UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
13/288,223	11/03/2011	Lee AMAITIS	10-2295	1410

63710 7590 12/18/2018		
INNOVATION DIVISION		
CANTOR FITZGERALD, L.P.		
110 EAST 59TH STREET (6TH FLOOR)		
NEW YORK, NY 10022		

EXAMINER
ALLADIN, AMBREEN A

ART UNIT	PAPER NUMBER
3693	

NOTIFICATION DATE	DELIVERY MODE
12/18/2018	ELECTRONIC

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.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

patentdocketing@cantor.com
lkorovich@cantor.com
phowe@cantor.com

UNITED STATES PATENT AND TRADEMARK OFFICE

_____

BEFORE THE PATENT TRIAL AND APPEAL BOARD

_____

Ex parte LEE AMAITIS and PAUL WILLIAMS

_____

Appeal 2017-004014
Application 13/288,223
Technology Center 3600

_____

Before ANTON W. FETTING, MICHAEL C. ASTORINO, and
BRUCE T. WIEDER, *Administrative Patent Judges.*

FETTING, *Administrative Patent Judge.*

DECISION ON APPEAL

STATEMENT OF THE CASE[1]

Lee Amaitis and Paul Williams (Appellants) seek review under
35 U.S.C. § 134 of a final rejection of claims 1–22 and 25–30, the only
claims pending in the application on appeal. We have jurisdiction over the
appeal pursuant to 35 U.S.C. § 6(b).

The Appellants invented a way of wagering. Specification para. 2.

_____

[1] Our decision will make reference to the Appellants' Appeal Brief ("App.
Br.," filed April 19, 2016) and Reply Brief ("Reply Br.," filed January 4,
2017), and the Examiner's Answer ("Ans.," mailed November 4, 2016), and
Final Action ("Final Act.," mailed March 31, 2015).

An understanding of the invention can be derived from a reading of exemplary claim 1, which is reproduced below (bracketed matter and some paragraphing added).

1. A method comprising:

[1] establishing, by a computing device,

a first account from which a player may make first wagers associated with a first gaming operator but not a second gaming operator;

[2] establishing, by a computing device,

a second account from which a player may make second wagers associated with the second gaming operator but not the first gaming operator;

[3] presenting, by the computing device,

information to the player identifying a balance in the first account;

[4] in response to the indication that the at least the portion is available, storing, by the computing device,

information identifying that the at least the portion has been pre-permissioned for transfer;

[5] presenting, by the computing device,

a user interface to the player through which the player may request a transfer of money between the first account and the second account;

[6] receiving, by the computing device,

a request to transfer a first amount of money from the first account to the second account;

[7] determining, by the computing device,

that the amount of money is less than or equal to the at least the portion in response to receiving the request to transfer;

and

[8] in response to determining that the amount is less than or equal to the at least the portion, transferring, by the computing device,

the amount of money from the first account to the second account.

The Examiner relies upon the following prior art:

Paravia	US 6,811,488 B2	Nov. 2, 2004
Martin	US 2008/0026829 A1	Jan. 31, 2008
Jorasch	US 2008/0132329 A1	June 5, 2008

Claims 1–22 and 25–30 stand rejected under 35 U.S.C. § 101 as directed to a judicial exception without significantly more.

Claims 1–22 and 25–30 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Jorasch, Paravia, and Martin.

ISSUES

The issues of eligible subject matter turn primarily on whether the claims recite more than abstract conceptual advice of what a computer is to provide without implementation details.

The issues of obviousness turn primarily on whether the art describes the claim limitations and one of ordinary skill would have combined the art to meet the limitations.

FACTS PERTINENT TO THE ISSUES

The following enumerated Findings of Fact (FF) are believed to be supported by a preponderance of the evidence.

Facts Related to the Prior Art

Jorasch

01. Jorasch is directed to reinvestment of payouts at a gaming device, for example, a slot machine. More specifically, embodiments relate to manual and automatic reinvestment of payouts from a first game into a second game. Jorasch para. 12.

02. Jorasch describes the term "reinvestment configuration" as a condition (e.g., a reinvestment condition), situation, preset, etc. in which all or a portion of a payout for a first game may be directly or indirectly reinvested as a wager on a second game. The first and second games may comprise different plays or rounds of the same game or game type, and may also be different sub-games, e.g., paylines, of a single game. A condition or configuration may be "triggered" or "activated," for example by an event or occurrence. Jorasch para. 18.

03. Jorasch describes a payout from a first wagering game being reinvested into play of a second wagering game. All or a portion of the payout may be reinvested, and the reinvestment may be automatic. Reinvestment options, such as the amount of a payout to reinvest, may be determined in advance or at the time of

reinvestment, and may be determined by a player of the wagering games or by a game owner or operator. Jorasch para. 21.

04. Jorasch describes a slot machine automatically transferring all or a portion of a payout from a first payline and/or game to a separate credit balance that is associated with a different payline and/or game. In other words, a portion of the payout may be designated to be reinvested only for play of a different payline and/or game apart from the payline and/or game on which the payout was won. Jorasch para. 22.

05. Jorasch describes a user selecting options for reinvestment of payouts from a plurality of such options (e.g., how and/or when payouts are reinvested at a gaming device). These options may also be stored, e.g., at a gaming device. In one embodiment, reinvestment is automatically executed based on any previously selected option(s). For example, at least a portion of a payout for a first payline is allocated to a second payline in accordance with the stored rules. Jorasch para. 25.

06. Jorasch describes a reinvestment configuration being determined, followed by play of a first game. If the player wins the first game, a payout is provided to an account. After payout is provided to the account, a determination is made whether to allow play of a second game based on the reinvestment configuration. The second game is played using at least a portion of the payout from the first game. If the player wins the second game, a payout for the second game is provided to an account. The two accounts

of the two games may be the same account, or may be different accounts. Jorasch para. 29.

07.   Jorasch describes the payout as being recorded in a benefit output device comprising multiple credit meter balances associated with different games or portions of a game. Alternately, the gaming device may credit a monetary amount to a financial account associated with a player as a benefit provided to a player. The financial account may be, for example, a credit card account, a debit account, a charge account, a checking account, and/or a casino account. Jorasch para. 84.

Paravia

08.   Paravia is directed to providing interactive gaming using computer resources. Paravia 1:11–13.

09.   Paravia describes various players accessing the automated gaming system from remote locations. Paravia 2:3–8.

Martin

10.   Martin is directed to cashless computer-controlled games. Martin para. 3.

11.   Martin describes using a monitoring system with the capability to disable a player terminal, for example, if fraud is suspected or for maintenance. This embodiment may be used to comply with laws in jurisdictions that require strict supervision and control over games. This type of embodiment also reduces the risk to game operators that provide games at remote locations. Martin para. 74.

ANALYSIS

Claims 1–22 and 25–30 rejected under 35 U.S.C. § 101 as directed to a
judicial exception without significantly more

Method claim 1 recites establishing two accounts, presenting balance data, receiving indication data, storing portion data, presenting a user interface for query, receiving a transfer request, determining whether amount data meet criteria, and transferring funds if the criteria are met. Thus, claim 1 recites receiving, analyzing, modifying, displaying, and transmitting data. None of the limitations recite implementation details for any of these steps, but instead recite functional results to be achieved by any and all possible means. Data retrieval, analysis, modification, display, and transmission are all generic, conventional data processing operations to the point they are themselves concepts awaiting implementation details. The sequence of data reception-analysis-modification-display-transmission is equally generic and conventional. The ordering of the steps is therefore ordinary and conventional. The remaining claims merely describe parameters, fields of use, and balance adjustments, with no implementation details.

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.*, 566 U.S. 66 (2012)).

To perform this test, we must first determine whether the claims at issue are directed to a patent-ineligible concept. The Examiner finds the claims directed to using accounts for wagering purposes. Final Act. 2.

Although the Court in *Alice* made a determination as to what the claims were directed to, we find that this case's claims themselves and the Specification provide enough information to inform one as to what they are directed to.

The preamble to claim 1 does not recite what it is directed to, but the steps in claim 1 result in transferring funds between accounts absent any technological mechanism other than a conventional computer for doing so. The Specification at paragraph 2 recites that the invention relates to wagering. Thus, all this evidence shows that claim 1 is directed to transferring funds for wagers, i.e., funding wagers. This is consistent with the Examiner's finding.

It follows from prior Supreme Court cases, and *Bilski* (*Bilski v Kappos*, 561 U.S. 593 (2010)) in particular, that the claims at issue here are directed to an abstract idea. Like the risk hedging in *Bilski*, the concept of funding wagers is a fundamental economic practice long prevalent in our system of commercial entertainment. The use of funding wagers is also a building block of ingenuity in the gambling industry. Thus, funding wagers, like

hedging, is an "abstract idea" beyond the scope of § 101. *See Alice Corp. Pty. Ltd.* at 2356.

As in *Alice Corp. Pty. Ltd.*, we need not labor to delimit the precise contours of the "abstract ideas" category in this case. It is enough to recognize that there is no meaningful distinction in the level of abstraction between the concept of risk hedging in *Bilski* and the concept of funding wagers at issue here. Both are squarely within the realm of "abstract ideas" as the Court has used that term. *See Alice Corp. Pty. Ltd.* at 2357.

Further, claims involving data collection, analysis, and display are directed to an abstract idea. *Elec. Power Grp. v. Alstom S.A.,* 830 F.3d 1350, 1353 (Fed. Cir. 2016) (holding that "collecting information, analyzing it, and displaying certain results of the collection and analysis" are "a familiar class of claims 'directed to' a patent ineligible concept"); *see also In re TLI Commc'ns LLC Patent Litig.,* 823 F.3d 607, 611 (Fed. Cir. 2016); *FairWarning IP, LLC v. Iatric Sys., Inc.,* 839 F.3d 1089, 1093–94 (Fed. Cir. 2016). Claim 1, unlike the claims found non-abstract in prior cases, uses generic computer technology to perform data retrieval, analysis, modification, display, and transmission and does not recite an improvement to a particular computer technology. *See, e.g., McRO, Inc. v. Bandai Namco Games Am. Inc.,* 837 F.3d 1299, 1314–15 (Fed. Cir. 2016) (finding claims not abstract because they "focused on a specific asserted improvement in computer animation"). As such, claim 1 is directed to the abstract idea of receiving, analyzing, modifying, displaying, and transmitting data.

The remaining claims merely describe parameters, fields of use, and balance adjustments. We conclude that the claims at issue are directed to a patent-ineligible concept.

The introduction of a computer into the claims does not alter the analysis at Mayo step two.

> the mere recitation of a generic computer cannot transform a patent-ineligible abstract idea into a patent-eligible invention. Stating an abstract idea "while adding the words 'apply it'" is not enough for patent eligibility. Nor is limiting the use of an abstract idea "'to a particular technological environment.'" Stating an abstract idea while adding the words "apply it with a computer" simply combines those two steps, with the same deficient result. Thus, if a patent's recitation of a computer amounts to a mere instruction to "implemen[t]" an abstract idea "on . . . a computer," that addition cannot impart patent eligibility. This conclusion accords with the preemption concern that undergirds our §101 jurisprudence. Given the ubiquity of computers, wholly generic computer implementation is not generally the sort of "additional featur[e]" that provides any "practical assurance that the process is more than a drafting effort designed to monopolize the [abstract idea] itself."

Alice Corp. Pty. Ltd., 134 S. Ct. at 2358 (citations omitted).

"[T]he relevant question is whether the claims here do more than simply instruct the practitioner to implement the abstract idea [] on a generic computer." *Alice Corp. Pty. Ltd.,* 134 S. Ct. at 2359. They do not.

Taking the claim elements separately, the function performed by the computer at each step of the process is purely conventional. Using a computer for receiving, analyzing, modifying, displaying, and transmitting data amounts to electronic data query and retrieval—one of the most basic functions of a computer. All of these computer functions are well-understood, routine, conventional activities previously known to the industry. *See Elec. Power Grp. v. Alstom S.A., supra.* *See also In re Katz Interactive Call Processing Patent Litigation,* 639 F.3d 1303, 1316 (Fed.Cir.2011)("Absent a possible narrower construction of the terms

'processing,' 'receiving,' and 'storing,' . . . those functions can be achieved by any general purpose computer without special programming"). In short, each step does no more than require a generic computer to perform generic computer functions. As to the data operated upon, "even if a process of collecting and analyzing information is 'limited to particular content' or a particular 'source,' that limitation does not make the collection and analysis other than abstract." *SAP America Inc. v. InvestPic LLC*, 898 F.3d 1161, 1168 (Fed. Cir. 2018). The fact that the data may represent funds does not alter this analysis, as the cases cited *supra* treat such data as equally abstract.

Considered as an ordered combination, the computer components of Appellants' method add nothing that is not already present when the steps are considered separately. The sequence of data reception-analysis-modification-display-transmission is equally generic and conventional or otherwise held to be abstract. *See Ultramercial, Inc. v. Hulu, LLC*, 772 F.3d 709, 715 (Fed. Cir. 2014) (sequence of receiving, selecting, offering for exchange, display, allowing access, and receiving payment recited an abstraction), *Inventor Holdings, LLC v. Bed Bath & Beyond, Inc.*, 876 F.3d 1372, 1378 (Fed. Cir. 2017) (sequence of data retrieval, analysis, modification, generation, display, and transmission), *Two-Way Media Ltd. v. Comcast Cable Communications, LLC*, 874 F.3d 1329, 1339 (Fed. Cir. 2017) (sequence of processing, routing, controlling, and monitoring). The ordering of the steps is therefore ordinary and conventional.

Viewed as a whole, Appellants' method claims simply recite the concept of funding wagers as performed by a generic computer. To be sure, the claims recite doing so by advising one to use a separate account for funding and placing funds there as available. But this is no more than abstract

conceptual advice on the parameters for such funding wagers and the generic computer processes necessary to process those parameters, and do not recite any particular implementation.

The method claims do not, for example, purport to improve the functioning of the computer itself. Nor do they effect an improvement in any other technology or technical field. The Specification spells out different generic equipment[2] and parameters that might be applied using this concept and the particular steps such conventional processing would entail based on the concept of funding wagers under different scenarios. It does not describe any particular improvement in the manner a computer functions. Instead, the claims at issue amount to nothing significantly more than an instruction to apply the abstract idea of funding wagers using some unspecified, generic computer. Under our precedents, that is not enough to transform an abstract idea into a patent-eligible invention. *See Alice Corp. Pty. Ltd.* at 2360.

As to the structural claims, they

> are no different from the method claims in substance. The method claims recite the abstract idea implemented on a generic computer; the system claims recite a handful of generic computer components configured to implement the same idea. This Court has long "warn[ed] ... against" interpreting § 101 "in ways that make patent eligibility 'depend simply on the draftsman's art.'

Alice Corp. Pty. Ltd. at 2360.

---

[2] The Specification describes using general purpose computers. Spec. paras. 184–185.

As to Appellants' Appeal Brief arguments, we adopt the Examiner's determinations and analysis from Final Action at pages 2–3 and Answer at pages 35–46 and reach similar legal conclusions. We now turn to the Reply Brief.

We are not persuaded by Appellants' argument that the cases Examiner cites to support the determination that the claims are directed to an abstract idea actually support that determination. Reply Br. 8–10. First, accounts *per se* are mental abstractions, as are funds data stored in such accounts. Each of accounts and funds exist only in the minds of the beholders. This is supported by court precedent, as in storing funds in bank accounts.

> The claims of the asserted patents are drawn to the abstract idea of 1) collecting data, 2) recognizing certain data within the collected data set, and 3) storing that recognized data in a memory. The concept of data collection, recognition, and storage is undisputedly well-known. Indeed, humans have always performed these functions. And banks have, for some time, reviewed checks, recognized relevant data such as the amount, account number, and identity of account holder, and stored that information in their records.

Content Extraction and Transmission LLC v. Wells Fargo Bank, 776 F.3d 1343, 1347 (2014).

We are not persuaded by Appellants' argument that the claims would not preempt the idea. Reply Br. 9. "Where a patent's claims are deemed only to disclose patent ineligible subject matter under the *Mayo* [*/Alice*] framework, as they are in this case, preemption concerns are fully addressed and made moot." *Ariosa Diagnostics, Inc. v. Sequenom, Inc.,* 788 F.3d 1371, 1379 (Fed. Cir. 2015).

We are not persuaded by Appellants' argument that the Examiner still has presented no evidence that the claims are routine and conventional. Reply Br. 10. We support such determinations *supra.*

Appellants further argue that the asserted claims are akin to the claims found patent-eligible in *DDR Holdings, LLC v. Hotels.com, L.P.* 773 F.3d 1245 (Fed. Cir. 2014). Reply Br. 10–11. In *DDR Holdings,* the Court evaluated the eligibility of claims "address[ing] the problem of retaining website visitors that, if adhering to the routine, conventional functioning of Internet hyperlink protocol, would be instantly transported away from a host's website after 'clicking' on an advertisement and activating a hyperlink." *Id.* at 1257. There, the Court found that the claims were patent eligible because they transformed the manner in which a hyperlink typically functions to resolve a problem that had no "pre-Internet analog." *Id.* at 1258. The Court cautioned, however, "that not all claims purporting to address Internet-centric challenges are eligible for patent." *Id.* For example, in *DDR Holdings* the Court distinguished the patent-eligible claims at issue from claims found patent-ineligible in *Ultramercial. See id.* at 1258–59 (citing *Ultramercial,* 772 F.3d 709, 715–16 (Fed. Cir. 2014)). As noted there, the *Ultramercial* claims were "directed to a specific method of advertising

and content distribution that was previously unknown and never employed on the Internet before." *Id.* at 1258 (quoting *Ultramercial*, 772 F.3d at 715–16). Nevertheless, those claims were patent ineligible because they "merely recite[d] the abstract idea of 'offering media content in exchange for viewing an advertisement,' along with 'routine additional steps such as updating an activity log, requiring a request from the consumer to view the ad, restrictions on public access, and use of the Internet.'" *Id.*

Appellants' asserted claims are analogous to claims found ineligible in *Ultramercial* and distinct from claims found eligible in *DDR Holdings*. The ineligible claims in *Ultramercial* recited "providing [a] media product for sale at an Internet website;" "restricting general public access to said media product;" "receiving from the consumer a request to view [a] sponsor message;" and "if the sponsor message is an interactive message, presenting at least one query to the consumer and allowing said consumer access to said media product after receiving a response to said at least one query." 772 F.3d at 712. Similarly, Appellants' asserted claims recite receiving, analyzing, modifying, displaying, and transmitting data. This is precisely the type of Internet activity found ineligible in *Ultramercial*.

We are not persuaded by Appellants' argument that the transfer of money electronically among funds in a highly regulated and risky environment is a contemporary problem that does not have a brick and mortar analogy. Reply Br. 11. This argument is not commensurate with the scope of the invention which does not recite either regulation or risk. Transfer of funds between accounts is no more than copying and deleting

data representing such funds in the memory locations representing such accounts. These are primitive and conventional computer operations.

We are not persuaded by Appellant's argument that the claims contain an inventive concept that is also found in the specific ordered combination of the limitations, similar to the Federal Circuit's findings in *BASCOM* (*BASCOM Global Internet v. AT&T Mobility LLC*, 827 F.3d 1341 (Fed. Cir. 2016)). Reply Br. 11. Initially, we remind Appellant that *BASCOM* did not find claims eligible on the substance, but rather that the Appellees did not provide sufficient evidence to support a 12(b)(6) motion to dismiss in which facts are presumed in the non-movant's favor. More to the point, this argument is entirely conclusory with no supporting facts and analysis.

Claims 1–22 and 25–30 rejected under 35 U.S.C. § 103(a) as unpatentable over Jorasch, Paravia, and Martin

We adopt the Examiner's determinations and analysis from Final Action at pages 3–26 and Answer at pages 3–34 and reach similar legal conclusions. We now turn to the Reply Brief.

We are not persuaded by Appellants' argument that the Examiner fails to follow compulsory examination procedure. Reply Br. 2. Relief from improper examination procedure is by petition to the Director. *See* MPEP § 1002.02(c), item 3 and § 1201. Thus, the relief sought by the Appellant would have been properly presented by a petition to the Director under 37 C.F.R. § 1.181 instead of by appeal to this Board.

We are not persuaded by Appellants' argument that the Examiner cites art that teaches away from the claim. Reply Br. 2. Appellants contend "the paragraphs . . . do not teach or suggest a second gaming operator . . . the prior art actually teaches that those devices are at a single gaming operator."

This is not a contention that the prior art disparages the claimed subject matter.

> A reference may be said to teach away when a person of ordinary skill, upon reading the reference, would be discouraged from following the path set out in the reference, or would be led in a direction divergent from the path that was taken by the applicant. The degree of teaching away will of course depend on the particular facts; in general, a reference will teach away if it suggests that the line of development flowing from the reference's disclosure is unlikely to be productive of the result sought by the applicant.

In re Gurley, 27 F.3d 551, 553 (Fed. Cir. 1994).

In any event, the Examiner applies Paravia for wagers in games between two players. Claim 1 recites that the same player makes wagers with first and second gaming operators. Thus the first and second operators are on the opposite side of the bet. The player uses the first account to wager with the first operator and the second account to wager with the second operator. It is the wagers, not the accounts, that are associated with the first and second operators ("may make first wagers associated with a first gaming operator"). This is consistent with Jorasch referring to the same player in the first and second game. Paravia shows it was at least predictable for the player to switch opponents between games.

We are not persuaded by Appellants' argument that the Examiner fails to make a prima facie showing of an indication that at least a portion of the balance is available for transfer to the second account. Reply Br. 3. Jorasch describes the amount of a payout to reinvest being determined at the time of reinvestment by a player of the wagering games, and that the amount is all or a portion of the payout, and that the reinvestment may be into a second account. As the player determines how much to reinvest at the time of

reinvestment, which occurs after a payout, Jorasch necessarily provides some means for doing so, and that it is possible, indicating that at least a portion of the payout is available for transfer. As the payout is placed in a first account, this is necessarily an indication that at least a portion is available for transfer to the second account.

We are not persuaded by Appellants' argument that the Examiner fails to make a prima facie showing of a user interface to the player through which the player may request a transfer of money between the first account and the second account. Reply Br. 4. We determined *supra* that Jorasch describes some means for the player determining how much to reinvest at the time of reinvestment, which occurs after a payout. As any such means is a mechanism for allowing the player to communicate with the game, this falls within the scope of an interface. And as the claim does not recite or narrow the manner of implementation for the request, the option the player makes at that time is within the scope of such a request for the game to follow the player's selection.

We are not persuaded by Appellants' argument that

> These interfaces show a reinvestment amount from a payout of a first game into a second account in response to a win of the first game. But there is no way for a user in these interfaces to request that money be transferred from one account to another account. In fact, no money movement happens after a user establishes a reinvestment scheme until the user actually wins a first game. Then money is made available to play the second game. This is not a transfer between two accounts or an interface through which a user may request such a transfer

Reply Br. 4. Jorasch describes a slot machine automatically transferring all or a portion of a payout from a first payline and/or game to a separate credit balance that is associated with a different payline and/or game. In other

words, a portion of the payout may be designated to be reinvested only for play of a different payline and/or game apart from the payline and/or game on which the payout was won. As the claims do not recite or narrow the implementation for the recited accounts, such player paylines, which are recorded amounts assigned to the player, are within the scope of accounts. An account is no more than an identifiable record.

The arguments as to the remaining claims only refer back to the Appeal Brief arguments, for which we adopted the Examiner's response supra.

CONCLUSIONS OF LAW

The rejection of claims 1–22 and 25–30 under 35 U.S.C. § 101 as directed to a judicial exception without significantly more is proper.

The rejection of claims 1–22 and 25–30 under 35 U.S.C. § 103(a) as unpatentable over Jorasch, Paravia, and Martin is proper.

DECISION

The rejection of claims 1–22 and 25–30 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) (2011).

AFFIRMED