UNITED STATES PATENT AND TRADEMARK OFFICE

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UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

_____

Ex parte ELIZABETH VINYARD

_____

Appeal 2017-006879
Application 11/210,141
Technology Center 3600

_____

Before JOSEPH L. DIXON, MATTHEW J. McNEILL, and
STEVEN M. AMUNDSON, *Administrative Patent Judges.*

AMUNDSON, *Administrative Patent Judge.*

DECISION ON APPEAL

Appellant[1] seeks our review under 35 U.S.C. § 134(a) from a final
rejection of claims 15–17, 20–24, and 46–63, i.e., all pending claims. We
have jurisdiction under 35 U.S.C. § 6(b).

We affirm.

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[1] Appellant identifies the real party in interest as American International
Group, Inc. Br. 1.

STATEMENT OF THE CASE

The Invention

According to the Specification, the invention "relates generally to reinsurance, and in particular to a computer-assisted method and system for processing reinsurance transactions." Spec. ¶ 1.[2] The Specification explains that "[t]he computer-assisted transaction processing integrates applicable obligatory treaties and facultative obligatory treaties in the risk evaluation process, and allows the user to select and apply treaties to the reinsurance calculations." *Id.* ¶ 8, Abstract.

Exemplary Claim

Independent claim 15 exemplifies the claims at issue and reads as follows (with formatting added for clarity):

> 15. A system for a cedent to process reinsurance transactions for a risk, comprising:
>
> > a communication network;
> >
> > a computer server connected to the communication network;
> >
> > a database containing data representing risks, treaties and facultative reinsurance, the database connected to the computer server through the communication network;
> >
> > a user interface device connected to the computer server through the communication network;
> >
> > a physical, non-transitory computer-readable-medium bearing computer-executable instructions including a reinsurance module,

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[2] This decision uses the following abbreviations: "Spec." for the Specification, filed August 23, 2005; "Final Act." for the Final Office Action, mailed March 10, 2016; "Br." for the Appeal Brief, filed October 10, 2016; and "Ans." for the Examiner's Answer, mailed January 31, 2017.

the computer server being configured to execute the reinsurance module,

the reinsurance module being programmed to perform steps of

identifying a list of existing treaties potentially applicable to the risk by applying at least one filter to a pool of available treaties,

presenting through the user interface device the list of treaties in a worksheet to a user for selecting treaties to be applied to the risk,

automatically selecting each obligatory treaty in the list of treaties to apply to the risk,

receiving through the user interface device the user's selection of any facultative obligatory treaties in the list of treaties to apply to the risk,

generating layoff allocation data for the risk based upon the selected treaties, and

displaying through the user interface device the layoff allocation data according to a plurality of layers associated with the risk in a layoff allocation table summarizing the layoff allocation for each layer of the risk.

Br. 19 (Claims App.).

The Prior Art Supporting the Rejections on Appeal

As evidence of unpatentability under 35 U.S.C. § 103(a), the Examiner relies on the following prior art:

Steinmann	US 2003/0083908 A1	May 1, 2003
Scannell	US 2005/0192881 A1	Sept. 1, 2005 (filed Feb. 3, 2005)
Klaus	US 7,080,020 B1	July 18, 2006 (filed Jan. 4, 2000)

Appeal 2017-006879
Application 11/210,141

The Rejections on Appeal

Claims 15–17, 20–24, and 46–63 stand rejected under 35 U.S.C. § 101 as directed to patent-ineligible subject matter. Final Act. 3–15.

Claims 15–17, 20–24, and 46–63 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Klaus, Scannell, and Steinmann. Final Act. 16–27.

ANALYSIS

We have reviewed the rejections in light of Appellant's arguments that the Examiner erred. For the reasons explained below, we concur with the Examiner's conclusions concerning ineligibility under § 101 and unpatentability under § 103(a). We adopt the Examiner's findings and reasoning in the Final Office Action (Final Act. 3–27) and Answer (Ans. 2–11). We add the following to address and emphasize specific findings and arguments.

The § 101 Rejection of Claims 15–17, 20–24, and 46–63

INTRODUCTION

The Patent Act defines patent-eligible subject matter broadly: "Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title." 35 U.S.C. § 101. In *Mayo Collaborative Services v. Prometheus Laboratories, Inc.*, 566 U.S. 66, 70 (2012), and *Alice Corp. v. CLS Bank International*, 134 S. Ct. 2347, 2354 (2014), the Supreme Court explained that § 101 "contains an important implicit exception" for laws of nature, natural phenomena, and abstract ideas. *See Diamond v.*

Diehr, 450 U.S. 175, 185 (1981). In *Mayo* and *Alice*, the Court set forth a two-step analytical framework for evaluating patent-eligible subject matter: First, "determine whether the claims at issue are directed to" a patent-ineligible concept, such as an abstract idea. *Alice*, 134 S. Ct. at 2355. If so, "consider the elements of each claim both individually and 'as an ordered combination' to determine whether the additional elements" add enough to transform the "nature of the claim" into "significantly more" than a patent-ineligible concept. *Id.* at 2355, 2357 (quoting *Mayo*, 566 U.S. at 79); *see Affinity Labs of Tex., LLC v. DIRECTV, LLC*, 838 F.3d 1253, 1257 (Fed. Cir. 2016).

Step one in the *Mayo/Alice* framework involves looking at the "focus" of the claims at issue and their "character as a whole." *Elec. Power Grp., LLC v. Alstom S.A.*, 830 F.3d 1350, 1353 (Fed. Cir. 2016); *Enfish, LLC v. Microsoft Corp.*, 822 F.3d 1327, 1335 (Fed. Cir. 2016). Step two involves the search for an "inventive concept." *Alice*, 134 S. Ct. at 2355; *Elec. Power Grp.*, 830 F.3d at 1353. An "inventive concept" requires more than "well-understood, routine, conventional activity already engaged in" by the relevant community. *Rapid Litig. Mgmt. Ltd. v. CellzDirect, Inc.*, 827 F.3d 1042, 1047 (Fed. Cir. 2016) (quoting *Mayo*, 566 U.S. at 79–80). But "an inventive concept can be found in the non-conventional and non-generic arrangement of known, conventional pieces." *BASCOM Global Internet Servs., Inc. v. AT&T Mobility LLC*, 827 F.3d 1341, 1350 (Fed. Cir. 2016). Under step two, "an inventive concept must be evident in the claims." *RecogniCorp, LLC v. Nintendo Co.*, 855 F.3d 1322, 1327 (Fed. Cir. 2017).

MAYO/ALICE STEP ONE

The Examiner determines that the claims are directed to an abstract idea, i.e., "performing reinsurance transaction processing for a risk" and "generating layoff allocation data based on selected treaties for reinsuring risk." Final Act. 6 (citing Spec. ¶¶ 2–3); Ans. 3–4 (citing Spec. ¶¶ 2–3). The Examiner explains that (1) "applying treaties for reinsuring risk [is] a fundamental economic practice of creating an agreement between people or parties for reinsurance" and (2) "the claims also encompass organizing a human activity, such as managing an insurance policy . . . and generating rules based tasks for processing" reinsurance arrangements. Final Act. 7, 13; Ans. 2, 4. The Examiner additionally determines that a human could accomplish the abstract idea "by hand or thinking." Final Act. 9, 14–15; Ans. 6, 8.

Appellant asserts that "[w]ithout acquiescing in any way to the conclusion . . . that the claims are directed to 'an abstract idea of performing reinsurance transaction processing for a risk,'" the claims include "additional features that ensure the claims are more than a drafting effort designed to monopolize an abstract idea." Br. 5. But Appellant makes no arguments that the Examiner erred under *Mayo/Alice* step one. *Id.* at 4–9.

MAYO/ALICE STEP TWO

The Examiner determines that the additional elements in the claims "each execute in a manner routinely and conventionally expected of these elements" and in combination "do not offer substantially more than" when considered individually because they "undertake their roles in performance of their activities according to their generic functionalities which are well-understood, routine and conventional." Final Act. 11; Ans. 6–7. The

Examiner finds that the claims do not recite an "improvement to the functioning of the computer system itself" or an "improvement to another technology or another technical field." Final Act. 10–11, 13–14; Ans. 6–8. Accordingly, the Examiner reasons that the claims lack an "inventive concept" sufficient to transform them into significantly more than a patent-ineligible abstract idea. Final Act. 10–15; Ans. 2–8.

Appellant asserts that independent claims 15 and 50 include an "inventive concept" because the "the applied references fail to render" the claims "unpatentable and do not teach or suggest" the claimed subject matter. Br. 7, 9. Appellant's assertions do not persuade us of Examiner error because a claim's alleged novelty and nonobviousness fail to provide an "inventive concept" needed to satisfy *Mayo/Alice* step two.

"The search for a § 101 inventive concept is . . . distinct from demonstrating § 102 novelty." *Synopsys, Inc. v. Mentor Graphics Corp.*, 839 F.3d 1138, 1151 (Fed. Cir. 2016); *see Diehr*, 450 U.S. at 188–89; *Two-Way Media Ltd. v. Comcast Cable Commc'ns, LLC*, 874 F.3d 1329, 1340 (Fed. Cir. 2017); *Intellectual Ventures I LLC v. Symantec Corp.*, 838 F.3d 1307, 1315 (Fed. Cir. 2016) ("*Symantec*") (same for obviousness). "[U]nder the *Mayo/Alice* framework, a claim directed to a newly discovered law of nature (or natural phenomenon or abstract idea) cannot rely on the novelty of that discovery for the inventive concept necessary for patent eligibility." *Genetic Techs. Ltd. v. Merial L.L.C.*, 818 F.3d 1369, 1376 (Fed. Cir. 2016). "[A] claim for a *new* abstract idea is still an abstract idea." *Synopsys*, 839 F.3d at 1151. Further, the Federal Circuit has expressly rejected the notion that "abstract ideas remain patent-eligible under § 101 as long as they

are new ideas, not previously well known, and not routine activity."
Ultramercial, Inc. v. Hulu, LLC, 772 F.3d 709, 715–16 (Fed. Cir. 2014).

Appellant contends that claim 15 "provides a specially-programmed
machine" and claim 50 "require[s] a particularly-programmed machine."
Br. 6, 8. Appellant's contentions do not persuade us of Examiner error. In
Alice, "[a]ll of the claims [we]re implemented using a computer," and the
resulting specially or particularly "programmed machine" failed to suffice
for patent eligibility. *Alice*, 134 S. Ct. at 2353, 2358–60. The recitation of
generic computer-system components "cannot transform a patent-ineligible
abstract idea into a patent-eligible invention." *Id.* at 2358. Here, the
computer-system components in claims 15 and 50 operate generically
according to their well-understood, routine, and conventional functions.
Final Act. 8–9, 11–12, 14; Ans. 5–7.

Further, claims 15 and 50 cover data collection, manipulation, and
display. Br. 19, 21 (Claims App.). Court decisions have recognized that
generic computer-system components operating to collect, manipulate, and
display data are well understood, routine, and conventional to a skilled
artisan. *See, e.g., Alice*, 134 S. Ct. at 2360; *SAP Am., Inc. v. InvestPic, LLC*,
898 F.3d 1161, 1164–65 & n.1, 1170 (Fed. Cir. 2018); *Symantec*, 838 F.3d
at 1318–20; *Versata Dev. Grp., Inc. v. SAP Am., Inc.*,793 F.3d 1306, 1334
(Fed. Cir. 2015); *Ultramercial*, 772 F.3d at 715–16; *buySAFE, Inc. v.
Google, Inc.*, 765 F.3d 1350, 1355 (Fed. Cir. 2014); *Cyberfone Sys., LLC v.
CNN Interactive Grp., Inc.*, 558 F. App'x 988, 993 (Fed. Cir. 2014).

Similarly, the Examiner explains that "courts have recognized the
following computer functions to be well-understood, routine, and
conventional functions when they are claimed in a merely generic manner":

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(1) "performing repetitive calculations"; (2) "receiving, processing, and storing data"; (3) "electronically scanning or extracting data from a physical document"; (4) "electronic recordkeeping"; (5) "automating mental tasks"; and (6) "receiving or transmitting data over a network." Final Act. 9, 14; Ans. 5. Appellant does not address any of those court decisions. *See* Br. 4–9.

Appellant notes that the claims require a "physical" computer-readable medium. Br. 6. But implementing an abstract idea using a "physical" device does not suffice for patent eligibility. *See Mayo*, 566 U.S. at 84. "[N]ot every claim that recites concrete, tangible components escapes the reach of the abstract-idea inquiry." *In re TLI Commc'ns LLC Patent Litig.*, 823 F.3d 607, 611 (Fed. Cir. 2016) (deciding that the claims failed to satisfy § 101 even though they recited telephone units and servers).

Appellant argues that the claims improve upon existing technology because they provide a computer-implemented tool that "simplif[ies] and streamline[s] the processing of reinsurance transactions to assist a reinsurance underwriter to navigate through the rather complicated reinsurance transaction processing and to improve the quality and accuracy of the results of the processing." Br. 6, 8–9 (quoting Spec. ¶ 3). Appellant's arguments do not persuade us of Examiner error because the claims automate steps for selecting "obligatory treaties" and "facultative obligatory treaties" and then generating "layoff allocations" for reinsurance arrangements. *See, e.g.*, Spec. ¶¶ 7–9, 32–33, 36–37, 41–42, 46, 49, 55, 62; *see also* Br. 19, 21 (Claims App.). For example, the Specification explains that "the invention provides a great degree of system automation to calculate automatically reinsurance premium distribution and liability allocation based

on treaty rules and negotiated facultative reinsurance items." Spec. ¶ 8. But the "mere automation of manual processes using generic computers does not constitute" an "inventive concept" sufficient to satisfy *Mayo/Alice* step two. *Credit Acceptance Corp. v. Westlake Servs.*, 859 F.3d 1044, 1047, 1055 (Fed. Cir. 2017). Consistent with this, the Examiner finds that "[r]einsurance treaties are not a technological challenge, rather a business process, traditionally conducted by hand." Final Act. 13; Ans. 2.

Appellant contends that the claims include "unconventional steps and limitations" that "confine the claims to a particular useful application." Br. 7, 9. Appellant's contentions do not persuade us of Examiner error because "limiting an abstract idea to one field of use" does not impart patent eligibility. *See Bilski v. Kappos*, 561 U.S. 593, 612 (2010); *see also Parker v. Flook*, 437 U.S. 584, 589–90 (1978); *SAP Am.*, 898 F.3d at 1169; *Affinity Labs*, 838 F.3d at 1259.

Appellant asserts that the "system of claim 15 improves the operation of the recited 'database' by 'displaying through the user interface device the layoff allocation data according to a plurality of layers associated with the risk in a layoff allocation table summarizing the layoff allocation for each layer of the risk.'" Br. 7. But manipulating input data to generate and display allegedly advantageous output data does not correspond to improved database functionality. A conventional database or memory may support those actions.

Appellant does not direct us to any part of the Specification allegedly supporting the assertion concerning improved database functionality. Br. 7. Also, Appellant does not describe an advance in database technology that, for example, causes a database itself to operate faster or more efficiently.

See id.; *see also* Spec. ¶¶ 1, 3–9, 29–51, Abstract. Further, as the Examiner correctly finds, the claim does not recite an improvement in database functionality, and the "type of data stored does not make it an improved database." Final Act. 13–14; Ans. 7. "[A]n improvement to the information stored by a database is not equivalent to an improvement in the database's functionality." *See BSG Tech LLC v. BuySeasons, Inc.*, No. 2017-1980, 2018 WL 3862646, at *5 (Fed. Cir. Aug. 15, 2018). In claim 15, the database and the other conventional computer-system components provide a generic environment for carrying out the abstract idea. *See TLI Commc'ns*, 823 F.3d at 611.

SUMMARY

For the reasons discussed above, Appellant's arguments have not persuaded us of any error in the Examiner's findings or conclusions under *Mayo/Alice* step one or step two. Hence, we sustain the § 101 rejection of claims 15 and 50.

Claims 16, 17, 20–24, and 46–49 depend directly or indirectly from claim 15, while claims 51–63 depend directly or indirectly from claim 50. Appellant does not argue patent eligibility separately for these dependent claims. Br. 4–9. Thus, we sustain the § 101 rejection of these dependent claims for the same reasons as the independent claims. *See* 37 C.F.R. § 41.37(c)(1)(iv).

The § 103(a) Rejection of Claims 15–17, 20–24, and 46–63

INDEPENDENT CLAIM 15: MOTIVATION TO COMBINE

Initially, Appellant contends that:

the ordinary artisan, having no prior knowledge of applicant's invention, would not have a credible reason for modifying Klaus' system of selling reinsurance with any of the features of

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> Scannell's computer-based transaction system or Steinmann's
> system for reinsurance placement in such a way as to arrive at
> the system recited in claim 15.

Br. 11. Appellant also contends that "the applied references do not

otherwise provide a credible reason for one of ordinary skill in the art to

modify" the references to achieve a system according to claim 15. *Id.* at 15.

Appellant's contentions do not persuade us of Examiner error because

they do not identify any deficiencies in the Examiner's explanations why a

person of ordinary skill in the art would have combined Klaus, Scannell, and

Steinmann. *See* Final Act. 17–20. The applicable rules require that the

arguments in an appeal brief "explain why the examiner erred as to each

ground of rejection contested by appellant." 37 C.F.R. § 41.37(c)(1)(iv); *see*

In re Jung, 637 F.3d 1356, 1365 (Fed. Cir 2011) (recognizing "the Board's

practice to require an applicant to identify the alleged error in the examiner's

rejections").

The Examiner explains that a person of ordinary skill would have

combined Klaus and Steinmann "to include allocation organized by layers to

proportionally account for different risks through different rates." Final

Act. 17–18 (citing Steinmann ¶¶ 19, 50, 53, 56, 62–63, 86, 224). Appellant

does not address the advantage resulting from the Klaus-Steinmann

combination. *See* Br. 10–17.

The Examiner explains that a person of ordinary skill would have

combined Klaus and Scannell to modify manual treaty selection as disclosed

in Klaus with automatic selection of treaties or treaty provisions as disclosed

in Scannell. Final Act. 18–20 (citing Klaus 1:19–56, 2:56–67, 6:34–40,

6:56–60, 11:44–56; Scannell ¶¶ 6, 9–11, 17, 99, 101–103, 114–116). The

Examiner finds that the Klaus-Scannell combination would more "accurately

identify [the] terms and conditions applicable to a reinsurance contract or proposal and reinsurance agreement." *Id.* at 19. Appellant does not address the advantage resulting from the Klaus-Scannell combination. *See* Br. 10–17.

Accordingly, the Examiner provides articulated reasoning with a rational underpinning why a person of ordinary skill would have combined Klaus, Scannell, and Steinmann, including identifying various advantages. Final Act. 11–14. "[T]he law does not require that the references be combined for the reasons contemplated by the inventor." *In re Beattie*, 974 F.2d 1309, 1312 (Fed. Cir. 1992); *see Outdry Techs. Corp. v. Geox S.p.A.*, 859 F.3d 1364, 1371 (Fed. Cir. 2017). "[A]ny need or problem known in the field of endeavor at the time of invention and addressed by the patent can provide a reason for combining" references. *KSR Int'l Co. v. Teleflex Inc.*, 550 U.S. 398, 420 (2007).

In addition, the Examiner explains that the analysis "takes into account only knowledge which was within the level of ordinary skill at the time the claimed invention was made." Ans. 8–9 (citing *In re McLaughlin*, 443 F.2d 1392 (CCPA 1971)). An explicit analysis "whether there was an apparent reason to combine" references reduces "the risk of . . . patent examiners falling prey to hindsight bias." *See KSR Int'l*, 550 U.S. at 418, 421. Here, the Examiner's explicit analysis of the reasons to combine the references demonstrates that the Examiner did not rely on hindsight reasoning. *See* Final Act. 17–20.

INDEPENDENT CLAIM 15: "REINSURANCE MODULE
BEING PROGRAMMED TO PERFORM STEPS"

Appellant argues that the Examiner erred in rejecting claim 15 because "Klaus fails to teach or suggest a system for a cedent to identify a list of existing treaties *potentially applicable to the risk* by applying at least one filter to a pool of available treaties, as recited in claim 15," and thus fails to teach or suggest the subsequent steps referring to "the list of treaties." Br. 13. Appellant argues that "Klaus also fails to teach or suggest" claim 15's "displaying" step. *Id.* In addition, Appellant contends that "Scannell fails to teach or suggest" claim 15's "identifying" and "generating" steps. *Id.* at 15. Further, Appellant asserts that "Steinmann fails to teach or suggest" claim 15's "identifying" and "receiving" steps. *Id.*

Appellant's arguments do not persuade us of Examiner error because they attack the references individually, while the Examiner relies on the combined disclosures in Klaus, Scannell, and Steinmann to teach or suggest the steps performed by claim 15's "reinsurance module." *See* Final Act. 16–20, 26–27; Ans. 9–11. Where a rejection rests on a combination of references, an appellant cannot establish nonobviousness by attacking the references individually. *See In re Merck & Co.*, 800 F.2d 1091, 1097 (Fed. Cir. 1986).

As an example, the Examiner relies on Klaus for the "receiving" step, and Appellant disputes that Steinmann teaches or suggests that step. *See* Final Act. 16; Br. 15. As another example, the Examiner relies on Steinmann for the "displaying" step, and Appellant disputes that Klaus teaches or suggests that step. *See* Final Act. 17; Br. 13. As a further example, the Examiner relies on Klaus for the "generating" step, and

Appellant disputes that Scannell teaches or suggests that step. *See* Final
Act. 17; Br. 15.

      The Examiner correctly determines that the combined disclosures in
Klaus, Scannell, and Steinmann teach or suggest the steps performed by
claim 15's "reinsurance module." *See* Final Act. 16–20, 26–27; Ans. 9–11.
For instance, for claim 15's "identifying" step, the Examiner correctly finds
that Scannell discloses (1) storing treaty clauses that form treaties;
(2) storing business rules that define treaties; (3) receiving business-
initiating data from a client, e.g., a cedent; (4) in response to receiving
business-initiating data, identifying appropriate treaty clauses by applying
the business rules; and (5) generating treaties from the identified treaty
clauses. *See* Scannell ¶¶ 8–11, 17, 98, 102–103; Final Act. 18–20, 26–27;
Ans. 10. The Examiner reasons that the business rules correspond to filters
applied to "a pool of available treaties, wherein the pool of available treaties
are the treaty clauses from the data store." Final Act. 27; *see* Ans. 10.

      Further, the Examiner correctly finds that Klaus generates cedent-
specific proposals, "provides a listing of each of the proposals currently
available for consideration by the specific cedent," and presents the cedent-
specific proposal list "in a table format." Ans. 9 (citing Klaus 8:7–31); *see*
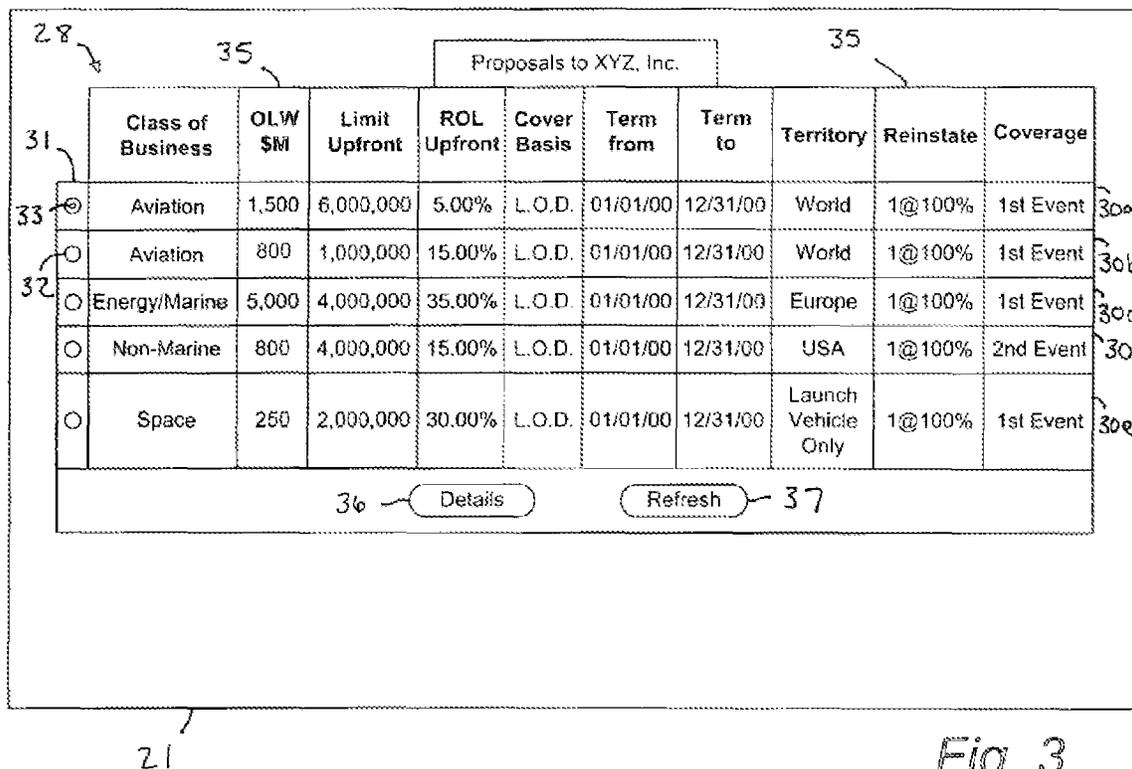Klaus 5:9–11, 8:7–16, Fig. 3. Klaus's Figure 3 is reproduced below:

Fig. 3.

Figure 3 illustrates a cedent-specific proposal list in a table format. Klaus's list of cedent-specific proposals teaches or suggests identifying a list of potentially applicable treaties. *See* Ans. 9–10; Klaus 5:9–11, 7:45–8:32, 11:14–17, Fig. 3. We note that Appellant did not file a Reply Brief to rebut the Examiner's findings in the Answer.

Appellant seeks to distinguish Klaus from claim 15 because Klaus concerns "selling reinsurance to a cedent" and the claimed invention concerns selling risk to a reinsurer. *See* Br. 13. But those actions just constitute different sides of the same transaction. A sale of reinsurance by a reinsurer to a cedent corresponds to a sale of risk by a cedent to a reinsurer. Also, claim 15 does not recite a system for selling risk to a reinsurer. Br. 19 (Claims App.). Instead, it recites a "system for a cedent to process reinsurance transactions for a risk." *Id.* Those "reinsurance transactions" encompass a cedent selling risk to a reinsurer and a cedent buying

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reinsurance for a reinsurer. Klaus discloses a system that allows a cedent to review one or more reinsurance proposals and accept one or more proposals by manipulating selection buttons or icons associated with the proposals. *See, e.g.*, Klaus 5:9–11, 7:45–8:32, 11:14–17, Fig. 3. Hence, Klaus discloses a "system for a cedent to process reinsurance transactions for a risk" according to claim 15.

Steinmann also discloses a "system for a cedent to process reinsurance transactions for a risk." *See, e.g.*, Steinmann ¶¶ 148–161, Fig. 3. Steinmann's system provides a unified platform for cedent reinsurance-placement processes for both obligatory reinsurance placement and facultative reinsurance placement. *See, e.g., id.* ¶¶ 13–19, 43–44, 62–63, 148–161, Fig. 3.

Because the combined disclosures in Klaus, Scannell, and Steinmann teach or suggest the steps performed by claim 15's "reinsurance module," we sustain the § 103(a) rejection of claim 15.

INDEPENDENT CLAIM 50

Appellant argues that the Examiner erred in rejecting claim 50 because Klaus and Scannell fail to teach or suggest claim 50's "identifying" step. Br. 17. For the reasons discussed above regarding claim 15's "identifying" step, we consider those arguments unpersuasive. Thus, we sustain the § 103(a) rejection of claim 50.

DEPENDENT CLAIMS 16, 17, 20–24, 46–49, AND 51–63

Appellant does not argue patentability separately for dependent claims 16, 17, 20–24, 46–49, and 51–63. Br. 10–17. Thus, we sustain the § 103(a) rejection of these dependent claims for the same reasons as the independent claims. *See* 37 C.F.R. § 41.37(c)(1)(iv).

DECISION

We affirm the rejection of claims 15–17, 20–24, and 46–63 under 35 U.S.C. § 101.

We affirm the rejection of claims 15–17, 20–24, and 46–63 under 35 U.S.C. § 103(a).

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). *See* 37 C.F.R. § 41.50(f).

<u>AFFIRMED</u>