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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte ROGER W. DINELLA

Appeal 2017-000390
Application 11/385,276
Technology Center 3600

Before BIBHU R. MOHANTY, BRADLEY B. BAYAT, and AMEE A. SHAH, *Administrative Patent Judges*.

SHAH, *Administrative Patent Judge*.

DECISION ON APPEAL[1]

The Appellant[2] appeals under 35 U.S.C. § 134(a) from the Examiner's decision rejecting claims 1, 2, and 4–9, which are all of the pending claims. We have jurisdiction under 35 U.S.C. § 6(b).

We AFFIRM.

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[1] Throughout this Decision, we refer to the Appellant's Appeal Brief ("Br.," filed Feb. 5, 2016) and Specification ("Spec.," filed Mar. 21, 2006), and to the Examiner's Answer ("Ans.," mailed July 28, 2016) and Final Office Action ("Final Act.," mailed Apr. 3, 2015).

[2] According to the Appellant, the real party in interest is American International Group, Inc. Br. 1.

STATEMENT OF THE CASE

The Appellant's "invention is directed to a novel business framework for enabling a non-physical injury tort victim to receive periodic future payments from the defendant of the tort claim(s) under a settlement agreement without undesired income tax consequences." Spec. ¶ 15.

Claim 1 (Br. 15 (Claims App.)) is the only independent claim on appeal, is representative of the subject matter on appeal, and is reproduced below (with added bracketing and paragraphing):

> 1. A computerized method of periodically transferring funds to a known claimant, comprising:
>
> [(a)] electronically executing a transfer of a pre-existing obligation
>
> > to make one or more known future periodic payments to the known claimant from a paying party to an unlimited liability entity via a processor in the absence of both a secondary guarantee and surety bond from the paying party with the known claimant as beneficiary,
> >
> > the future periodic payments comprising a non-qualified structured payment program,
> >
> > the unlimited liability entity receiving at least one payment from the paying party in exchange for assuming the pre-existing obligation,
> >
> > the unlimited liability entity being owned by a parent company,
> >
> > the pre-existing obligation transferred to the unlimited liability entity comprising an unsecured promise to make each future periodic payment to the claimant such that the known claimant does not constructively receive said one or more known future payments at the time the pre-existing obligation is transferred to the unlimited liability entity; and

> [(b)] after executing the transfer, electronically transferring funds from the unlimited liability entity to another party
>
> > to purchase an investment product to offset the pre-existing obligation and
> >
> > periodically electronically transferring funds from the unlimited liability entity to the claimant via a processor in accordance with the transferred pre-existing obligation.

REJECTIONS

Claims 1, 2, and 4–9 stand rejected under 35 U.S.C. § 101 as directed to non-statutory subject matter. Final Act. 10.

Claims 1, 2, and 6–9 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Appellant's Admitted Prior Art (hereafter "AAPA"), Fujihara et al. (US 2004/0128248 A1, pub. July 1, 2004) (hereafter "Fujihara"), and Ehrhart et al. (US 2006/0112009 A1, pub. May 25, 2006) (hereafter "Ehrhart"). *Id.* at 12.

Claims 4 and 5 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over AAPA, Fujihara, Ehrhart, and "Structured Settlement Services," available at web.archive.org, www.structuredsettlements.org, (last retrieved May 17, 2008) (hereinafter "Structured Settlement"). *Id.* at 18.

ANALYSIS

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

The Appellant argues claims 1, 2, and 4–9 as a group. *See* Br. 3, 7. We select claim 1 as representative of the group; claims 2 and 4–9 stand or fall with claim 1. *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).

Turning to the first step of the *Alice/Mayo* framework, the Examiner determines that the claim is directed to "meeting payment obligation contract compliance payment instructions for performing a money transfer," which is a fundamental economic practice. Final Act. 10. Conversely, the Appellant contends "[c]laim 1 is directed to a computerized method of periodically transferring funds to a known claimant." Br. 5.

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 claim as a whole "focus[es] on a specific means or method that improves the relevant technology" or is "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 "METHOD AND SYSTEM FOR MAKING TAXABLE STRUCTURED SETTLEMENT PAYMENTS." The invention "is directed to a novel business framework for enabling a non-physical injury tort victim to receive periodic future payments from the defendant of the tort claim(s) under a settlement agreement without undesired income tax consequences." Spec. ¶ 15. In the Background section, the Specification discusses that an existing problem with structured settlement payments for a non-physical tort injury is that many of them "do not qualify for tax-free treatment under the existing U.S. income tax law." *Id.* ¶ 6. The invention solves this problem by "provid[ing] a framework for structured payments for settlements for non-physical tort injuries that offers the benefits of structured payments while ensuring that the recipient of the payments is not required to pay tax upfront on the present value of the future payments." *Id.* ¶ 8.

Claim 1 provides for a "computerized method of periodically transferring funds to a known claimant," comprising the steps of "electronically executing a transfer of a pre-existing obligation to make one or more known future periodic payments" and "after executing the transfer, electronically transferring funds from the unlimited liability entity to another party." Br. 15 (Claims App.). The Specification does not provide details on the how, technologically, the steps of executing the transfers of obligations and funds are performed. In fact, the Specification does not mention a "computer" or "processor" to implement the method or any computerization of the method at all. The only mentions of a "system" are in the title of the invention and in originally filed claim 10, which claims a system comprising a parent company and an unlimited liability or partially owned company. *See* Spec. p. 10.

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 structure payment settlements so that up front tax payments are not required. In that context, considering the claim in light of the Specification and on its "character as a whole" (*Enfish, LLC v. Microsoft Corp.*, 822 F.3d 1327, 1335 (Fed. Cir. 2016)), the claim is directed to periodically transferring funds in accordance with obligations,[3] a fundamental economic practice that is performed manually. In this manner, the claim is similar 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

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

purchased goods"), and *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). Here, the claim involves nothing more than transferring data, without any particular inventive technology — an abstract idea. *See Electric Power Group, LLC v. Alstom S.A.*, 830 F.3d 1350, 1354 (Fed. Cir. 2016).

Turning to the second step of the *Alice*/*Mayo* framework, we agree with and adopt the Examiner's determination that the claim's limitations, taken individually or as an ordered combination, do not recite an inventive concept. *See* Final Act. 11; Ans. 4–7. We are unpersuaded by the Appellant's arguments to the contrary. *See* Br. 5–7.

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.'" *Alice*, 134 S. Ct. at 2355. (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,* 822 F.3d at 1335–36).

We find unpersuasive the Appellant's argument that the claim is patent-eligible because it "recites additional elements that amount to significantly more than a judicial exception. In that regard, claim 1 satisfies the machine-or-transformation test." Br. 5. The claim does not pass the machine-or-transformation test because the claim does not transform anything into a different article or thing nor is it not tied to any particular novel machine or apparatus; at best, it is tied to a general purpose computer. *See Ultramercial, Inc. v. Hulu, LLC*, 772 F.3d 709, 716–17 (Fed. Cir. 2014). The claim is not tied to a specific apparatus or machine, but merely recites that the obligations and funds are transferred "electronically" and "via a processor." Contrary to the Appellant's assertion, there is no "identif[ication of] particular devices and require[ments for] a particularly-programmed machine to carry out the recited steps." Br. 5. As discussed above, the Specification provides no description of any technology, including a processor, to perform the electronic transfer or even to be programmed. As such, at best, the claim requires the use of a generic computer performing in its ordinary and customary manner. This is not enough to find that claim 1 contains an inventive concept. *See Smart Systems*, 873 F.3d at 1375.

We also find unpersuasive the Appellant's argument that the claim is significantly more than an abstract idea, because it "includes steps and features that apply its claimed concepts to a new and useful end." Br. 6; *see also id.* at 7. The Appellant recites the limitations of the claim and simply states that "claim 1 provides a computer-implemented tool for periodically transferring funds to a known claimant which overcomes the noted problem in the art." *Id.* at 6; *see also id.* at 7. The Appellant does not provide further support or reasoning as to why or how the limitations of transferring data are not well-understood, routine, and conventional functions of a generic computer or how any technology is improved. As discussed above, there is no indication in the Specification that any technology is used, much less any requirement of technologically novel or inventive hardware. *See Affinity Labs of Texas, LLC v. DIRECTV, LLC*, 838 F.3d 1253, 1263 (Fed. Cir. 2016); *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"). We agree with the Examiner that

> [t]he claimed limitations are not directed toward a specific improvement to any form or type of technology, in existing but well-known environment, without any part of the claimed limitations that reflect an inventive solution to any presented by combining the two. The computer elements recited in the claim are not an integral part of the claim, as a human being could easily perform the claimed limitations.

Ans. 4. We note that the Appellant does not present reasoning or argument(s) as to why the Examiner's determinations regarding the Specification and the judicial decisions relied upon for support and evidence (*see id.* at 4–5) are incorrect.

We further find unpersuasive the Appellant's argument that the claim is significantly more than an abstract idea because "[t]he claimed solution is rooted in computer technology in order to satisfy persistent needs specifically arising in the field of structure settlement payments, namely providing protection against the risk of incurring unwanted tax consequences before actually receiving payments." Br. 6–7. "The risk of incurring unwanted tax consequences before actually receiving payments" (*id.*) is not a "problem specifically arising in the realm of computer networks." *DDR*

Holdings, LLC v. Hotels.com, L.P., 773 F.3d 1245, 1257 (Fed. Cir. 2014). And, the purported solution here of, at best, a generic processor, is not "necessarily rooted in computer technology." *Id.* at 1256. The inquiry is not whether there is a business/financial challenge resolved by the instant invention, but whether the challenge is one rooted in technology, or one where the proposed solution is merely using computers as a tool. *See id.*, *see also Enfish*, 822 F.3d at 1335–36. The Appellant does not present reasoning or argument(s) as to why the Examiner's determination (Ans. 6–7) that the problem addressed and the purported solution provided by the claimed invention do not meet that inquiry.

Thus, we are not persuaded that the Examiner erred in rejecting claim 1 under 35 U.S.C. § 101, and, therefore, we sustain the rejection of claim 1 and of claims 2 and 4–9, which fall with claim 1.

35 U.S.C. § 103 - Obviousness

The Appellant argues claims 1, 2, and 4–9 as a group. *See* Br. 12–13 (relying on the arguments for claim 1 for claims 2 and 4–9). We select claim 1 as representative of the group. The rejections of claims 2 and 4–9 stand or fall with claim 1. *See* 37 C.F.R. § 41.37(c)(1)(iv).

The Appellant contends that the Examiner's rejection of claim 1 is in error because "it would not have been obvious at the time of the instant invention to modify a conventional structured payment program with features from Fujihara and Ehrhart as proposed" (Br. 9), and because, "even assuming for the moment that such a combination is made, the proposed combination of references fails to yield the invention described in independent claim 1" (*id.*). We disagree with the Appellant's contention.

The Examiner finds that the Appellant's Specification at paragraphs 3 and 5 through 7 (hereinafter "AAPA") teaches executing a transfer of an obligation as recited in limitation (a) of claim 1 (*see* Final Act. 12) and transferring the funds after executing the transfer of the obligation as recited in limitation (b) of claim 1 (*see id.* at 13). The Examiner finds that the AAPA does not teach the transfers being performed electronically (*see id.*) and "does not explicitly teach unsecured promise to make a future payment that is not constructively received" (*id.* at 15).

The Examiner cites to *In re Venner*, 262 F.2d 91, 95 (CCPA 1958) as support that it would have been obvious to automate a manual practice, i.e., electronically transferring data. *Id.* at 13. The Examiner also cites to Fujihara for "electronically executing a transfer of a pre-existing obligation [trust account data]." *Id.* at 14 (citing Fujuhara Abstract, ¶¶ 15–21, Figs. 1–9). The Examiner determines that

> It would have been obvious to expand the teaching of [AAPA] for transfer of trust data to include the teaching of Fujihara for electronic data transfer since Fujihara provides motivation that there is a need for retrieval processing and the updating processing can be conducted independently from each other and in parallel to each other also occurs in a lot management of material or parts whose amount or number can be divided or merged regarding the same or one item (see para 0008-0015).

Id.

The Examiner further finds that the AAPA "does teach structured payment programs that encompass both qualified (tax free) and non-qualified payments (taxable)" (*id.* at 15), and that the AAPA cites to the tax codes and statutes. The Examiner thus determines that the AAPA's teaching that

> nonqualified payments create issues regarding the taxation of the payment and that based on the constructive receipt of the payment, the recipient incurs upfront tax liability of the present value of the future payments and that therefore, for tax purposes it is undesirable to the settlement payout for the recipient . . . provides some teaching, suggestion and motivation that would have led one of ordinary skill in the art to arrive as the claimed invention.

Id. The Examiner also cites to Ehrhart for the pre-existing obligation comprising an unsecured promise as recited in limitation (a). *Id.* (citing Ehrhart Abstract, ¶¶ 18, 37–39). The Examiner determines that one of ordinary skill in the art would modify the AAPA's obligations so that "payments received that are not tax exempt that it is desirable not to incur tax liability on present value" (*id.*) and to disburse future payments "in order to minimize credit risk of unsecured creditor and reduce tax liability," as taught by Ehrhart (Ans. 10). The Examiner also determines that "one of ordinary skill in the art would have recognized that applying the known technique would have yielded predictable results and resulted in an improved system." Final Act. 16. The Examiner further finds that "the claimed elements except for the insignificant activity of data transfer, are directed toward contractual obligation transfer and terms . . . [and c]ontractual transfer and terms are patent ineligible subject matter and therefore carry no patentable weight and therefore, is non-patentable." Ans. 16.

The Appellant argues "that one skilled in the art would not have been motivated to combine the various elements selected from the applied references as proposed in the pending Office Action," and that the Examiner uses hindsight. Br. 9. However, the Appellant does not address the Examiner's determinations that one of ordinary skill in the art would combine the references "in order to minimize credit risk of unsecured creditor and reduce tax liability," as taught by Ehrhart (Ans. 10), and so "the updating processing can be conducted independently from each other and in parallel to each other also occurs in a lot management of material or parts whose amount or number can be divided or merged regarding the same or one item," as taught by Fujihara (Final Act. 14; Ans. 8). As such, we find unpersuasive the Appellant's argument that the Examiner uses improper hindsight.

The Appellant argues that the Background section of the Specification "is not to be taken as an indication that any of the indicated problems were themselves appreciated in the art." Br. 10. To the extent the Appellant argues that the Background section of the Specification is not Appellant's Admitted Prior Art, we are unpersuaded. The Appellant's Specification provides that "[s]tructured settlement payments [with periodic payments] that qualify for tax exemption are *often* made through an 'assignment company'" whereby "the defendant or its liability insurer may transfer the obligation to make future payments through a 'qualified assignment' to the assignment company, which may be owned by a life insurance company" and the recipient of the compensation is issued a guarantee of the obligation. Spec. ¶ 5 (emphasis added). Due to the advantages of relieving the defendant of future responsibility for making, administration of, and record-keeping for periodic payments, "structured programs for tax-free settlement payments *have been widely used and have become a significant insurance market place, with 6 billion U.S. dollars of annuity premium written in 2005*." *Id.* (emphases added). Further, the Specification provides that "[s]tructured payment programs *have also been used* for settlement payments that do not qualify for tax-exempt treatment under the existing U.S. income tax law." *Id.* ¶ 6 (emphases added). And the Specification provides that there have been uncertainties whether "*[e]xisting* 'non-qualified' structured settlement payment programs" for non-physical tort injuries qualify for tax exemption. *Id.* ¶ 7 (emphasis added). Thus, the Appellant makes statements in the Specification that the prior art includes these structured settlement programs. "A statement in a patent that something is in the prior art is binding on the applicant and patentee for determinations of anticipation and obviousness." *Constant v. Advanced Micro-Devices, Inc.*, 848 F.2d 1560, 1570 (Fed. Cir. 1988) citing *In re Nomiya*, 509 F.2d 566, 571 (CCPA 1975).

The Appellant further argues that "[i]t is unclear why one skilled in the art would be motivated to modify an existing 'non-qualified' structured settlement payment program with the Fujihara method at all, much less in such a way as to arrive at the method recited in claim l," because "Fujihara is directed to account managing/settling systems and methods" and "Fujihara would not logically have commended itself to the Appellant's attention in considering the problem with which the inventor was involved." Br. 10–11. The Appellant makes similar argument regarding the prior art Ehrhard. Br. 11. The Appellant's arguments that Fujihara and Ehrhart are non-analogous art are unpersuasive.

Our reviewing court has set forth a two-prong test for determining whether a prior art reference is analogous: (1) whether the reference is from the same field of endeavor as the claimed invention, and (2) if the reference is not within the same field of endeavor, whether the reference is reasonably pertinent to the particular problem with which the inventor is involved. *In re*

Klein, 647 F.3d 1343 (Fed. Cir. 2011). Regarding the first prong, the Appellant does not explicitly state what the Appellant considers to be the field of endeavor (*see* Br. 10), but the Specification indicates that the field of endeavor is providing and managing financial accounts, i.e., structured settlement programs with periodic payments (*see* Spec. ¶¶ 1, 9, 15). Fujihara similarly provides for method for managing financial accounts. *See* Fujihara ¶¶ 5, 9–11. And, Ehrhart similarly provides for providing and managing financial accounts of deferred compensation with periodic payments. *See* Ehrhart ¶ 37. As such, both Fujihara and Ehrhart satisfy the first prong and are analogous art.

Regarding the second prong of the test, as the Examiner notes, Fujihara is relied on for the use of technology to electronically transfer data. Ans. 8. The Appellant does not state what problem the electronic transfer of data addresses such that we can evaluate whether Fujihara is not reasonably pertinent. As discussed above, the Specification is silent as to any use or purpose of any technology in performing the steps of the method. With respect to Ehrhart, the Appellant's Specification and Ehrhart both provide that their respective inventions address the problem of having payments taxed immediately and not receiving favorable tax treatment. *See* Spec. ¶¶ 1, 7, 8; Ehrhart ¶¶ 9, 10, 18–20. As such, Ehrhart also satisfies the second prong of the test.

The Appellant further argues

> the proposed combination fails to teach, suggest or otherwise render obvious a computerized method of periodically transferring funds to a known claimant that includes: electronically executing a transfer of a pre-existing obligation to make one or more known future periodic payments to the known claimant from a paying party to an unlimited liability entity via

> a processor ***in the absence of both a secondary guarantee and surety bond from the paying party*** with the known claimant as beneficiary, where the unlimited liability entity is owned by a parent company and the pre-existing obligation transferred to the unlimited liability entity comprises an unsecured promise to make each future periodic payment to the claimant ***such that the known claimant does not constructively receive said one or more known future payments at the time the pre-existing obligation is transferred to the unlimited liability entity*** [as recited in limitation (a)] and periodically electronically transferring funds from the unlimited liability entity to the claimant via a processor ***in accordance with the transferred pre-existing obligation***, as recited in [limitation (b) of]claim 1.

Br. 11–12.

Regarding limitation (a), the Appellant does not distinctly point out or provide sufficient evidence or technical reasoning why the Examiner's findings that the AAPA and Fujihara, and Erhart teach limitation (a) are in error. *See* 37 C.F.R. § 41.37(c)(iv) (2014) ("A statement which merely points out what a claim recites will not be considered an argument for separate patentability of the claim."); *see also In re Lovin*, 652 F.3d 1349, 1357 (Fed. Cir. 2011) ("[W]e hold that the Board reasonably interpreted Rule 41.37 to require more substantive arguments in an appeal brief than a mere recitation of the claim elements and a naked assertion that the corresponding elements were not found in the prior art."). Viewed as a whole, the Appellant's argument amounts to a recitation of the claim language, and a conclusory statement that the references do not meet the quoted claim language.

Other than seeking direct quotations of identical terminology, the Appellant has not identified error in the Examiner's interpretations of the cited references or the claim language (*see* Final Act. 12–16; Ans. 11–14).

The Appellant may well disagree with how the Examiner interpreted and applied the references, but the Appellant offers no substantive arguments to rebut the specific underlying factual findings made by the Examiner in support of the ultimate legal conclusion of obviousness. And we decline to examine the claims *sua sponte*, looking for distinctions over the prior art. *Cf. In re Baxter Travenol Labs.*, 952 F.2d 388, 391 (Fed. Cir. 1991) ("It is not the function of this court to examine the claims in greater detail than argued by an appellant, looking for [patentable] distinctions over the prior art.").

Regarding limitation (b), the Appellant argues that Ehrhart does not teach transferring funds in accordance with the transferred obligation because "Ehrhart teaches that their approach is only useful when combined with a 'rolling forward phase' in which initial payment dates are re-scheduled to a subsequent payment date, *see, e.g.*, Ehrhart, p. 4, ¶ [0037]; Fig. 3." Br. 12. This argument is unpersuasive because the Appellant attacks Ehrhart individually when the rejection is based on a combination of the references. The test for obviousness is not what any one reference would have suggested, but rather what the combined teachings of the references would have suggested to those of ordinary skill in the art. *See In re Keller*, 642 F.2d 413, 426 (CCPA 1981). "[O]ne cannot show non-obviousness by attacking references individually where, as here, the rejections are based on combinations of the references." *Id.* As discussed above, the Examiner relies of the AAPA for teaching transferring funds in accordance with the transferred existing obligation, on Fujihara for the transfer being performed electronically, and on Ehrhart for some of the details of the obligation. Final Act. 13–16.

Thus, we are not persuaded that the Examiner erred in rejecting claim 1 under 35 U.S.C. § 103(a). We therefore sustain the rejection of claim 1 and the rejections of claims 2 and 4–9, which fall with claim 1.

DECISION

The Examiner's rejection of claims 1, 2, and 4–9 under 35 U.S.C. § 101 is AFFIRMED.

The Examiner's rejections of claims 1, 2, and 4–9 under 35 U.S.C. § 103 are 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)(1)(iv).

AFFIRMED