately shown, such that one of ordinary skill in the art would understand, how Strock, alone or in combination with Flitcroft, renders obvious consolidating reward units from a plurality of different reward programs into a single currency account. Although Strock discloses that a customer's reward account may be associated with more than one reward, one of ordinary skill in the art would not readily understand how associating the reward account with multiple rewards teaches consolidating multiple reward currency units into a single currency reward account. In other words, the Examiner does not adequately establish that associating an account with multiple rewards meets the claimed consolidating, in a single currency account, multiple single currency reward units of multiple programs.

Thus, we do not sustain the Examiner's obviousness rejection of independent claims 1, 12, and 13, and of dependent claims 2–6 and 11.

DECISION

The Examiner's rejection of claims 1–6 and 11–13 under 35 U.S.C. § 101 is AFFIRMED.

The Examiner's rejection of claims 1–6 and 11–13 under 35 U.S.C. § 103(a) is REVERSED.

Appeal 2017-000361
Application 11/090,677

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