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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte BENJAMIN DAVID FOLLIS

Appeal 2019-000144
Application 14/645,770
Technology Center 3600

Before JUSTIN BUSCH, JASON J. CHUNG, and
JOYCE CRAIG, *Administrative Patent Judges*.

CHUNG, *Administrative Patent Judge*.

DECISION ON APPEAL

Pursuant to 35 U.S.C. § 134(a), Appellant¹ appeals the Final Rejection of claims 1, 2, 4–7, 10, 20, 21, 24, 25, 27–30, 32, and 34.² We have jurisdiction under 35 U.S.C. § 6(b).

We affirm.

INVENTION

The invention relates to improving the efficiency and effectiveness of computing systems used in managing and tracking electronic contract obligations. Spec. ¶ 1. Claim 1 is illustrative of the invention and is

¹ We use the word “Appellant” to refer to “applicant” as defined in 37 C.F.R. § 1.42. According to Appellant, Adobe Systems Incorporated is the real party in interest. Appeal Br. 1.

² Claims 3, 8, 9, 22, 23, 26, 31, and 33 are cancelled. Appeal Br. 19, 20, 22–25. Claims 11–19 are withdrawn. *Id.* at 20.

reproduced below:

1. In a computer network environment, a method for providing information about an obligation of an electronic contract, the method comprising:

providing, by an electronic signature server via a data network, an electronic contract for execution to a first client device of a first participant in the electronic contract and to a second client device of a second participant in the electronic contract;

receiving, by the electronic signature server via the data network, a first electronic communication from the first client device comprising a first electronic signature of a signatory of the first participant, and a second electronic communication from the second client device comprising a second electronic signature of a signatory of the second participant;

adding, by the electronic signature server, the first electronic signature and the second electronic signature to the electronic contract to create an executed electronic contract;

analyzing, by the electronic signature server, the executed electronic contract to create an annotation identifying an obligation to be performed by a performing participant of the executed electronic contract according to a time constraint for the benefit of a benefited participant of the executed electronic contract and a location within the executed electronic contract of information about the obligation and the time constraint, wherein the annotation comprises (i) a reminder schedule for sending periodically-recurring electronic reminder messages about the obligation, (ii) the time constraint, (iii) and one or more of a subsection of the electronic contract containing the obligation to be performed or a link to the subsection of the executed electronic contract containing the obligation to be performed, and wherein analyzing the executed electronic contract comprises recognizing text of the electronic contract by performing character recognition and analyzing the text of the electronic contract;

creating, by the electronic signature server, an electronic document comprising the executed electronic contract and the annotation;

sending, by the electronic signature server via the data network, *the electronic document* to a monitoring server;

storing, by the monitoring server, *the electronic document* in memory;

monitoring, by the monitoring server, *the electronic document stored* in the memory *for occurrence of the time constraint*; and

upon occurrence of the time constraint, triggering, by the monitoring server, *an electronic notification message to at least one of a performing participant device operated by the performing participant or a benefited participant device operated by the benefited participant, the electronic message comprising at least the time constraint and the subsection of the electronic contract or a link to the subsection of the executed electronic.*

Appeal Br. 18–19 (Claims Appendix) (emphases added).

REJECTION^{3,4}

Claims 1, 2, 4–7, 10, 20, 21, 24, 25, 27–30, 32, and 34 stand rejected under 35 U.S.C. § 101 as being directed to patent ineligible subject matter. Final Act. 10–15.

ANALYSIS

I. Claims 1, 2, 4–7, 10, 20, 21, 24, 25, 27–30, 32, and 34 Rejected Under 35 U.S.C. § 101

A. Legal Principles

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 implicit exceptions: “[I]aws of nature, natural phenomena, and abstract

³ The various rejections under 35 U.S.C. § 112(b) are withdrawn. Final Act. 2; Advisory Action mailed on June 25, 2018.

⁴ The rejection under 35 U.S.C. § 103 is withdrawn. Final Act. 3.

ideas” are not patentable. *E.g.*, *Alice Corp. v. CLS Bank Int’l*, 573 U.S. 208, 216 (2014).

In determining whether a claim falls within an excluded category, we are guided by the Supreme Court’s two-step framework, described in *Mayo* and *Alice*. *Id.* at 217–18 (citing *Mayo Collaborative Servs. v. Prometheus Labs., Inc.*, 566 U.S. 66, 75–77 (2012)). In accordance with that framework, we first determine what concept the claim is “directed to.” *See Alice*, 573 U.S. at 219 (“On their face, the claims before us are drawn to the concept of intermediated settlement, i.e., the use of a third party to mitigate settlement risk.”); *see also Bilski v. Kappos*, 561 U.S. 593, 611 (2010) (“Claims 1 and 4 in petitioners’ application explain the basic concept of hedging, or protecting against risk.”).

Concepts determined to be abstract ideas and, thus, patent ineligible, include certain methods of organizing human activity, such as fundamental economic practices (*Alice*, 573 U.S. at 219–20; *Bilski*, 561 U.S. at 611); mathematical formulas (*Parker v. Flook*, 437 U.S. 584, 594–95 (1978)); and mental processes (*Gottschalk v. Benson*, 409 U.S. 63, 69 (1972)). Concepts determined to be patent eligible include physical and chemical processes, such as “molding rubber products” (*Diamond v. Diehr*, 450 U.S. 175, 191 (1981)); “tanning, dyeing, making water-proof cloth, vulcanizing India rubber, smelting ores” (*id.* at 182 n.7 (quoting *Corning v. Burden*, 56 U.S. (15 How.) 252, 267–68 (1854))); and manufacturing flour (*Benson*, 409 U.S. at 69 (citing *Cochrane v. Deener*, 94 U.S. 780, 785 (1876))).

In *Diehr*, the claim at issue recited a mathematical formula, but the Supreme Court held that “[a] claim drawn to subject matter otherwise statutory does not become nonstatutory simply because it uses a

mathematical formula.” *Diehr*, 450 U.S. at 187; *see also id.* at 192 (“We view respondents’ claims as nothing more than a process for molding rubber products and not as an attempt to patent a mathematical formula.”). Having said that, the Supreme Court also indicated that a claim “seeking patent protection for that formula in the abstract . . . is not accorded the protection of our patent laws, . . . and this principle cannot be circumvented by attempting to limit the use of the formula to a particular technological environment.” *Id.* (citing *Benson* and *Flook*); *see, e.g., id.* at 187 (“It is now commonplace that an *application* of a law of nature or mathematical formula to a known structure or process may well be deserving of patent protection.”).

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 (quotation marks omitted). “A claim that recites an abstract idea must include ‘additional features’ to ensure ‘that the [claim] is more than a drafting effort designed to monopolize the [abstract idea].’” *Id.* (quoting *Mayo*, 566 U.S. at 77). “[M]erely requir[ing] generic computer implementation[] fail[s] to transform that abstract idea into a patent-eligible invention.” *Id.*

The U.S. Patent and Trademark Office (“USPTO”) published revised guidance on the application of § 101. USPTO’s January 7, 2019 Memorandum, 2019 Revised Patent Subject Matter Eligibility Guidance (“Memorandum”). Under that 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* Manual of Patent Examining Procedure (“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 are not “well-understood, routine, conventional” in the field (*see* MPEP § 2106.05(d)); or
- (4) simply appends well-understood, routine, conventional activities previously known to the industry, specified at a high level of generality, to the judicial exception.

See Memorandum.

B. The Examiner’s Conclusions and Appellant’s Arguments

The Examiner concludes the present claims recite certain methods of organizing human activity. Final Act. 12. The Examiner also determines the present claims do not amount to significantly more than an abstract idea itself because the additional elements are recited in a generic manner and operate using well-understood, routine, and conventional functions. Final Act. 13–14 (citing *Alice*, 573 U.S. at 225–26; *Ultramercial, LLC v. Hulu, LLC*, 772 F.3d 709, 716–17 (Fed. Cir. 2014); *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); *Gottschalk,*

409 U.S. at 65–67; *Bancorp*, 687 F.3d at 1275; *CyberSource*, 654 F.3d at 1375); Ans. 9.

Appellant argues that the present claims recite features that were not known previously because there are no obviousness or novelty rejections of the claims. Appeal Br. 6. Appellant argues, similar to *Enfish, LLC v. Microsoft Corp.*, 822 F.3d 1327 (Fed. Cir. 2016), the present claims recite an improvement in computer-related technology by using an executed electronic contract to create a composite document including annotations with obligation information, and usage of a monitoring server to notify users not only of when a contractual obligation should be performed, but also providing the relevant subsection of the contract containing the obligation. Appeal Br. 5–7 (citing Spec. ¶¶ 2–5, 18, 19, 33, 50); Reply Br. 7–8. Appellant further argues, similar to *DDR Holdings, LLC v. Hotels.com, L.P.*, 773 F.3d 1245 (Fed. Cir. 2014), the present claims are necessarily rooted in computer technology to solve problems specifically arising in that realm because the present claims require using multiple servers communicating via computer networks to facilitate automatically, communications and operations for remote computing devices with respect to actions for generating an electronic contract. Appeal Br. 12–14.

Appellant argues, similar to *BASCOM Global Internet Services, Inc. v. AT&T Mobility LLC*, 827 F.3d 1341 (Fed. Cir. 2016), the present claims recite a non-conventional and non-generic arrangement of known, conventional elements, which results in an inventive concept. Appeal Br. 10–12. Appellant argues the Examiner fails to provide any evidence that “creat[ing] an annotation identifying an obligation to be performed . . . wherein the annotation comprises (i) a reminder schedule for sending

periodically-recurring reminder messages about the obligation, (ii) the time constraint, and (iii) one or more of a subsection of the contract . . .” and “creating a document comprising the executed contract and the annotation” are well-understood, routine, and conventional. Appeal Br. 14–16. We disagree with Appellant.

C. Discussion

1. Step 2A, Prong 1

Patent eligibility under 35 U.S.C. § 101 is a question of law that is reviewable *de novo*. See *Dealertrack, Inc. v. Huber*, 674 F.3d 1315, 1333 (Fed. Cir. 2012). We, therefore, conclude the emphasized portions of claim 1,⁵ reproduced above (*see supra* at 2–3), recite commercial or legal interactions including agreements in the form of contracts because claim 1 requires an electronic signature for creating an executed electronic contract. According to the Memorandum, commercial or legal interactions including agreements in the form of contracts fall into the category of certain methods of organizing human activity. See Memorandum, 84 Fed. Reg. at 52. Moreover, those certain methods of organizing human activity are a type of abstract idea. See *id.*

Because the present claims recite commercial or legal interactions including agreements in the form of contracts, which fall into the category of

⁵ Claim 1, reproduced above with emphases, recites similar features as independent claims 20 and 27. Appellant does not argue claims 2, 4–7, 10, 20, 21, 24, 25, 27–30, 32, and 34 separately, but asserts the § 101 rejection of those claims should be withdrawn for at least the same reasons as argued for independent claim 1. Appeal Br. 5–16. We, therefore, group claims 1, 2, 4–7, 10, 20, 21, 24, 25, 27–30, 32, and 34 together and refer to those claims as the “present claims.”

certain methods of organizing human activity (i.e., an abstract idea), we proceed to prong 2.

2. *Step 2A, Prong 2*

The additional elements of the present claims do not integrate the abstract idea into a practical application because they do not impose any meaningful limits on practicing the abstract idea. In particular, we disagree with Appellant’s argument that the present claims recite features that were not known previously because there are no obviousness or novelty rejections of the claims. Appeal Br. 6.

With regard to Appellant’s argument that the present claims recite features that were not known previously because there are no obviousness or novelty rejections of the claims, (Appeal Br. 6), Appellant improperly conflates the requirements for eligible subject matter (§ 101) with the independent requirements of novelty (§ 102) and non-obviousness (§ 103). “The ‘novelty’ of any element or steps in a process, or even of the process itself, is of no relevance in determining whether the subject matter of a claim falls within the § 101 categories of possibly patentable subject matter.” *Diehr*, 450 U.S. at 188–89; *see also Genetic Techs. Ltd. v. Merial L.L.C.*, 818 F.3d 1369, 1376 (Fed. Cir. 2016) (stating that, “under 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”).

We disagree with Appellant’s argument that, similar to *Enfish*, the present claims recite an improvement in computer-related technology. Appeal Br. 5–7 (citing Spec. ¶¶ 2–5, 18, 19, 33, 50); Reply Br. 7–8. Specifically, Appellant argues there is an improvement because the present

claims use an executed electronic contract to create a composite document including annotations with obligation information, and usage of a monitoring server to notify users not only of when a contractual obligation should be performed, but also providing the relevant subsection of the contract containing the obligation. Appeal Br. 5–7 (citing Spec. ¶¶ 2–5, 18, 19, 33, 50); Reply Br. 7–8.

Appellant does not identify persuasively how the Specification sets forth an improvement in technology. The USPTO October 2019 Patent Eligibility Guidance Update (“Update”) addresses how we consider evidence of improvement that is presented to us. The Update states:

[d]uring examination, the examiner should analyze the “improvements” consideration by evaluating the specification and the claims to ensure that a technical explanation of the asserted improvement is present in the specification, and that the claim reflects the asserted improvement. Generally, examiners are not expected to make a qualitative judgment on the merits of the asserted improvement. *If the examiner concludes the disclosed invention does not improve technology, the burden shifts to applicant to provide persuasive arguments supported by any necessary evidence to demonstrate that one of ordinary skill in the art would understand that the disclosed invention improves technology.* Any such evidence submitted under 37 C.F.R. § 1.132 must establish what the specification would convey to one of ordinary skill in the art and cannot be used to supplement the specification. For example, in response to a rejection under 35 U.S.C. § 101, an applicant could submit a declaration under § 1.132 providing testimony on how one of ordinary skill in the art would interpret the disclosed invention as improving technology and the underlying factual basis for that conclusion.

Update, 13 (emphasis added).

In this case, the Examiner concludes the present claims do not recite an improvement to technology. Final Act. 4–8; Ans. 3–5. Consequently, we

focus on any evidence Appellant cites as discussed in the Update. Here, although Appellant identifies paragraphs 2–5, 18, 19, 33, and 50 of the Specification, those paragraphs merely describe tracking obligations for electronic contracts and sending reminders to the contract participants (i.e., certain methods of organizing human activity), which fall within the category of an abstract idea as discussed *supra*, not an improvement to technology. Appeal Br. 5–7 (citing Spec. ¶¶ 2–5, 18, 19, 33, 50); Reply Br. 7–8. Paragraphs 2–5, 18, 19, 33, and 50 of the Specification are unlike the technological improvements in *Enfish*.

In *Enfish*, the Federal Circuit considered how the invention in *Enfish* was superior to the technology in the prior art. That is, the court considered “the specification’s emphasis that ‘the present invention comprises a flexible, self-referential table that stores data,’” “[t]he specification also teaches that the self-referential table functions differently than conventional database structures,” and “traditional databases, such as ‘those that follow the relational model and those that follow the object oriented model’ are inferior to the claimed invention.” *Enfish, LLC v. Microsoft Corp.*, 822 F.3d at 1337 (interior citations omitted). Moreover, in *Enfish* “[t]he structural requirements of current databases require a programmer to predefine a structure and subsequent [data] entry must conform to that structure,’ [and] the ‘database of the present invention does not require a programmer to preconfigure a structure to which a user must adapt data entry.’” *Id.* Based on the foregoing, the court determined the claims “achieve[d] other benefits over conventional databases, such as increased flexibility, faster search times, and smaller memory requirements.” *Id.* Unlike the claims of *Enfish*, the present claims do not recite “a specific improvement to the way

computers operate, embodied in the self-referential table.” *Id.* at 1336.

Instead, the present claims recite an abstract idea as discussed *supra*, in § I.C.1. or at best, improving an abstract idea—not a technological improvement. The Specification indicates the additional elements (i.e., “data network,” “first client device,” “second client device,” “electronic signature server,” “monitoring server,” “memory,” “performing participant device” “benefited participant device,” “first processing device,”⁶ “first memory device,”⁷ “first communication interface,”⁸ “second processing device,”⁹ “second memory device,”¹⁰ “second communication interface,”¹¹ and “memory device”¹²) recited in the present claims are merely generic computer components used to implement the abstract idea. Spec. ¶¶ 27–29, 35, 39, 41, 45, 52, 59, 62–65, 67. Further, the generic computer components, individually or in combination, do not integrate the judicial exception into a practical application.

Additionally, “a claim for a *new* abstract idea is still an abstract idea.” *Synopsys, Inc. v. Mentor Graphics Corp.*, 839 F.3d 1138, 1151 (Fed. Cir. 2016) (emphasis added). “[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*

⁶ This feature is recited in claims 20 and 27, but not recited in claim 1.

⁷ This feature is recited in claim 20, but not recited in claims 1 and 27.

⁸ This feature is recited in claim 20, but not recited in claims 1 and 27.

⁹ This feature is recited in claims 20 and 27, but not recited in claim 1.

¹⁰ This feature is recited in claim 20, but not recited in claims 1 and 27.

¹¹ This feature is recited in claim 20, but not recited in claims 1 and 27.

¹² This feature is recited in claim 27, but not recited in claims 1 and 20.

L.L.C., 818 F.3d 1369, 1376 (Fed. Cir. 2016) (citations omitted).

We further disagree with Appellant’s argument that, similar to *DDR Holdings*, the present claims are necessarily rooted in computer technology to solve problems specifically arising in that realm because the present claims require using multiple servers communicating via computer networks to facilitate automatically, communications and operations for remote computing devices with respect to actions for generating an electronic contract. Appeal Br. 12–14. The subject claim considered by the *DDR* court pertained to a visitor of a host’s website clicking on an advertisement for a third-party product displayed on the host’s website, the visitor is no longer being transported to the third party’s website. *DDR Holdings*, 773 F.3d at 1257. In *DDR*, instead of losing visitors to the third-party’s website, the host website can send its visitors to a web page on an outsource provider’s server that (1) incorporates “look and feel” elements from the host website and (2) provides visitors with the opportunity to purchase products from the third-party merchant without actually entering that merchant’s website. *Id.* at 1257–58. In contrast to the claims of *DDR*, the present claims do not recite incorporating “look and feel elements” from a host website and providing visitors with the opportunity to purchase products from a third-party merchant without actually entering the merchant’s website.

Appellant does not make any other arguments pertaining to step 2A, prong 2. Because the present claims recite an abstract idea that is not integrated into a practical application, we proceed to Step 2B.

3. Step 2B

We agree with the Examiner’s determination that the abstract idea is

implemented with additional elements that are well-understood, routine, and conventional. Final Act. 14 (citing *Alice*, 573 U.S. at 225–26; *Ultramercial*, 772 F.3d at 716–17; *buySAFE*, 765 F.3d at 1355; *Cyberfone*, 558 F. App’x at 993; *Gottschalk*, 409 U.S. at 65–67; *Bancorp*, 687 F.3d at 1275; *CyberSource*, 654 F.3d at 1375); Ans. 9. The Specification also supports the Examiner’s determination in this regard because it explains that “data network,” “first client device,” “second client device,” “electronic signature server,” “monitoring server,” “memory,” “performing participant device” “benefited participant device,” “first processing device,” “first memory device,” “first communication interface,” “second processing device,” “second memory device,” “second communication interface,” and “memory device” are generic components. Spec. ¶¶ 27–29, 35, 39, 41, 45, 52, 59, 62–65, 67. Appellant’s Specification indicates these additional elements were well-understood, routine, and conventional components because it describes them at a high level of generality and in a manner that indicates that they are sufficiently well-known. *Id.* Moreover, the additional elements recited in the present claims, analyzed individually or in combination, do not result in the claim, as a whole, amounting to significantly more than the judicial exception.

We disagree with Appellant’s argument that the Examiner fails to support the finding that “creat[ing] an annotation identifying an obligation to be performed . . . wherein the annotation comprises (i) a reminder schedule for sending periodically-recurring reminder messages about the obligation, (ii) the time constraint, and (iii) one or more of a subsection of the contract . . .” and “creating a document comprising the executed contract and the annotation” are well-understood, routine, and conventional with any

evidence. Appeal Br. 14–16. As an initial matter, Appellant’s argument appears misplaced because the Examiner concludes these features are part of the abstract idea of certain methods of organizing human activity rather than labeling these features as “additional elements.” Final Act. 12.

Additionally, the Examiner finds the additional elements (e.g., electronic signature server, data network, first client device, second client device, etc.) are recited in a generic manner that are well-understood, routine, and conventional. Final Act. 13–14 (citing *Alice*, 573 U.S. at 225–26; *Ultramercial*, 772 F.3d at 716–17; *buySAFE*, 765 F.3d at 1355; *Cyberfone*, 558 F. App’x at 993; *Gottschalk*, 409 U.S. at 65–67; *Bancorp*, 687 F.3d at 1275; *CyberSource*, 654 F.3d at 1375); Ans. 9; *see also* USPTO Commissioner for Patents Memorandum dated Apr. 9, 2018, “Changes in Examination Procedure Pertaining to Subject Matter Eligibility, Recent Subject Matter Eligibility Decision” (*Berkheimer v. HP, Inc.*) (explaining that citing relevant cases is one way to support this finding).

An inventive concept “cannot be furnished by the unpatentable law of nature (or natural phenomenon or abstract idea) itself.” *Genetic Techs. Ltd. v. Merial L.L.C.*, 818 F.3d 1369, 1376 (Fed. Cir. 2016); *see also* 84 Fed. Reg. at 56; *Alice*, 573 U.S. at 217 (explaining that, after determining a claim is directed to a judicial exception, “we then ask, ‘[w]hat else is there in the claims before us?’” (emphasis added, brackets in original) (quoting *Mayo*, 566 U.S. at 78)). Instead, an “inventive concept” is furnished by an element or combination of elements that is recited in the claim in addition to the judicial exception and sufficient to ensure the claim as a whole amounts to significantly more than the judicial exception itself. *Alice*, 573 U.S. at 218–19 (citing *Mayo*, 566 U.S. at 72–73); *see BSG Tech LLC v. BuySeasons, Inc.*,

899 F.3d 1281, 1290 (Fed. Cir. 2018) (explaining that the Supreme Court in *Alice* “only assessed whether the claim limitations other than the invention's use of the ineligible concept to which it was directed were well-understood, routine and conventional,” (emphasis added)).

We also disagree with Appellant’s argument that, similar to *BASCOM*, the present claims recite a non-conventional and non-generic arrangement of known, conventional elements, which results in an inventive concept. Appeal Br. 12. Appellant’s arguments fail to identify any additional element or particular combination of elements that allegedly are unconventional, non-routine, or not well-understood. *See* Appeal Br. 10–12. The Examiner cites cases in support of the finding that the generic computer components were well-understood, routine, and conventional components performing conventional computer operations. Final Act. (citing *Alice*, 573 U.S. at 225–26; *Ultramercial*, 772 F.3d at 716–17; *buySAFE*, 765 F.3d at 1355; *Cyberfone*, 558 F. App’x at 993; *Gottschalk*, 409 U.S. at 65–67; *Bancorp*, 687 F.3d at 1275; *CyberSource*, 654 F.3d at 1375).

In *BASCOM*, the claims were directed to “a filter implementation versatile enough that it could be adapted to many different users’ preferences while also installed remotely in a single location.” *BASCOM*, 827 F.3d at 1348–51. The inventive concept was “the installation of a filtering tool at a specific location, remote from the end-users, with customizable filtering features specific to each end user” that “gives the filtering tool both the benefits of a filter on a local computer and the benefits of a filter on the ISP server.” *Id.* at 1350. Thus, when considered as an ordered combination, the court concluded the claims provided “an inventive concept can be found in the non-conventional and non-generic arrangement of known, conventional

pieces.” *Id.* Here, the present claims recite an abstract idea using additional elements that are generic computer components as discussed *supra*, in §§ I.C.1. and I.C.2. or at best, improving an abstract idea—not an inventive concept for the reasons discussed in § I.C.2. Accordingly, Appellant’s assertion fails to identify error in the Examiner’s findings.

Appellant does not argue claims 2, 4–7, 10, 20, 21, 24, 25, 27–30, 32, and 34 separately, but asserts the § 101 rejection of those claims should be withdrawn for at least the same reasons as argued for independent claim 1. Appeal Br. 5–16. Accordingly, we sustain the Examiner’s rejection of: (1) independent claims 1, 20, and 27; and (2) dependent claims 2, 4–7, 10, 21, 24, 25, 28–30, 32, and 34 under 35 U.S.C. § 101.

We have only considered those arguments that Appellant actually raised in the Briefs. Arguments Appellant could have made, but chose not to make, in the Briefs have not been considered and are deemed to be waived. *See* 37 C.F.R. § 41.37(c)(1)(iv).

CONCLUSION

| Claim(s) Rejected | 35 U.S.C. § | Reference(s)/Basis | Affirmed | Reversed |
|--|------------------------|---------------------------|--|-----------------|
| 1, 2, 4–7, 10, 20, 21, 24, 25, 27– 30, 32, 34 | 101 | Eligibility | 1, 2, 4–7, 10, 20, 21, 24, 25, 27– 30, 32, 34 | |

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. § 1.136(a)(1)(iv).

AFFIRMED