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steven.j.funk@sprint.com

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte BRANDON C. ANNAN, ROBERT H. BURCHAM, WILLIAM F. FOUST, RICKY A. HOHLER, ROBIN DALE KATZER, DANIEL L. NADEN, and ASHISH K. SINGH

Appeal 2019-001713
Application 13/463,799
Technology Center 3600

Before CAROLYN D. THOMAS, BRADLEY W. BAUMEISTER, and JOHN F. HORVATH, *Administrative Patent Judges*.

THOMAS, *Administrative Patent Judge*.

DECISION ON APPEAL

Pursuant to 35 U.S.C. § 134(a), Appellant[1] appeals from the Examiner's decision to reject claims 1–9 and 21–28. Claims 10–20, 29, and 30 are canceled. We have jurisdiction over the appeal under 35 U.S.C. § 6(b).

We AFFIRM.

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[1] We use the word "Appellant" to refer to "applicant" as defined in 37 C.F.R. § 1.42. Appellant identifies the real party in interest as Sprint Communications Company L.P. Appeal Br. 4.

The present invention relates generally to digital rights management of vehicle applications. *See* Spec., Abstract.

Claim 1 is illustrative:

> 1. A vehicle computer system, comprising:
> a network interface that couples the vehicle computer system to a network;
> a processor coupled to the network interface;
> a non-transitory memory, coupled to the processor, storing a plurality of vehicle applications; and
> a vehicle application management program stored in the non-transitory memory, that, when executed, by the processor:
> receives, via the network interface, a single digital rights management (DRM) payload separately from the plurality of vehicle applications, the single DRM payload comprising a plurality of formatted files that define: DRM for next generation telematics protocol operations corresponding to a remote access operation, DRM for native in-vehicle applications, and DRM for Java in-vehicle applications for a multimedia operation, wherein the multimedia operation accesses at least one of movies or music via the vehicle computer system, and wherein the remote access operation comprises at least one of locking a door, unlocking a door, starting an engine, opening a garage door, or any combination thereof,
> in response to reception of the single DRM payload:
> initiates and authorizes at least one multimedia operation for at least one of the plurality of vehicle applications in accordance with the single DRM payload based on at least one of the plurality of files that define DRM for Java in-vehicle applications, wherein at least one of movies or music is accessed via the vehicle computer system based on the authorization provided by the single DRM payload, and
> initiates and authorizes at least one remote access operation in accordance with the single DRM

> payload based on at least one of the plurality of files that define DRM for next generation telematics protocol operations, wherein at least one of locking a door, unlocking a door, starting an engine, or opening a garage door is performed based on the authorization provided by the single DRM payload.

Appellant appeals the following rejections:[2]

R1. Claims 1–9 and 21–28 are rejected under 35 U.S.C. § 112(a) or 35 U.S.C. § 112(pre-AIA), first paragraph, as failing to comply with the written description requirement. Non-Final Act. 4–5.

R2. Claims 1–3, 6–9, 23–26, and 28 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Spaur (US 2008/0148374 A1, June 19, 2008), Satkunanathan (US 2007/0198428 A1, Aug. 23, 2007), and i-Travel, *SERVICE PLATFORM FOR THE CONNECTED TRAVELLER*, SEVENTH FRAMEWORK PROGRAMME, vol. 1, 28, 43, 71, 87 (2008). Non-Final Act. 8–13.

R4. Claims 4, 5, 21, 22, and 27 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Spaur, Satkunanathan, i-Travel in combination with various other prior art. *See* Non-Final Act. 13–15.

We review the appealed rejections for error based upon the issues identified by Appellant, and in light of the arguments and evidence produced thereon. *Ex parte Frye*, 94 USPQ2d 1072, 1075 (BPAI 2010) (precedential).

ANALYSIS

Rejection under § 112, first paragraph

The Examiner finds that "[t]he specification does not provide for a multimedia operation accessing 'at least one of movies or music . . .' nor

[2] The Examiner withdraws the rejection of claims 1–9 and 21–28 under 35 U.S.C. § 112(b) or 35 U.S.C. § 112 (pre-AIA), second paragraph, as being indefinite. *See* Ans. 4.

does it provide the algorithm providing an operation, a structure, and capabilities of accessing the data by a multimedia operation." Non-Final Act. 5. We disagree with the Examiner.

To satisfy the written description requirement, the disclosure must reasonably convey to skilled artisans that Appellant possessed the claimed invention as of the filing date. *Ariad Pharms., Inc. v. Eli Lilly & Co.*, 598 F.3d 1336, 1351 (Fed. Cir. 2010) (en banc). Appellant highlights that "paragraph [0020] [] states '[f]or example, in an embodiment, restricted applications or restricted application features may comprise multimedia operations and/or remote access operation. For example, *accessing multimedia content* may be enabled under some scenarios.'" Appeal Br. 19; *see also* Spec. ¶ 20. Additionally, Appellant notes that paragraph [29] discloses, "[a]s an example, the restricted operations of the plurality of vehicle applications may comprise multimedia operations (e.g., movies or music)." *Id.* at 18–19; *see also* Spec. ¶ 29. In other words, Appellant's Specification clearly discloses accessing multimedia content that includes movies or music.

As such, we find that Appellant's disclosure reasonably conveys to the skilled artisan that at the time the application was filed, Appellant possessed the claimed limitation, *wherein the multimedia operation accesses at least one of movies or music*.

The Examiner further finds that the claimed "vehicle application management program . . . receives, via the network interface, a single digital rights management [(DRM) payload] . . . [is] not supported by the specification." Non-Final Act. 5. Again, we disagree with the Examiner.

Appellant draws our attention to the Specification, i.e., paragraphs 26, 27, 29, and 48; and Figs. 1 and 6. *See* Appeal Br. 19–21. For example,

Appellant's Specification discloses, "the database 118 provides a digital rights management (DRM) payload to the vehicle computer system 104 in response to a DRM sync event . . . [e.g.,] a digital rights purchase carried out online." Spec. ¶ 27. The Specification further discloses restricted operations are permitted by "one or more vehicle applications in accordance with a *single*, holistic digital rights payload," where the "restricted operations . . . may comprise multimedia operations (e.g., movies or music), and remote access operations." *Id.* ¶ 29 (emphasis added).

As a result, we agree with Appellant that "[u]pon review and consideration of the Appellant's disclosure, one skilled in the art would unquestionably recognize . . . the single DRM payload is transmitted" (Appeal Br. 21; *see also* Fig. 1), i.e., the single DRM is disclosed as being received.

Accordingly, we reverse the Examiner's rejection of claims 1–9 and 21–28 under 35 U.S.C. § 112(a) or § 112 (pre-AIA), first paragraph.

Rejections under 103(a)

Appellant contends that "[w]hile Spaur discusses a security controller separately performing multimedia operations and remote access operations, the context reveals that these operations are not both performed in response to a single DRM payload. Instead, these actions are performed separately with the security controller." Appeal Br. 15.

Here, Appellant's argument regarding Spaur not teaching the claimed "a single digital rights management (DRM) payload" does not persuasively rebut the combination made by the Examiner. One cannot show non-obviousness by attacking references individually, where the rejections are based on combinations of references. *In re Merck & Co., Inc.*, 800 F.2d

1091, 1097 (Fed. Cir. 1986); *In re Keller*, 642 F.2d 413, 425–26 (CCPA 1981). For instance, the Examiner relies upon Spaur to teach "a certificate that does initiate and authorize both a multimedia operation and a remote access operation" (*see* Ans. 14; *see also* Non-Final Act. 9), and relies on Satkunanathan to teach "a single DRM payload." *Id.* Stated differently, "Spaur is not used to teach a single DRM payload, Satkunanathan is." Ans. 14.

Appellant further contends that "the addition of Satkunanathan does not cure the disclosure defects of Spaur" because "Satkunanathan's group license includes a group of *related* licenses . . . not a multimedia operation and remote access operation which are unrelated." Appeal Br. 16.

We disagree. Contrary to Appellant's contention that Satkunanathan is limited to using "related licenses," we note that Satkunanathan discloses the use of "related licenses" in an exemplary rather than a mandatory manner: "A license can also comprise a group of licenses (e.g., a group of related licenses comprising the right to access or use a group of related software programs or services)." Satkunanathan ¶ 45. In any case, Satkunanathan uses the term "related" very broadly, and Appellant has not shown that Satkunanathan interprets multimedia and remote access operations as being unrelated operations. Furthermore, as highlighted by the Examiner (*see* Ans. 16), Appellant's own Specification suggests a broad definition for "related digital rights" by noting the following: "The issues of how, when, and what to install on a vehicle in relation to digital content and related digital rights is not a trivial question." Spec. ¶ 5.

Appellant also contends that "Satkunanathan's group license *includes multiple licenses* whereas Appellant[] claim[s] a *single* DRM payload that authorizes and initiates both the multimedia operation and the remote access

operation." *Id.* It appears that Appellant is contending the Satkunanathan's group of multiple licenses is distinguishable from the claimed "a single DRM payload." We disagree.

Appellant's Specification discloses: "The digital rights provided to a vehicle may be provided as a single (holistic) digital rights payload corresponding to one of several packages compatible with the restricted applications or restricted application features of a vehicle." Spec. ¶ 21. In other words, Appellant's Specification describes the single payload as a *package* of licenses that is compatible with the restricted applications/features selected for a vehicle. As noted by the Examiner (*see* Ans. 17), Satkunanathan similarly "classifies the group of licenses as a package." *See* Satkunanathan ¶ 116 ("one or more licenses can be sold in a dynamic license pack.").

For at least the reasons above, including the similar descriptions provided in Appellant's and Satkunanathan's disclosures, we find unavailing Appellant's contention that Satkunanathan's group of multiple licenses, i.e., a license pack, is distinguishable from the claimed single DRM payload.

Finally, regarding the Examiner's reliance on i-Travel, Appellant contends that "the addition of i-Travel does not cure the disclosure defects of Spaur. . . . [because] [m]erely stating that JMS, a messaging protocol, uses its own transport format for messages is wholly insufficient to teach a plurality of formatted files that describe DRM for Java in-vehicle applications." Appeal Br. 16–17.

As noted by the Examiner, "i-Travel was not used to teach" the single DRM payload limitation. Ans. 17. Instead i-Travel was introduced to teach that it was known to "run a vehicle's next generation telematics protocol operations and java applications." *Id.* (citing i-Travel pp. 28, 49, 54, 71, 87).

Appellant's narrow contention fails to persuasively rebut the Examiner's proffered i-Travel teachings, and Appellant's arguments do not take into account what the collective teachings of the prior art would have suggested to one of ordinary skill in the art. Appellant's arguments, therefore, are ineffective to rebut the Examiner's prima facie case of obviousness.

Accordingly, we sustain the Examiner's rejection of claim 1. Appellant does not argue separate patentability for the dependent claims. We, therefore, also sustain the Examiner's rejection of claims 2–9 and 21–28.

CONCLUSION

The Examiner's rejections of claims 1–9 and 21–28 under 35 U.S.C. § 112, first paragraph is reversed.

The Examiner's rejections of claims 1–9 and 21–28 under 35 U.S.C. § 103 is affirmed.

In summary:

Claims Rejected	35 U.S.C. §	Reference(s)/Basis	Affirmed	Reversed
1–9, 21–28	112(a) or 112 (pre-AIA)	Written description		1–9, 21–28
1–3, 6–9, 23–26, 28	103	Spaur, Satkunanathan, i-Travel	1–3, 6–9, 23–26, 28	
4, 5, 21, 22, 27	103	Spaur, Satkunanathan, i-Travel, Ayoub, Sumcad	4, 5, 21, 22, 27	
Overall Outcome			1–9, 21–28	

Because at least one rejection encompassing all claims on appeal is affirmed, the decision of the Examiner is affirmed.

No period for taking any subsequent action in connection with this appeal may be extended under 37 C.F.R. § 1.136(a).

AFFIRMED