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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte MICHAEL J. WALKER

Appeal 2018-003437
Application 11/846,149¹
Technology Center 3600

Before DEBRA K. STEPHENS, DANIEL J. GALLIGAN, and
DAVID J. CUTITTA II, *Administrative Patent Judges*.

GALLIGAN, *Administrative Patent Judge*.

DECISION ON APPEAL

Introduction

Appellant appeals under 35 U.S.C. § 134(a) from a non-final rejection of claims 1, 3, 5, 8, 9, 11–14, 16, 19–21, 23–28, 32, 34, and 37–47, which are all of the claims pending in the application. We have jurisdiction under 35 U.S.C. § 6(b). Claims 2, 4, 6, 7, 10, 15, 17, 18, 22, 29–31, 33, 35, and 36 have been cancelled.

We AFFIRM.²

¹ According to Appellant, the real party in interest is SpaceLogik, LLC. App. Br. 3.

² Our Decision refers to Appellant’s Appeal Brief filed October 12, 2017 (“App. Br.”); Appellant’s Reply Brief filed February 13, 2018 (“Reply Br.”); Examiner’s Answer mailed December 14, 2017 (“Ans.”); and Non-Final Office Action mailed September 16, 2016 (“Non-Final Act.”).

STATEMENT OF THE CASE

Claims on Appeal

Claims 1, 12, and 32 are independent claims. Claim 1 is reproduced below.

1. A system for obtaining proposed lease terms for a tenant from a landlord comprising:
 - a. a tenant workstation;
 - b. a landlord workstation;
 - c. a server in communication with the tenant and landlord workstations, said server configured to
 - i) receive tenant information, from the tenant workstation, including financial information relating to credit worthiness of the tenant, and permits a landlord to input landlord information using the landlord workstation;
 - ii) receive landlord information, from the landlord workstation;
 - iii) permit the tenant to input requested terms of a real estate commission agreement between the tenant and the landlord;
 - iv) permit the landlord to review the terms of the real estate commission agreement between the tenant and the landlord;
 - v) prompt the landlord to electronically accept the terms of the real estate commission agreement between the tenant and the landlord;
 - vi) prevent the landlord from viewing the financial information relating to the credit worthiness of the tenant and submitting proposed lease terms to the tenant unless and until receiving the landlord's acceptance of the terms of the real estate commission agreement between the tenant and the landlord;
 - vii) after receiving acceptance of the terms of the real estate commission agreement between the tenant and the landlord, permit the landlord to view the financial information relating to the credit worthiness of the tenant prior to submitting proposed lease terms
 - viii) permit the tenant to select a plurality of requested lease terms and a plurality of building questions using the tenant workstation;

ix) prompt the landlord to answer all of the plurality of requested lease terms and all of the plurality of building questions;

x) prevent the landlord from submitting proposed lease terms in response to the plurality of requested lease terms unless and until receiving answers to all of the plurality of building questions; and

xi) prevent the landlord from submitting the proposed lease terms unless and until receiving proposed lease terms for all of the plurality of requested lease terms;

xii) receive from the landlord workstation the proposed lease terms for all of the plurality of requested lease terms and the answers to all of the plurality of building questions as a first proposal;

xiii) repeat (iv)–(vii) and (viii)–(xii) between the tenant and at least one additional landlord to receive at least one additional proposal, the at least one additional proposal including the proposed lease terms for all of the plurality of requested lease terms and answers to all of the plurality of building questions;

xiv) display the first proposal and the at least one additional proposal on the tenant workstation, wherein the first proposal and the at least one additional proposal each include the proposed lease terms for all of the plurality of requested lease terms and the answers to all of the plurality of building questions in a predefined format and wherein the first proposal and the at least one additional proposal are displayed in the predefined format that allows the tenant to directly compare the first proposal and the at least one additional proposal;

xv) display a tenant progress bar on the tenant workstation showing multiple tenant stages of a multi-stage, ordered lease procurement process and indicating a current tenant stage of the multiple tenant stages; and

xvi) display a landlord progress bar on the landlord workstation showing multiple landlord stages of the multi-stage, ordered lease procurement process and indicating a current landlord stage of the multiple landlord stages.

References

Donahue	US 2002/0095311 A1	July 18, 2002
Amend	US 2003/0004861 A1	Jan. 2, 2003
Florance et al.	US 2005/0203768 A1	Sept. 15, 2005
Jacobson et al.	US 2006/0161482 A1	July 20, 2006

Steven Susser, *Commission Agreements: Beware of Contract Language*, Heartland Real Estate Business (2004) (“Heartland”).

Examiner’s Rejections

Claims 1, 3, 5, 8, 9, 11–14, 16, 19–21, 23–28, 32, 34, and 37–47 stand rejected under 35 U.S.C. § 101 as directed to patent-ineligible subject matter. Non-Final Act. 3–5.

Claims 1, 3, 5, 8, 9, 11–14, 16, 19–21, 23, 26–28, 32, 34, and 43–47 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Amend, Donahue, Heartland, and Jacobson. *Id.* at 6–26.

Claims 24, 25, and 37–42 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Amend, Donahue, Heartland, Jacobson, and Florance. *Id.* at 26–34.

Principles of Law

An invention is patent eligible if it claims a “new and useful process, machine, manufacture, or composition of matter.” 35 U.S.C. § 101. However, the Supreme Court has long interpreted 35 U.S.C. § 101 to include the following implicit exceptions: laws of nature, natural phenomena, and abstract ideas. *Alice Corp. v. CLS Bank Int’l*, 573 U.S. 208, 216 (2014).

In *Alice*, the Supreme Court set forth an analytical “framework for distinguishing patents that claim laws of nature, natural phenomena, and

abstract ideas from those that claim patent-eligible applications of those concepts.” *Id.* at 217–18 (citing *Mayo Collaborative Servs. v. Prometheus Labs., Inc.*, 566 U.S. 66, 75–77 (2012)). The first step in the analysis is to “determine whether the claims at issue are directed to one of those patent-ineligible concepts.” *Id.* at 217. If the claim is “directed to” an abstract idea, we turn to the second step of the *Alice* and *Mayo* framework, where “we must examine the elements of the claim to determine whether it contains an ‘inventive concept’ sufficient to ‘transform’ the claimed abstract idea into a patent-eligible application.” *Alice*, 573 U.S. at 221.

USPTO January 7, 2019 Revised Section 101 Memorandum

The USPTO recently published revised guidance on the application of § 101. *See* 2019 Revised Patent Subject Matter Eligibility Guidance, 84 Fed. Reg. 50 (Jan. 7, 2019) (“2019 Guidance”). Under the 2019 Guidance, we first look to whether the claim recites:

(1) any judicial exceptions, including certain groupings of abstract ideas (i.e., mathematical concepts, certain methods of organizing human activity such as a fundamental economic practice, or mental processes); and

(2) additional elements that integrate the judicial exception into a practical application (see MPEP § 2106.05(a)–(c), (e)–(h)).

Only if a claim (1) recites a judicial exception and (2) does not integrate that exception into a practical application, do we then look to whether the claim:

(3) adds a specific limitation beyond the judicial exception that is not “well-understood, routine, conventional” in the field (see MPEP § 2106.05(d)); or

(4) simply appends well-understood, routine, and conventional activities previously known to the industry, specified at a high level of generality, to the judicial exception.

ANALYSIS

35 U.S.C. § 101: Claims 1, 3, 5, 8, 9, 11–14, 16,
19–21, 23–28, 32, 34, 40–44, and 47

Appellant argues the independent claims as a group, specifically addressing the limitations of claim 1. *See* App. Br. 16, 22–23. We select independent claim 1 as representative of Appellant’s arguments for independent claims 1, 12 and 32. *See* 37 C.F.R. § 41.37(c)(1)(iv)(2016).

The Examiner determines the claims are directed to an abstract idea. Non-Final Act. 2–4; Ans. 5–13. The Examiner also determines “the structural elements” recited in the claims, “when taken in combination with the functional elements . . . , together do not offer ‘significantly more’ than the abstract idea itself.” Non-Final Act. 4–5; Ans. 13–16.

Appellant presents several arguments against the § 101 rejection. The Examiner has provided a comprehensive response to Appellant’s arguments. *See* Ans. 5–16. We do not find Appellant’s arguments persuasive, as discussed in greater detail below. We analyze the claims under the 2019 Guidance and adopt the nomenclature for the steps used in the 2019 Guidance.

STEP 1

Section 101 provides that “[w]hoever 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. Here, the Examiner determines, and we agree, that “[c]laims 1, 3, 5, 8, 9, 11, 37, and 40 are directed to a system (i.e., machine), [c]laims 12–14, 16, 19–21, 23–28, 38, 41, and 43–47 are directed to a method (i.e., process), and [c]laims 32, 34, 39, and 42 are directed to a non-transitory machine readable medium (i.e., an article of manufacture).” Non-Final Act. 3. Accordingly, we also agree with the Examiner that “each of the claims falls within one of the four statutory categories” of invention within 35 U.S.C. § 101. *Id.*

STEP 2A Prong 1

Under Step 2A, Prong 1 of the Memorandum, we must determine whether claim 1, being directed to a statutory class of invention, nonetheless falls within a judicial exception.

We agree with the Examiner’s determination that claim 1 recites steps in a process for “the negotiation of a commercial lease,” which amounts to managing interactions between people, and, therefore, falls into the abstract-idea category of certain “method[s] of organizing human activities.” Non-Final Act. 3–4; Ans. 5–6, 8–9.

Appellant argues that the “present application is not directed to mere lease negotiation *on the Internet* or *on a computer*” but is instead “directed to an improvement in the way that online lease proposal and negotiation systems operate.” App. Br. 15; *see* Reply Br. 3.

We are not persuaded by Appellant’s argument. The Specification supports the Examiner’s determination that the claim recites steps for lease negotiations between parties. The Specification outlines a traditional lease

negotiation process between a tenant and a landlord. Spec. ¶¶ 3–9. The Specification then describes “problems that exist with the current method and process of moving from the request for proposal to an executed lease document” and describes that “improvements and efficiencies can be made to most steps of the process.” *Id.* ¶ 10; *see id.* ¶¶ 11–18. Notably, the problems and improvements suggested by the Specification focus on problems and improvements to the *leasing process*, not to computer technology. For example, the Specification describes that “if a Tenant would deliver the request for [a lease] proposal ONLY after receiving an acceptable commission agreement from the Landlord, the Tenant would end up with more favorable commission agreements” and would “eliminate time wasted arguing.” *Id.* ¶ 12.

Aligning with the Specification’s description, the limitations recited in claim 1 also support the Examiner’s determination that the claim recites managing interactions between people through, in this case, a lease negotiation process. Non-Final Act. 3–4. Putting aside the computing components recited in the claim, which we consider at a later step, e.g., “a. a tenant workstation; b. a landlord workstation; c. a server,” sixteen process steps remain, i.e., claim limitations i) – xvi). Those sixteen process steps all recite steps in the management of interactions between people, specifically the formation and negotiation of a lease. For example, claim limitations i) and ii) gather information relevant to a lease, i.e., “tenant information . . . including financial information” and “landlord information.” Gathering the information underlying a contract—in this case, a lease—is required for the negotiation process in most, if not every, type of contract. Claim limitations iii) – v) recite steps describing the execution of a real estate commission

agreement. Presenting terms of a lease agreement for review and consideration are basic steps in the negotiation of a lease. Claim limitations vi) and vii) recite steps that prevent lease negotiation advancement until the tenant's proposed terms for a real estate commission agreement are accepted by the landlord. The process of requiring an earlier step to be completed before advancing to the next step is a process for managing a leasing process, i.e., a "forced workflow," as Appellant calls it. App. Br. 15. Forcing parties to perform steps in a particular order is a way to organize the interaction between the parties, and in these claim limitations, organizes the lease negotiation process between the parties. Claim limitations vii) – ix) and xii) recite steps describing processes for obtaining requisite information that is considered for the lease. As discussed previously, obtaining information considered in the lease is part of any lease negotiation and formation. Claim limitations x) and xi) again recite steps that prevent lease negotiation advancement until earlier steps are completed. As with limitations vi) and vii, here, forcing the parties to perform steps in a particular order organizes the negotiation process between the parties. Claim limitations xiii) and xiv) recite a process of receiving an additional leasing proposal and providing the additional proposal for comparison. Receiving multiple lease proposals to compare is a common activity in the negotiation of a lease. Finally, claim limitations xv) and xvi) recite processes of providing the progress in the leasing process to the parties. Providing status updates is common in lease negotiations. Accordingly, limitations i) – xvi) recite processes for negotiating and forming a lease, i.e., a type of contract. The formation of such a contract involves the management of interactions between people, which is a certain method of

organizing human activity, as identified in the 2019 Guidance. Therefore, we determine the claim recites an abstract idea.

STEP 2A Prong 2

Next, we determine whether the claim is directed to the abstract concept itself or whether it is instead directed to some technological implementation or application of, or improvement to, this concept, i.e., integrated into a practical application. *See, e.g., Alice*, 573 U.S. at 223 (discussing *Diamond v. Diehr*, 450 U.S. 175 (1981)).

The Examiner determines claim 1 does not recite an “improvement to [a] computer; rather, the improvement lies in the abstract idea of collecting data for negotiation of a commercial lease.” Ans. 12; Non-Final Act. 35–36.

Appellant argues “the claimed features provide specified improvements to technologies in the marketplace, notably, to existing online lease proposal and negotiation systems.” App. Br. 18; Reply Br. 3. In particular, Appellant asserts that the claimed invention “improves the efficiency of the data exchanges by reducing data transmissions and network traffic, reduces computer resource usage of the tenant and landlord, and provides improved reporting capabilities” and “provides improved data collection . . . , which enable[s] improved data evaluation.” App. Br. 18–19; Reply Br. 3–4.

Appellant’s arguments do not persuade us that the claim integrates the abstract idea into a practical application by improving technology or otherwise transforms the claims into patent-eligible subject matter. Although Appellant argues that “[o]nline systems, including online lease proposal and negotiation systems, are certainly technological areas that can

be improved” (Reply Br. 3; *see* App. Br. 17), the claim here is not focused on improving the *online* aspect of those systems, i.e., the servers and workstations implementing the online leasing systems. Rather, the improvements are to a certain method of organizing human activities, i.e., managing interactions between people in the lease negotiation process itself. As discussed above, the “improvements and efficiencies [are] made to most steps of the process” for negotiating a lease (Spec. ¶ 10), rather than the computers implementing the process. Further, although Appellant alleges the claimed process improves computing systems because the process results in “fewer data processing operations” (Reply Br. 4; App. Br. 18), as the Examiner explains, “the computer is not operating more quickly or with less resources based upon any improvement *to the computer*” (Ans. 12). The alleged “fewer” operations performed in the claimed leasing process result from different processes with different steps being performed, not from improvement in the functioning of the computer. That is, the steps of the process purportedly make the *leasing negotiation* process faster and more efficient, not the technology implementing the online system.

Furthermore, Appellant’s argument that “the application ties the forced workflow to the noted improvements in technology, stating, ‘The system . . . , *by use of mandatory field entries . . . forces the landlord (or landlord’s rep) to submit information in a specific order and format such that detailed reports and building comparisons can be generated*’” (App. Br. 20 (citation omitted)) is not commensurate with the scope of the claim. The claim does not recite how information is formatted or what mandatory field entries are required.

Further supporting our determination that the claim does not integrate the abstract idea into a practical application or improve a particular technology, the claim broadly recites result-oriented steps, rather than any particular manner in which a computer achieves the claimed results. For example, the claim recites a “server configured to . . . vi) prevent the landlord from viewing the financial information . . . until receiving the landlord’s acceptance of the terms of the real estate commission agreement.” That limitation does not describe how the computing component actually operates to prevent landlord viewing or to receive landlord acceptance and instead only recites the result-oriented operation. The remaining limitations are similarly broadly drafted in a result-oriented manner devoid of any description of how the result is achieved by the computing components. The broadly-recited limitations here merely “configure[]” a computer to provide an end result and effectively “simply stat[e] the [abstract idea] while adding the words ‘apply it,’” disfavoring patent-eligibility. *Alice*, 573 U.S. at 221 (quoting *Mayo*, 566 U.S. at 72).

In view of Appellant’s Specification, and consistent with the Examiner’s determinations, claim 1 is not directed to a specific asserted improvement in computer technological implementation or otherwise integrated into a practical application and, thus, is ***directed to*** a judicial exception.

STEP 2B

Next, we determine whether the claim includes additional elements that provide significantly more than the recited judicial exception, thereby

providing an inventive concept. *Alice*, 573 U.S. at 221 (quoting *Mayo*, 566 U.S. at 72–73).

The Examiner determines “the structural elements” recited in the claim, “e.g., tenant and landlord workstations, a server, memory storage, a machine-readable medium), when taken in combination with the functional elements of transmitting and receiving potential commercial lease information, together do not offer ‘significantly more’ than the abstract idea itself.” Non-Final Act. 4–5; Ans. 6–7, 9. In particular, the Examiner determines that the claim recites “a generic computer to perform generic computer functions that are well understood, routine and conventional activities previously known to the industry.” Non-Final Act. 5; Ans. 7, 9.

Appellant first argues the “claim[] include[s] specific limitations other than what is well-understood, routine, and conventional in the field, and include[s] unconventional steps that confine the claim to a particular useful application,” e.g., “it is unconventional to require agreement to a commission agreement and answers to all building questions and lease terms before a server enables a landlord to submit lease terms to a prospective tenant.” App. Br. 20–21. Appellant secondly argues “collectively, the claimed elements achieve significantly more than the alleged abstract idea of gathering information about potential leases and managing relationships or transactions between people” because the claim “impose[s] a forced workflow to ensure that specific data is exchanged in a particular order to ensure an efficient and effective process.” App. Br. 22. Appellant thirdly argues the claimed “customized progress bar for each of the tenant and landlord to indicate the particular order of stages as well as the current stage

within such a forced workflow is not a well-understood, routine, and conventional in the field.” App. Br. 24.

We are not persuaded by Appellant’s arguments because those arguments are based on the *abstract idea* being “unconventional.” Specifically, Appellant’s first two arguments are based on the order of the lease negotiation process steps, i.e., “a forced workflow” that “require[s] agreement to a commission agreement and answers to all building questions and lease terms before . . . enabl[ing] a landlord to submit lease terms.” App. Br. 20–21. However, the order of lease negotiation steps in a lease negotiating process is a certain method of organizing human activities, namely managing interactions between people, which is an abstract idea, as discussed above. Appellant’s third argument, discussing the display of “a tenant progress bar” and “a landlord progress bar” at limitation xv) (App. Br. 23–24), also addresses limitations that are part of the lease negotiation process, as discussed above. In particular, the claimed progress bars provide the status of the lease negotiations. Because the features cited by Appellant relate to the management of interactions between people in the lease negotiation process itself and are thus directed to an abstract idea, those features do not constitute the “inventive concept” and do not persuade us the claim recites significantly more than the abstract idea itself. *See BSG Tech LLC v. Buyseasons, Inc.*, 899 F.3d 1281, 1290–91 (Fed. Cir. 2018) (“Our precedent has consistently employed this same approach. If a claim’s only ‘inventive concept’ is the application of an abstract idea using conventional and well-understood techniques, the claim has not been transformed into a patent-eligible application of an abstract idea.”).

Further, considering the steps, alone and as an ordered combination, that the claimed computing elements are “configured to” perform, e.g., receiving information, permitting input, accepting input, and displaying information, we agree with the Examiner’s finding that those steps and their ordering are well-understood, routine, and conventional computing functions (*see* Ans. 15) which are performed by “general purpose computing equipment” (Non-Final Act. 5 (citing Spec. ¶ 29)). The Specification’s description of the servers and workstations that carry out the claimed invention describe computers with general-purpose, generic components, e.g., the “server preferably includes four processors, three hard drives configured for RAID 5, a tape backup unit and a file storage module. The server also features multiple connections to the Internet and redundant power sources.” Spec. ¶ 29; *see id.* Fig. 1. When we consider the claimed functions of those generic computing components, separately and as an ordered combination, we determine those computer functions are generic, routine, and conventional computer activities that are performed only for their conventional uses in an ordinary manner. *See Elec. Power Grp. v. Alstom S.A.*, 830 F.3d 1350, 1353 (Fed. Cir. 2016) (“The focus of the asserted claims . . . is on collecting information, analyzing it, and displaying certain results of the collection and analysis.”); *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.”); *see also 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). As to Appellant’s specific discussion of the “progress bars” displaying the progress of the lease negotiations (App. Br. 23–24), generally, the “collection, organization, and display of two sets of information on a generic display device is abstract absent a specific improvement to the way computers [or other technologies] operate.” *Interval Licensing LLC v. AOL, Inc.*, 896 F.3d 1335, 1345 (Fed. Cir. 2018) (internal quotation and citation omitted; alteration in original).

Thus, we conclude that claim 1 does not provide an inventive concept because the additional elements recited in claim 1 do not provide significantly more than the recited judicial exception. Accordingly, claim 1 does not recite patent-eligible subject matter. Because claim 1 is representative of the independent claims (*see* App. Br. 12–24), we also conclude that independent claims 12 and 32 do not recite patent-eligible subject matter. Further, Appellant has not proffered sufficient evidence or argument to persuade us that any of the limitations in dependent claims 3, 5, 8, 9, 11, 13, 14, 16, 19–21, 23–28, 34, 40–44, and 47 provide a meaningful limitation that transforms the claims into a patent eligible application. *See id.* at 12–25. Therefore, we sustain the rejection of claims 1, 3, 5, 8, 9, 11–14, 16, 19–21, 23–28, 32, 34, 40–44, and 47 under 35 U.S.C. § 101 as being directed to patent-ineligible subject matter.

35 U.S.C. § 101: Claims 37–39

Appellant contends dependent claims 37–39 recite patent-eligible subject matter. App. Br. 25. Appellant argues claims 37–39 as a group, specifically addressing the limitations recited in claim 37. *Id.* We select

claim 37 as representative of Appellant’s arguments for claims 37–39. *See* 37 C.F.R. § 41.37(c)(1)(iv)(2016).

Claim 37 recites “wherein the software is further configured to automatically generate a financial summary report including itemized cost projections based on the proposed lease terms received from the landlord.”

Appellant argues the “automatic generation relies on complete and accurate data, which is collected via the forced workflow, and results in generation of a final report without the use of a separate financial analysis tool in which a user enters proposed lease terms to perform financial analysis,” and, thus, “the forced workflow capturing requisite data provides an additional technological advantage in that additional delays and computer resource use are avoided.” App. Br. 25.

That argument, however, describes an advantage in the lease negotiation process, not a technological advantage to a computing system. Appellant points out that the “generation of [the] final report” is done “without the use of a separate financial analysis tool in which a user enters proposed lease terms to perform financial analysis.” *Id.* But the advantage described is that the *user* does not have to perform an additional step, rather than an advantage or improvement in how the computer functions. As such, we are not persuaded claims 37–39 recite patent-eligible subject matter. Therefore, we sustain the rejection of claims 37–39 under 35 U.S.C. § 101 as being directed to patent-ineligible subject matter.

35 U.S.C. § 101: Claims 45 and 46

Appellant contends dependent claims 45 and 46 recite patent-eligible subject matter. App. Br. 25–26. Appellant presents similar arguments for dependent claims 45 and 46. *See id.*

Claim 45 recites “displaying, simultaneously with the tenant progress bar, a commission terms input interface on the tenant workstation enabling a tenant to enter commission terms.” Appellant argues “[s]imultaneously displaying a tenant progress bar indicating a current stage within the forced workflow along with a commission terms input interface is an unconventional step that goes beyond well-understood, routine, and conventional aspects in the field.” *Id.* at 25. Appellant argues that “the claims are specifying a particular display screen having particular components providing technical advantages not found in standard computer-based leasing systems.” *Id.* at 26.

The claims, however, broadly recite the production of a desired result, i.e., a simultaneous display, and do not include any limitations that limit how the simultaneous display is implemented, much less that the simultaneous display of information is implemented in some non-routine or unconventional manner. The claims do not recite any particular improvement to the computer but, at most, provide more information to the users. *See Interval Licensing*, 896 F.3d at 1345 (stating that the “collection, organization, and display of two sets of information on a generic display device is abstract absent a specific improvement to the way computers [or other technologies] operate”) (internal quotation and citation omitted; alteration in original). As such, Appellant’s arguments highlighting the simultaneous display of different types of information, i.e., a progress bar,

an input interface, and the types of inputs for the interface (App. Br. 25–26), do not persuade us that claims 45 and 46 recite patent-eligible subject matter. Therefore, we sustain the rejection of claims 45 and 46 under 35 U.S.C. § 101 as being directed to patent-ineligible subject matter.

35 U.S.C. § 103: Claims 1, 3, 5, 8, 9, 11–14, 16, 19–21,
23–28, 32, 34 and 37–45 and 47

“prevent the landlord . . . until”

Appellant contends the Examiner erred in finding Donahue teaches “vi) prevent[ing] the landlord from viewing the financial information . . . until receiving the landlord’s acceptance of the terms,” “x) prevent[ing] the landlord from submitting proposed lease terms . . . until receiving answers,” and “xi) prevent[ing] the landlord from submitting the proposed lease terms . . . until receiving proposed lease terms,” as recited in claim 1 and similarly recited in claims 12 and 32. App. Br. 27–29; Reply Br. 5–6. Specifically, Appellant argues “Donahue fails to teach and, rather, teaches away from complete submissions and a forced workflow,” i.e., preventing the landlord from advancing in the claimed process until a prerequisite step is completed, because, in Donahue, “parties may agree *or defer* to advance” through lease negotiation steps. App. Br. 27–28; Reply Br. 5.

We are not persuaded. The Examiner finds (Non-Final Act. 11–12; Ans. 17–18), and we agree, that Donahue’s system in which “parties are prevented from advancing to the next negotiation phase unless the computer detects that each user has either agreed to a specific lease term” (Donahue ¶ 66; *see* Donahue ¶ 119) teaches “prevent[ing] the landlord” from advancing in lease negotiations until earlier conditions are satisfied.

Appellant’s argument is not persuasive because it does not address the features of Donahue on which the Examiner relies. Donahue describes that “parties are prevented from advancing to the next negotiation phase unless the computer detects that each user has either agreed to a specific lease term, *or* that each user has elected to defer agreement on a term until a later negotiation phase,” i.e., alternative cases in its negotiation process. *Id.* ¶ 66 (emphasis added). Appellant addresses the case in Donahue in which parties have “elected to defer agreement on a term until a later negotiation phase.” *See* Reply Br. 5; *see also* App. Br. 28. But Appellant does not address the other case in which parties *have not* elected to defer agreement on the term and “are prevented from advancing to the next negotiation phase unless the computer detects that each user has . . . agreed to a specific lease term” (Donahue ¶ 66). Whether or not Donahue labels those alternative cases as separate embodiments (Reply Br. 5; App. Br. 28), Donahue explains that parties may only skip a negotiation step if the parties agree to skip the step. It follows that when the parties do not agree to skip the negotiation step, the parties are prevented from advancing to the next step and must first complete the prerequisite step. Furthermore, because Donahue specifically describes a process preventing skipping negotiation steps, Donahue does not teach away from preventing skipping negotiation steps.

Accordingly, we are not persuaded the Examiner erred in finding Donahue teaches “vi) prevent[ing] the landlord from viewing the financial information . . . until receiving the landlord’s acceptance of the terms,” “x) prevent[ing] the landlord from submitting proposed lease terms . . . until receiving answers,” and “xi) prevent[ing] the landlord from submitting the

proposed lease terms . . . until receiving proposed lease terms,” as recited in claim 1 and similarly recited in claims 12 and 32.

“after receiving acceptance . . . permit the landlord to view”

Appellant contends the Examiner erred in finding the combination of Amend, Donahue, Heartland, and Susser teaches first “i) receiv[ing] tenant information . . . including financial information,” then “vi) prevent[ing] the landlord from viewing the financial information . . . until receiving the landlord’s acceptance of the terms of [a] real estate commission agreement between the tenant and the landlord,” and then “vii) after receiving acceptance of the terms of the real estate commission agreement . . . permit[ting] the landlord to view the financial information,” as recited in claim 1 and similarly recited in claims 12 and 32. App. Br. 30–32. Specifically, Appellant argues the combination “do[es] not suggest interweaving the steps” of “i) a server receiving the tenant’s financial information first, ii) the server preventing viewing of this received financial information, iii) receiving acceptance of terms of the commission agreement from the landlord, and iv) then permitting viewing of the received financial information after acceptance.” *Id.* at 31–32.

We are not persuaded. The Examiner relies on (Non-Final Act. 6–7) Amend’s online real estate leasing system in which a “would-be tenant 115 prepares [a project requirements specification (PRS)]” to teach “receiv[ing] tenant information” (Amend ¶¶ 57–58). The Examiner further relies on (Non-Final Act. 17–18) Jacobson’s “credit reports module for accessing credit report information of individuals” to teach “tenant information . . . including financial information” (Jacobson ¶ 10; *see id.* ¶¶ 429–486). As

discussed above, the Examiner also relies on (Non-Final Act. 11–12; Ans. 17–18) Donahue’s description of parties “progress[ing] sequentially through [leasing] phases, and that users will be prevented from jumping ahead to later phases until agreement has been reached on lease provisions in each phase” (Donahue ¶ 119; *see* Donahue ¶ 66). The Examiner additionally relies on Heartland to describe a process of “enter[ing] into [real estate] commission agreements *before* negotiating lease terms.” Ans. 19 (citing Heartland at 1); Non-Final Act. 15–16. The Examiner concludes that

it would have been obvious to one of ordinary skill in the art at the time of the invention to substitute the feature of a commission agreement (as disclosed by [Heartland]) for the feature of any of the lease negotiation phases in the method that requires agreement in that lease phase before allowing the parties to proceed to the next lease phase (as disclosed by Donahue), such as viewing financial information of the tenant.

Ans. 20; *see also* Non-Final Act. 16–17.

Appellant’s argument that the prior art “do[es] not suggest interweaving the steps to exchange financial information and to agree to a commission agreement” in the order claimed (App. Br. 31–32) does not persuade us that the Examiner erred in concluding that it would have been obvious to do so. Heartland describes that completing a real estate commission agreement is one of the initial steps in a lease negotiation (Heartland 1), and Donahue teaches that lease negotiations should be forced to progress in a sequential manner (Donahue ¶ 119; *see* Donahue ¶ 66). For the reasons explained below, we are not persuaded of error in the Examiner’s rationale to combine the cited references. As such, we agree with the Examiner’s conclusion (Ans. 20) that it would have been obvious to prevent the landlord from progressing through lease negotiations to view

tenant financial information (as taught by Amend and Jacobson) until the landlord has completed a real estate commission agreement.

Accordingly, we are not persuaded the Examiner erred in concluding the combination of Amend, Donahue, Heartland, and Jacobson teaches or renders obvious first “i) receiv[ing] tenant information . . . including financial information,” then “vi) prevent[ing] the landlord from viewing the financial information . . . until receiving the landlord’s acceptance of the terms of [a] real estate commission agreement between the tenant and the landlord,” and then “vii) after receiving acceptance of the terms of the real estate commission agreement . . . permit[ting] the landlord to view the financial information,” as recited in claim 1 and similarly recited in claims 12 and 32.

Improper Combination

Appellant contends the Examiner improperly combined Amend, Donahue, and Heartland. App. Br. 32–35. Specifically, Appellant argues “[e]ach of the particular rationales offered by the Examiner for inserting a commission agreement phase into Amend and Donahue are improper.” *Id.* at 33.

We are not persuaded. The Examiner determines “that one of ordinary skill in the art could have combined, as an additional phase of negotiation (i.e., the commission agreement), acceptance of the commission agreement as a first step before any other phase in Donahue’s forced workflow.” Ans. 26–27. The Examiner further determines that

[o]ne of ordinary skill in the art would have been motivated to incorporate the feature of preventing a step in the lease negotiation from occurring until agreement on a specific

provision has been reached because when “both parties are forced to conform to a highly structured, well-defined transaction sequence for negotiation, errors and misunderstandings can be reduced.”

Non-Final Act. 12 (citing Donahue ¶ 65). The Examiner also determines that “one of ordinary skill in the art would have been motivated to incorporate the feature because such an incorporation would prevent parties from ‘backtracking’ to items ‘that were previously the subject of agreement.’” Non-Final Act. 12 (citing Donahue ¶ 100).

Appellant’s argument that the “benefits of Donahue’s structured negotiation system” do not “provide[] a motivation to add a particular phase, such as execution of a commission agreement, into the structured negotiation system” (App. Br. 33–34) is not persuasive because it does not address the Examiner’s rationale for combining prior art elements according to known methods to yield predictable results (Ans. 26–27). As discussed above, the Examiner finds that Heartland teaches acceptance of a real estate commission agreement as one of the initial steps in a real estate lease negotiation. The Examiner’s reasoning for adding Heartland’s real estate commission agreement in the combination, i.e., combining known prior art elements (*id.*), is supported by rational underpinning. Heartland describes that having an agreed-to real estate commission agreement is useful in a real estate lease negotiation (Heartland at 1), and Appellant does not dispute the Examiner’s finding that “most states require commission agreements to be in writing” (Non-Final Act. 16; *see* App. Br. 34). As such, we find an ordinarily skilled artisan would have been motivated to include that particular lease feature in lease negotiations. Appellant’s arguments do not persuasively address that rationale (*see* App. Br. 32–35), and, accordingly,

we are not persuaded the Examiner’s rationale for adding the execution of a commission agreement into a structured lease negotiation is improper.

We further note that the Examiner’s additional rationales for the combination (Non-Final Act. 12, 16) are also supported by rational underpinning based on the references themselves. In particular, Donahue describes “forc[ing] [parties] to conform to a highly structured, well-defined transaction sequence for negotiation” in order to reduce “errors and misunderstandings.” Donahue ¶ 65.

Accordingly, we are not persuaded the Examiner improperly combined Amend, Donahue, and Heartland.

Therefore, we sustain the rejection of claims 1, 12, and 32 under 35 U.S.C. § 103(a) as being unpatentable over Amend, Donahue, and Heartland. Appellant does not argue separate patentability for dependent claims 3, 5, 8, 9, 11, 13, 14, 16, 19–21, 23–28, 34 and 37–45 and 47, which depend directly or indirectly from claims 1, 12, and 32. *See* App. Br. 36. Accordingly, for the reasons set forth above, we sustain the Examiner’s decision to reject claims 1, 3, 5, 8, 9, 11–14, 16, 19–21, 23–28, 32, 34 and 37–45 and 47.

35 U.S.C. § 103: Claim 46

Appellant contends the Examiner erred in finding Donahue teaches “displaying, simultaneously with the tenant progress bar, a lease terms input interface on the tenant workstation . . . enabling entry of the plurality of requested lease terms,” as recited in claim 46. App. Br. 36–37. Specifically, Appellant argues “FIG. 12 of Donahue and paragraph 118 illustrate and describe an interface that simply lists hyperlinks to various phases of the

disclosed process, without indicating progress along those phases or simultaneously illustrating a lease terms input interface.” *Id.* at 37.

We are not persuaded. The Examiner finds, and we agree, that Figure 13 of Donahue, showing a lease negotiation in “Phase I,” teaches “a tenant progress bar.” *Ans. 27; see Non-Final Act. 26; see also Donahue Figs. 13A, 14, 15.* We also agree with the Examiner’s finding that Figure 13 of Donahue further shows an interface for “the input of lease terms, such as required space, delivery date, rent per month, and term of lease (see features 1301, 1302, 1303, and 1304)” and, therefore, teaches a simultaneously displayed “lease terms input interface on the tenant workstation.” *Ans. 27; see Non-Final Act. 26; see also Donahue Figs. 13A, 14, 15.*

Appellant’s arguments address Figure 12 of Donahue but do not address the Examiner’s findings regarding Figure 13 (or Figures 13A, 14, and 15, also relied-upon by the Examiner). Accordingly, we are not persuaded the Examiner erred in finding Donahue teaches “displaying, simultaneously with the tenant progress bar, a lease terms input interface on the tenant workstation . . . enabling entry of the plurality of requested lease terms,” as recited in claim 46, and we sustain the Examiner’s decision to reject claim 46.

DECISION

We affirm the Examiner’s decision rejecting claims 1, 3, 5, 8, 9, 11–14, 16, 19–21, 23–28, 32, 34, and 37–47 under 35 U.S.C. § 101 as directed to patent-ineligible subject matter.

We affirm the Examiner’s decision rejecting claims 1, 3, 5, 8, 9, 11–14, 16, 19–21, 23, 26–28, 32, 34, and 43–47 under 35 U.S.C. § 103(a) as being unpatentable over Amend, Donahue, Heartland, and Jacobson.

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We affirm the Examiner's decision rejecting claims 24, 25, and 37–42 under 35 U.S.C. § 103(a) as being unpatentable over Amend, Donahue, Heartland, Jacobson, and Florance.

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. § 41.50(f).

AFFIRMED