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UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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*Ex parte* JOSEPH M. ASHER, STUART A. HERSCH,  
JAMES J. LEFKOWITZ, GREGORY P. MARMING,  
and HOWARD W. LUTMCK

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Appeal 2018–007384  
Application 12/709,047<sup>1</sup>  
Technology Center 3600

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Before DEBRA K. STEPHENS, CARL W. WHITEHEAD JR., and  
IFTIKHAR AHMED, *Administrative Patent Judges*.

AHMED, *Administrative Patent Judge*.

DECISION ON APPEAL

STATEMENT OF THE CASE

Appellant appeals under 35 U.S.C. § 134(a) from the Examiner’s final rejection of claims 25–34 and 42–46, which are the only claims pending in the application. Claims 1–24 and 35–41 have been cancelled. Appeal Br. 19, 21. We have jurisdiction under 35 U.S.C. § 6(b).

We AFFIRM.

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<sup>1</sup> We use the word Appellant to refer to “applicant” as defined in 37 C.F.R. § 1.42(a). According to Appellant, BGC Partners, Inc. is the real party in interest. Appeal Br. 3.

## TECHNOLOGY

The application relates “generally to systems and methods for financial investments” and “specifically, the disclosure relates to a futures contract indexed to entertainment revenue.” Spec. ¶ 2.

## ILLUSTRATIVE CLAIM

Claim 25 is illustrative and reproduced below with the limitation at issue under 35 U.S.C. § 103 underlined and certain limitations at issue under 35 U.S.C. § 101 italicized (all emphasis added):

25. A method of operating an electronic entertainment revenue system to communicate with interfaces of computers and electronic remote devices over a communication network to provide securities bundles based on entertainment events, said method comprising:

receiving a user input from an interface of a computer associated with the electronic entertainment revenue system, in which the user input indicates a request for a first security that is based on a first entertainment event of a first type and a second security that is based on a second entertainment event of a second type, in which the second type is distinct from the first type;

*in response to the request for the first security and the second security, generating, via the electronic entertainment revenue system, a generic securities template to provide data fields for data from a logical representation of a generic securities bundle;*

*in response to receiving the request for the first security and the second security, generating, via the electronic entertainment revenue system, based on at least the first security and the second security, a securities bundle that is indexed to future revenues from at least the first entertainment event and the second entertainment event;*

in response to generating the securities bundle, via the electronic entertainment revenue system, generating a specific securities template from the generic securities template;

*updating, via the electronic entertainment revenue system, the specific securities template with data fields based on the data from the generated securities bundle;*

*storing, via the electronic entertainment revenue system, in memory of the entertainment revenue system, data representing the specific securities bundle template that includes data representing a data structure including data fields representing an index to future revenue, the first security, the first entertainment event, the second security, and the second entertainment event;*

receiving a second user input from an interface of a computer associated with the entertainment revenue system via a communication network, in which the second user input indicates a request to purchase the securities bundle;

processing, via the electronic entertainment revenue system, the request to purchase the securities bundle;

transmitting, via the interface of the electronic entertainment revenue system, an indication of the processed request via an interface of a remote device, in which the interface of the remote electronic device and the interface of the electronic entertainment revenue system are in electronic communication over the communication network;

*retrieving, via the electronic entertainment revenue system, from memory of the entertainment revenue system, data representing the specific securities bundle template that includes data representing a data structure including data fields representing the index to future revenue, the first security, the first entertainment event, the second security, and the second entertainment event;*

automatically unbundling, from the retrieved specific securities bundle template, the data representing the securities bundle back into its component securities including data

representing the first security and data representing the second security;

selecting data representing the first security from data representing the securities bundle;

automatically processing a request for an offer for sale of the first security of the security bundle separate from the second security via an interface of a computer of an electronic aftermarket trading system via a communication network; and

automatically communicating information regarding the offer for sale via an interface of a computer associated with a special interest trust entity via a communication network.

### *Rejections*

Claims 25–34 and 42–46 stand rejected under 35 U.S.C. § 101 as being directed to patent-ineligible subject matter. Final Act. 2–10.

Claims 25–34, 42, 44, and 45 stand rejected under 35 U.S.C. § 103 as obvious over the combination of Kaufman (US 7,062,457 B1; June 13, 2006) and Maerz (US 2002/0019792 A1; Feb. 14, 2002). Final Act. 11–21.

Claims 43 and 46 stand rejected under 35 U.S.C. § 103 as obvious over the combination of Kaufman, Maerz, and Glover (US 2002/0042742 A1; Apr. 11, 2002). Final Act. 21–22.

### ISSUES

1. Did the Examiner err in concluding that claims 25–34 and 42–46 are directed to patent-ineligible subject matter under § 101?
2. Did the Examiner err in concluding that the combination of Kaufman and Maerz teaches or suggests “a securities bundle that is indexed to future revenues from at least the first entertainment event and the second entertainment event,” as recited in claim 25?

## ANALYSIS

### *§ 101 Rejection of Claims 25–34 and 42–46*

Section 101 defines patentable subject matter: “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.” *See* 35 U.S.C. § 101. The Supreme Court, however, has “long held that this provision contains an important implicit exception” that “[l]aws of nature, natural phenomena, and abstract ideas are not patentable.” *Mayo Collaborative Servs. v. Prometheus Labs., Inc.*, 566 U.S. 66, 70 (2012) (quotation omitted). “Eligibility under 35 U.S.C. § 101 is a question of law, based on underlying facts.” *SAP Am., Inc. v. InvestPic, LLC*, 898 F.3d 1161, 1166 (Fed. Cir. 2018). To determine patentable subject matter, the Supreme Court has set forth a two part test.

“First, we determine whether the claims at issue are directed to one of those patent-ineligible concepts” of “laws of nature, natural phenomena, and abstract ideas.” *Alice Corp. v. CLS Bank Int’l*, 573 U.S. 208, 217 (2014). “The inquiry often is whether the claims are directed to ‘a specific means or method’ for improving technology or whether they are simply directed to an abstract end-result.” *RecogniCorp, LLC v. Nintendo Co.*, 855 F.3d 1322, 1326 (Fed. Cir. 2017). A court must be cognizant that “all inventions at some level embody, use, reflect, rest upon, or apply laws of nature, natural phenomena, or abstract ideas” (*Mayo*, 566 U.S. at 71), and “describing the claims at . . . a high level of abstraction and untethered from the language of the claims all but ensures that the exceptions to [section] 101 swallow the rule.” *Enfish, LLC v. Microsoft Corp.*, 822 F.3d 1327, 1337 (Fed. Cir.

2016). Instead, “the claims are considered in their entirety to ascertain whether their character as a whole is directed to excluded subject matter.” *Internet Patents Corp. v. Active Network, Inc.*, 790 F.3d 1343, 1346 (Fed. Cir. 2015).

If the claims are directed to an abstract idea or other ineligible concept, then we continue to the second step and “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.” *Alice*, 573 U.S. at 217 (quoting *Mayo*, 566 U.S. at 79, 78). The Supreme Court has “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.” *Id.* at 217–18 (quotation omitted).

The U.S. Patent & Trademark Office has published revised guidance on the application of § 101. *See* USPTO, *2019 Revised Patent Subject Matter Eligibility Guidance*, 84 Fed. Reg. 50 (Jan. 7, 2019) (“Guidance”). Under that guidance, we look to whether the claim recites

- (1) a judicial exception, such as a law of nature or any of the following groupings of abstract ideas:
  - (a) mathematical concepts, such as mathematical formulas;
  - (b) certain methods of organizing human activity, such as a fundamental economic practice; or
  - (c) mental processes, such as an observation or evaluation performed in the human mind;

- (2) any additional limitations that integrate the judicial exception into a practical application (*see* MPEP § 2106.05(a)–(c), (e)–(h));<sup>2</sup> and
- (3) any additional limitations beyond the judicial exception that, alone or in combination, were not “well-understood, routine, conventional” in the field (*see* MPEP § 2106.05(d)).

*See* Guidance, 84 Fed. Reg. at 52, 55, 56. Under the Guidance, if the claim does not recite a judicial exception, then it is eligible under § 101 and no further analysis is necessary. *Id.* at 54. Similarly, under the Guidance, “if the claim as a whole integrates the recited judicial exception into a practical application of that exception,” then no further analysis is necessary. *Id.* at 53–54.

*A) Claims 25–34 and 42–46*

The Examiner concludes that claims 25–34 and 42–46 are directed to patent-ineligible subject matter. Final Act. 2–10; Ans. 3–15. The Examiner determines that “the independent claims are directed to concepts such as - trading securities indexed to revenues from entertainment events - that are similar to fundamental economic practices found by courts as abstract.” Ans. 5.

Appellant argues that the Examiner “oversimplifies the claims by looking at them generally and failing to account for the specific

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<sup>2</sup> This evaluation is performed by (a) identifying whether there are any additional elements recited in the claim beyond the judicial exception, and (b) evaluating those additional elements individually and in combination to determine whether the claim as a whole integrates the exception into a practical application. *See* Guidance, 84 Fed. Reg. at 54–55.

requirements recited in the claims.”<sup>3</sup> Appeal Br. 9. Instead, Appellant asserts, “the combination of elements recited in the claims perform functions that are not generic computer functions,” and “may help improve computer performance by processing transactions directed to security bundles through an electronic revenue system.” *Id.* at 10 (emphasis omitted).

For the reasons discussed below, we are not persuaded that the Examiner has erred.

*B) USPTO Step 2A, Prong 1*

Claim 25 recites, in part, (A) “receiving a user input . . . indicat[ing] a request for a first security that is based on a first entertainment event of a first type and a second security that is based on a second entertainment event of a second type, in which the second type is distinct from the first type”; (B) “generating . . . based on at least the first security and the second security, a securities bundle that is indexed to future revenues from at least the first entertainment event and the second entertainment event”; (C) “receiving a second user input . . . indicat[ing] a request to purchase the securities bundle”; (D) “unbundling . . . the securities bundle back into its component securities”; (E) “processing a request for an offer for sale of the first security of the security bundle separate from the second security”; and (F) “communicating information regarding the offer for sale.” Appeal Br. 19–20. Steps (A)–(F) recite bundling securities related to entertainment events, indexing the bundle to future revenues from those events, and

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<sup>3</sup> Appellant does not separately argue the § 101 rejection of independent claim 42 and all of the pending dependent claims. Appeal Br. 17. We select claim 25 as the representative claim for our § 101 analysis because it is representative of the claimed invention. 37 C.F.R. § 41.37(c)(1)(iv).

unbundling them on receipt of an offer for sale. The Specification explains that invention relates to a method for trading “futures contract[s] indexed to entertainment revenue,” i.e., a “method[] for financial investments.” Spec. at 1, ¶ 2. The Specification describes these financial investments:

Generally, a futures contract is an agreement to buy or to sell an asset such as, for example, a loan, currency, commodity or any suitable financial instrument (e.g., a securities bundle 140, any underlying securities 145, or a right to payment based upon an entertainment event) at some time in the future, whereby the price of the asset is agreed upon at the time the agreement is made.

*Id.* at 25, ¶ 10.<sup>4</sup> Steps (A)–(F) fall under the umbrella of commercial practices, including managing transactions or sales activities, because trading futures contracts indexed to entertainment revenue would ordinarily take place as financial market transactions, which occur in our system of commerce. At a high level, therefore, steps (A)–(F) simply recite commercial or legal interactions, which under the Guidance, fall within the scope of certain methods of organizing human activity, i.e., an abstract idea. Guidance, 84 Fed. Reg. at 52 & n.13 (listing cases). Thus, claim 25 recites an abstract idea.

*C) USPTO Step 2A, Prong 2*

The analysis under prong 2 considers the claim as a whole, i.e., “the limitations containing the judicial exception as well as the additional elements in the claim besides the judicial exception need to be evaluated together to determine whether the claim integrates the judicial exception into

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<sup>4</sup> Paragraph numbering in the Specification is reset after ¶ 40. We therefore cite to page and paragraph numbers.

a practical application.” October 2019 Patent Eligibility Guidance Update, at 12, available at <http://www.uspto.gov/PatentEligibility>. Here, claim 25 does not include any elements that meaningfully limit the claimed invention beyond the abstract idea.

Appellant argues that the claims “may help improve computer performance by processing transactions directed to security bundles through an electronic revenue system,” including by “generating specific templates for storing data representing securities and entertainment data and generating transactions directed to the templates which may help control the number of commands and transactions being transmitted over the network and control computer workload.” Appeal Br. 10 (emphasis omitted). The “templates” for storing data representing securities and generating transactions, however, are recited at a high level of generality in claim 25, and the written description is devoid of any detail on the use of those templates. *See* Spec. at 20, ¶ 1, Fig. 4. The Examiner finds that “a Word document listing of securities, an Excel spreadsheet list of securities or even an email message containing a list of securities and entertainment events, would qualify as a securities template.” Ans. 8. Appellant fails to explain how the use of such lists “control[s] the number of commands and transactions being transmitted over the network” or improves computer performance. Appeal Br. 10.

Appellant also does not sufficiently explain how the “claim language shows the *magnitude and complexity of the network communication*.” *Id.* at 11. The focus of claim 25 is on bundling and unbundling securities, not on network communications. *Id.* at 19–20; Ans. 12 (“The entire invention is merely about entertainment financing by issuing and selling securities whose revenues are indexed to revenues from entertainment events.”). Appellant’s

arguments that the claims are directed at improvements in computer performance and reduce computer workload are not tied to any claim elements that reflect an improvement in the functioning of a computer, or are indicative of the abstract idea being integrated into a practical application. *See* Guidance, 84 Fed. Reg. at 55 (citing *DDR Holdings, LLC v. Hotels.com, L.P.*, 773 F.3d 1245, 1257–59 (Fed. Cir. 2014)); *see also* MPEP § 2106.05(a). As the Examiner correctly points out, Appellant’s claimed improvements, including those listed in the Specification (Spec. ¶ 9), come from the performance of the computer and the computer network, and the “analysis would be identical if the computer network were utilized to carry out ordinary e-commerce or similar other economic activity online.” Ans. 13–14; *OIP Techs., Inc. v. Amazon.com, Inc.*, 788 F.3d 1359, 1363 (Fed. Cir. 2015) (“relying on a computer to perform routine tasks more quickly or more accurately is insufficient to render a claim patent eligible”).

Even when considered as a combination of its elements, claim 25 is directed at nothing more than the abstract idea of trading securities bundles related to entertainment events indexed to future revenues, using a computer merely as a tool. Thus, claim 25 fails to recite an improvement to the functioning of a computer and does not integrate the judicial exception into a practical application. *See* Guidance, 84 Fed. Reg. at 54–56.

Appellant further argues that the claims do not preempt all the ways of achieving the intended result because the claimed recitations are very specific. Appeal Br. 14 (citing *McRO, Inc. v. Bandai Namco Games Am. Inc.*, 837 F.3d 1299, 1315 (Fed. Cir. 2016)). As the Federal Circuit has explained, “[w]hile preemption may signal patent ineligible subject matter, the absence of complete preemption does not demonstrate patent eligibility.”

*Ariosa Diagnostics, Inc. v. Sequenom, Inc.*, 788 F.3d 1371, 1379 (Fed. Cir. 2015). Moreover, the claims in *McRO*, unlike claim 25, did not “simply use a computer as a tool to automate conventional activity,” and there was “no evidence that the process previously used by animators [was] the same as the process required by the claims.” *McRo*, 837 F.3d at 1314. Instead, the claimed process there used a combination of specific rules to “render[] information into a specific format that [was] then used and applied to create desired results: a sequence of synchronized, animated characters.” *Id.* at 1315 (explaining that the claimed process was different than the one that would be performed by a human). The focus of claim 25 however is on bundling and unbundling securities in the same manner as has long been practiced in financial market, using the computer merely as a tool. Ans. 11.

*D) USPTO Step 2B*

Lastly, we agree with the Examiner that additional claim elements recited in claim 25, beyond the claimed abstract idea, recite “well-understood, routine, and conventional functions” known in the art. Ans. 6. The Examiner finds that “a limitation by limitation analysis of the claims fails to supply an inventive concept that is significantly more.” *Id.* at 6–11.

Appellant argues that “the *combination of elements* recited in the claims perform functions that *are not generic computer functions.*” Appeal Br. 10 (listing various limitations related to computer functionality); Reply Br. 2–3. Appellant further argues that the Examiner’s ““significantly more” analysis in the Final Rejection is not consistent with the USPTO guidelines.” Reply Br. 2 (citing USPTO, Memorandum on Changes in Examination Procedure Pertaining to Subject Matter Eligibility, Recent Subject Matter

Eligibility Decision (*Berkheimer v. HP, Inc.*) (Apr. 19, 2018)); *see also* *Berkheimer v. HP Inc.*, 881 F.3d 1360 (Fed. Cir. 2018).

Aside from the “templates” limitation (discussed above and found to be generic), Appellant however fails to explain how the other identified limitations recite functions that are *not* generic computer functions. Appellant also fails to explain any error in the Examiner’s limitation by limitation analysis of the claim. Ans. 6–11; Reply Br. 1–7. The Examiner specifically 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:

performing repetitive calculations,  
receiving, processing, and storing data,  
electronically scanning or extracting data from a physical document,  
electronic recordkeeping,  
automating mental tasks, and  
receiving or transmitting data over a network, e.g., using the Internet to gather data.

Ans. 6 (citing MPEP § 2106.05(d)). The Examiner further cites to statements in the Specification that the Examiner finds demonstrate the well-understood, routine, conventional nature of each of the additional claim elements. *Id.* at 7–11. We are persuaded that the Examiner’s explanation suffices to comply with the April 19<sup>th</sup> *Berkheimer* Memorandum.

We therefore agree with the Examiner that claim 25 “[does] not contain any inventive concepts that can transform the abstract idea into significantly more.” *Id.* at 11; *see Intellectual Ventures I LLC v. Capital One Bank (USA)*, 792 F.3d 1371, 1366 (Fed. Cir. 2015) (“the use of conventional computer components, such as a database and processors,

operating in a conventional manner” “do[es] not confer patent eligibility”); *CyberSource Corp. v. Retail Decisions, Inc.*, 654 F.3d 1366, 1375 (Fed. Cir. 2011) (merely claiming a software implementation of an abstract idea that could otherwise be performed without the use of a computer does not alter the method’s unpatentability under 35 U.S.C. § 101).

Accordingly, we sustain the Examiner’s rejection under § 101 of claim 25, and claims 26–34 and 42–46, which Appellant argues are patentable for similar reasons. *See* Appeal Br. 17; 37 C.F.R. § 41.37(c)(1)(iv).

*§ 103 Rejections of Claims 25–34 and 42–46*

Independent claim 25 recites “a securities bundle that is indexed to future revenues from at least the first entertainment event and the second entertainment event.” Appeal Br. 19. Claim 25 also recites “data representing the specific securities bundle template that includes data representing a data structure including data fields representing an index to future revenue.” *Id.* Independent claim 42 recites identical limitations. *Id.* at 21–22.

The Examiner determines that the combination of Kaufman and Maerz teaches or suggests the claimed securities bundle. Final Act. 12–14 (citing Kaufman, 3:5–65, 16:5–15), 14 (citing Maerz ¶¶ 55, 56, 79); Ans. 15–17. The Examiner finds that Kaufman discloses that “a group of two or more major entertainment companies . . . will create and sell separate contractual interests . . . relating to a large number of Entertainment Productions . . . each providing for a contractual indexed return based on the performance of the underlying Entertainment Production—to a third party entity.” Final Act. 12–13 (citing Kaufman, 1:5–25, 3:5–65, 9:5–65)

(emphasis omitted). The Examiner further finds that “Maerz teaches trading POPS securities as well as creating POPS baskets.” *Id.* at 14–15 (citing Maerz ¶¶ 37, 38, 55, 56, 79, 83).

Appellant argues, without further explanation, that “the cited portions of Maerz . . . describe[] a *POPS basket as containing a group of Pilots*, . . . which is *not* the same as a *security bundle that includes securities and an index to a future revenue* recited in the current claims.” Appeal Br. 16 (citing Maerz ¶¶ 37, 38, 80–83, 77).

We are not persuaded that the Examiner has erred. Appellant alleges Maerz does not teach the claimed securities bundle, but does not address the rejection as articulated, in which the Examiner relies on certain combined teachings of the prior art. Final Act. 15–16; *see In re Keller*, 642 F.2d 413, 425 (CCPA 1981) (“[T]he test [for obviousness] is what the combined teachings of the references would have suggested to those of ordinary skill in the art.”); *see also In re Merck & Co.*, 800 F.2d 1091, 1097 (Fed. Cir. 1986) (“Non-obviousness cannot be established by attacking references individually where the rejection is based upon the teachings of a combination of references.”). The Examiner instead determines that a person of ordinary skill in the art would have found it obvious to “modify Kaufman as it relates to financing of entertainment productions to include Maerz as it relates to trading securities based on pilot programs.” Final Act. 15–16.

The Examiner finds that Kaufman discloses all aspects of financing entertainment events, such as movie and television shows, and creating contractual interests that provide for a payout contingent on a performance index, such as box office receipts. Ans. 16 (citing Kaufman, 3:5–65, 9:5–65,

16:5–15, 19:30–35); *see also* Kaufman, 16:4–13. The Examiner further finds that “Maerz discloses issuing a collection of securities (named POPS)” (Ans. 17), “a security that groups an estimated ten-to-twenty television projects together into what is termed a ‘POPS basket’ that can form one security suitable for investment on a national exchange in which members of the public can invest.” Maerz ¶ 37; *see also id.* ¶¶ 80–83. Maerz further discloses that “[t]he POPS Index may provide a foundation for a futures trading market whereby investors may hedge an existing investment, or may attempt to project the future value of a specific POPS or the Index as a whole.” *Id.* ¶ 57. We are therefore not persuaded of error in the Examiner’s finding that the combination of these teachings teaches the claimed securities bundle. Ans. 17.

Appellant merely asserts that a POP basket is not the same as the claimed security bundle (Appeal Br. 16), but fails to identify any aspect of the claim limitation that is absent from the combined teachings of Kaufman and Maerz, or sufficiently explain *why* the combination does not teach or suggest “a securities bundle that is indexed to future revenues from at least the first entertainment event and the second entertainment event.”<sup>5</sup> Accordingly, we are not persuaded of error in the Examiner’s obviousness determination as to claim 25.

*Other Claim Limitations of Claim 25*

Additionally, Appellant quotes more than half of claims limitations of claim 25, with portions of those limitations emphasized, and states:

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<sup>5</sup> Appellant also does not address the Examiner response in its Reply Brief. *See* Reply Br. 1–7.

Appellant[] respectfully contend[s] that the cited portions of the references, alone or in combination, fail to teach or suggest at least the claim features recited above (and the claims that depend therefrom). The Final Action admits that *Kaufman* does not disclose the claimed features emphasized above but alleges that *Maerz* discloses the above features. However, *Maerz* and *Glover* fail to cure the deficiencies in *Kaufman*.

Appeal Br. 15–16. The only argument presented by Appellant is with respect to the “securities bundle” limitation, discussed above.

We are not persuaded of error. Appellant fails to address the Examiner’s findings or explain why those findings are allegedly unclear or unsupported. By failing to do so, Appellant’s contention amounts to a request for a *de novo* review of the Examiner’s findings. Further, Appellant’s bare restatement of the claim language does not show error. *See* 37 C.F.R. § 41.37 (c)(1)(iv) (“A statement which merely points out what a claim recites will not be considered an argument for separate patentability of the claim.”); *In re Lovin*, 652 F.3d 1349, 1357 (Fed. Cir. 2011) (“[T]he Board reasonably interpreted Rule 41.37 to require more . . . than a mere recitation of the claim elements and a naked assertion that the corresponding elements were not found in the prior art.”).

The Examiner finds that the combination of *Kaufman* and *Maerz* discloses each of the claim limitations, discusses the reasons to combine the two references, and provides sufficient explanation of those findings, which establishes *prima facie* obviousness. Final Act. 11–16; Ans. 15–17 (providing additional explanation of the rejection); *see In re Jung*, 637 F.3d 1356, 1362 (Fed. Cir. 2011) (*prima facie* case established when the rejection provides sufficient explanation). As noted above, Appellant fails to identify any error in the Examiner’s findings, and our review of the references

reveals no such error. Therefore, based upon the determinations above, on this record, we are not persuaded of error in the Examiner's reliance on the cited prior art to disclose each of the claim limitations listed by the Appellant, nor do we find error in the Examiner's resulting finding of obviousness of claim 25.

Accordingly, we sustain the Examiner's rejections under § 103 of claim 25, and claims 26–34 and 42–46, which Appellant does not separately argue. *See* Appeal Br. 15; 37 C.F.R. § 41.37(c)(1)(iv).

### CONCLUSION

For the reasons above, we *affirm* the Examiner's decision rejecting claims 25–34 and 42–46 under § 101 and § 103.

<b>Claims Rejected</b>	<b>Statute</b>	<b>Reference(s)/Basis</b>	<b>Affirmed</b>	<b>Reversed</b>
25–34, 42–46	§ 101	Eligibility	25–34, 42–46	
25–34, 42, 44, 45	§ 103	Kaufman, Maerz	25–34, 42, 44, 45	
43, 46	§ 103	Kaufman, Maerz, Glover	43, 46	
<b>Overall Outcome</b>			25–34, 42–46	

### TIME TO RESPOND

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).

**AFFIRMED**