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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* THOMAS A. RYAN and GREGG E. ZEHR

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Appeal 2019-002251  
Application 11/693,554  
Technology Center 3600

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Before JUSTIN BUSCH, JOYCE CRAIG, and MICHAEL T. CYGAN,  
*Administrative Patent Judges.*

BUSCH, *Administrative Patent Judge.*

DECISION ON APPEAL

Appellant<sup>1</sup> appeals under 35 U.S.C. § 134(a) from a Non-Final Rejection of claims 1–3, 5, 6, 27, 30, 33, 34, 38–41, 43, and 44. We have jurisdiction over the pending claims under 35 U.S.C. § 6(b).

We affirm.

CLAIMED SUBJECT MATTER

Appellant’s disclosure generally relates to methods for identifying and transferring content to an electronic book (“eBook”) reader. Spec. ¶¶ 1–5, 16, Abstract. More specifically, the claimed subject matter authenticates the

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<sup>1</sup> We use the term Appellant to refer to “applicant” as defined in 37 C.F.R. § 1.42. Appellant identifies Amazon Technologies, Inc. as the real party in interest. Appeal Br. 3.

user based on the reader device's unique identifier, authorizes access to content available for purchase, and, in response to a user selecting content, (1) determines that the content is not available for no cost as part of the user's subscriptions and (2) based on that determining (i) charges the user account; (ii) retrieves the content; and (iii) sends the content to the device. Spec. ¶ 16, Abstract. Claims 1, 27, and 38 are independent claims, and claim 1 is reproduced below:

1. A method for transferring electronic content from a server to an electronic device, the method comprising, at the server:

establishing a wireless connection with the electronic device;

receiving input data from the electronic device and via the wireless connection, the input data comprising identification information that uniquely identifies the electronic device;

identifying a user account associated with the electronic device based at least in part on the identification information;

retrieving user account information associated with the user account from one or more databases of the server using the identification information;

determining that the user account information is valid;

sending to the electronic device, via the wireless connection, a list of electronic content available from the server for purchase, wherein the list is sent based at least partly on the user account information being valid, and the list comprises at least one symbol representing an item of the electronic content;

receiving additional input data from the electronic device and via the wireless connection, the additional input data comprising the identification information and an indication of a selecting of particular electronic content from the list, wherein the selecting is from the electronic device using the at least one symbol;

determining that the particular electronic content is not included in one or more subscriptions associated with the user

account, wherein a subscription allows retrieval of electronic content included in the subscription for no cost; and

based at least in part on determining that the particular electronic content is not included in the one or more subscriptions associated with the user account:

debiting the user account for a cost of the particular electronic content;

retrieving the particular electronic content from the one or more databases of the server; and

sending the particular electronic content to the electronic device via the wireless connection, wherein the particular electronic content is unique relative to items already stored in a memory of the electronic device when sending the particular electronic content.

#### REJECTIONS

Claims 1–3, 5, 6, 27, 30, 33, 34, 38–41, 43, and 44 stand rejected under 35 U.S.C. § 112, first paragraph, for failing to comply with the written description requirement. Non-Final Act. 7–8; Ans. 9–10.

Claims 1–3, 5, 6, 27, 30, 33, 34, 38–41, 43, and 44 stand rejected under 35 U.S.C. § 112, second paragraph, as indefinite. Non-Final Act. 8–9.

Claims 1–3, 5, 6, 27, 30, 33, 34, 38–41, 43, and 44 stand rejected under 35 U.S.C. § 103 as being obvious in view of Iino (US 2004/0133847 A1; July 8, 2004), Umekawa (US 2002/0049729 A1; Apr. 25, 2002), and Biddle (US 2002/0107809 A1; Aug. 8, 2002). Non-Final Act. 9–16.<sup>2</sup>

Claims 1–3, 5, 6, 27, 30, 33, 34, 38–41, 43, and 44 stand rejected under 35 U.S.C. § 101 as being directed to patent-ineligible subject matter. Ans. 3–8.<sup>3</sup>

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<sup>2</sup> The Examiner omits claims 43 and 44 in the heading of the rejection but substantively addresses these claims as obvious in view of Iino, Umekawa, and Biddle in the body of the rejection. Non-Final Act. 9, 15.

<sup>3</sup> The Examiner entered a new ground of rejection in the Answer. Ans. 3.

## ANALYSIS

Appellant argues the claims as a group. *See, e.g.*, Appeal Br. 31 (“Furthermore, for at least similar reasons as those set forth above with respect to claim 1, Appellant submits that independent claims 27 and 38 as well as all of the pending dependent claims, also recite statutory subject matter”), 37 (“claims 2-3, 5, 6, 30, 43, and 44 are also allowable over the cited documents of record for at least their dependency from” claim 1), 38 (asserting independent claim 27 is patentable over the asserted prior art for the reasons presented regarding claim 1), 38–39 (“claims 33 and 34 are also allowable over the cited documents of record for at least their dependency from” claim 27), 40 (asserting independent claim 38 is patentable over the asserted prior art for the reasons presented regarding claim 1 and that “claims 39-41 are also allowable over the cited documents of record for at least their dependency from” claim 38). Therefore, we select independent claim 1 as representative of all pending claims on appeal. *See* 37 C.F.R. § 41.37(c)(1)(iv).

### REJECTIONS UNDER 35 U.S.C. § 112, FIRST PARAGRAPH

The Examiner rejects claims 1–3, 5, 6, 27, 30, 33, 34, 38–41, 43, and 44 under 35 U.S.C. § 112, first paragraph, for failing to comply with the written description requirement. Non-Final Act. 7–8. Specifically, the Examiner finds the Specification does not provide written description support for two clauses recited in representative claim 1 and commensurately recited in independent claims 27 and 38: (1) “determining that the particular electronic content is *not included* in one or more subscriptions associated with the user account” (hereinafter the “determining step”), Appeal Br. 43 (claim 1, emphasis added) and (2) “sending the

particular electronic content to the electronic device via the wireless connection, wherein *the particular electronic content is unique relative to items already stored* in a memory of the electronic device when sending the particular electronic content” (hereinafter the “unique content” limitation), Appeal Br. (claim 1, emphasis added). Non-Final Act. 7–8; Ans. 9–10.

*The Determining Step*

The Examiner finds that determining that the user is a subscriber is different than “determining that the particular electronic content is not included in one or more subscriptions associated with the user account, as recited in the determining step. Ans. 9. The Examiner finds the Specification supports only determining whether a user is a subscriber, not the recited determining step. Ans. 9 (citing Spec., Fig. 7 (item 732)).

Appellant argues the Specification discloses that the system determines whether particular electronic content the user selected is either (1) part of a subscription or (2) not part of a subscription. Appeal Br. 15 (citing Spec. ¶¶ 64, 65, Figs. 2, 7a (decision block 732 (“Subscriber?”))). Appellant asserts the Examiner’s characterization of the Specification supporting “determining whether a user is a subscriber” but not supporting the determining step is a distinction without a difference. Reply Br. 5. Appellant agrees with the Examiner that Figure 7a and the accompanying description in paragraphs 64 and 65 depict and describe determining whether a user is a subscriber, but further notes that the disclosed determination determines whether the user is a subscriber *to content*. Reply Br. 5.

As Appellant argues, *see* Appeal Br. 15 (citing Spec. ¶¶ 64, 65, Figs. 2, 7a), the Specification describes the determining step. Spec. ¶ 64, 65, Fig. 7a; *see also id.* ¶¶ 62 (disclosing receiving a user-selected content at a

reader device and sending the selected content and device ID to the server), 63 (disclosing the server determining user account information correlated to the device ID). More particularly, the Specification discloses “determin[ing] whether the account information indicates that the user is a *subscriber of the content*, wherein a subscriber is entitled to the content at no cost or other determined cost” and, if the server “determines that the user is a subscriber [of the content] (‘yes’ to block 732), the [server] then enables . . . log[ging] the selection.” Spec. ¶ 64 (emphasis added); *see* Spec., Fig. 7a. Similarly, if the server “determines that the user is not a subscriber *of the selected content* (‘no’ to block 732), the [server] then supplies the purchase handler module 122 with the user’s account information” and, after the price is debited from the user’s account, confirms the purchase. Spec. ¶ 65; *see* Spec., Fig. 7a.

Given these disclosures in the Specification, we agree with Appellant that the Specification supports the determining step. The Examiner’s finding that the Specification supports only that a user is a subscriber ignores the disclosures stating that the system determines whether the user is a subscriber *of the content*. Accordingly, we do not sustain the Examiner’s rejection of claim 1 based on the determining step being unsupported by the written description.

#### *The Unique Content Limitation*

The Examiner, noting that the Examiner reviewed the Specification, including Appellant’s identified portions, also finds that the unique content limitation is not supported by the Specification. Non-Final Act. 8; Ans. 10. Appellant argues the Specification supports the unique content limitation. Appeal Br. 16 (citing Spec. ¶¶ 29, 48, 50, 51, 66). Appellant also argues the Examiner has not met “his burden of establishing *lack of enablement*” for

the unique content limitation and the Specification's disclosure of methods for purchasing new content would have allowed a person of ordinary skill in the art "to make or use, without undue experimentation," the disputed unique content limitation. Reply Br. 4–5 (citing Spec. ¶¶ 16, 19) (emphases added).

To satisfy the written description requirement, the disclosure must reasonably convey to ordinarily skilled artisans that Appellant *possessed the claimed invention* as of the filing date. See *Ariad Pharms., Inc. v. Eli Lilly & Co.*, 598 F.3d 1336, 1351 (Fed. Cir. 2010) (en banc). Specifically, the test requires "an objective inquiry into the four corners of the specification from the perspective of a person of ordinary skill in the art" to determine whether the specification describes "an invention understandable to that skilled artisan and show[s] that the inventor actually invented the invention claimed." *Ariad Pharms.*, 598 F.3d at 1351 (quotations and citations omitted). However, it is *not enough to satisfy the written description* requirement that the claimed subject matter *would have been obvious* to a person of ordinary skill in view of the written description. See *Ariad Pharms.*, 598 F.3d at 1352 (citing *Lockwood v. Am. Airlines*, 107 F.3d 1565, 1571–72 (Fed. Cir. 1997)); *ICU Med., Inc. v. Alaris Med. Sys., Inc.*, 558 F.3d 1368, 1377 (Fed. Cir. 2009); see also *Regents of the Univ. of Cal. v. Eli Lilly & Co.*, 119 F.3d 1559, 1566–67 (Fed. Cir. 1997) (explaining that "an applicant complies with the written description requirement by describing the invention, with all its claimed limitations, not [by describing merely] that which makes it obvious" (quotations omitted)).

With respect to Appellant's arguments in the Appeal Brief, we agree with the Examiner that cited Specification paragraphs 29, 48, 65, 66 and cited Figures 2 and 7a fail to support the unique content limitation. Notably,



these are the same paragraphs and figures Appellant cites as providing support for the claims in the Appeal Brief's summary of claimed subject matter. Appeal Br. 8, 10–11. To the extent these paragraphs discuss content, they merely describe that a user may select, be charged for, and receive content. *See* Spec. ¶¶ 29 (describing a content selection module that receives a user's content selection, retrieves the selected content from a database, and transmits the content to the reader device), 48 (describing a purchase module that allows an electronic reader device user to purchase content stored on a content server), 50 (describing the ability to select and purchase multiple content items in a single transaction), 51 (alternatively describing separate, sequential transactions for purchasing multiple content items), 66 (describing a content selection module that retrieves the selected content from a database and transfers the content from a server to the reader device). Nothing in these cited paragraphs demonstrates the inventor was in possession of representative claim 1's unique content limitation, which recites that "the particular electronic content is unique relative to content already stored in a memory of the electronic device when sending the particular electronic content." Appeal Br. 44.

Setting aside the fact that Appellant belatedly pointed to Specification paragraphs 16 and 19 for the first time in the Reply Brief, these arguments nevertheless fail to persuade us that the Examiner erred. First, Appellant's arguments (i.e., that (1) the Examiner did not meet the initial burden of demonstrating the unique content limitation is not enabled and (2) paragraphs 16 and 19 would have enabled a person of ordinary skill in the art to make or use the disputed limitation without undue experimentation) do not address the Examiner's rejection. *See* Reply Br. 4–5. The Examiner

rejects the claims as lacking sufficient *written description support* not for lack of *enablement*.

Second, even considering the Specification's general disclosure that the described "systems and methods reduce time needed to purchase new content," Spec. ¶¶ 16, 19, these disclosures do not demonstrate the inventor was in possession of the particular details recited in the unique content limitation. In particular, these general disclosures that the system or method may reduce how long it takes or how much user-entered information is needed in order to "purchase new content" fail to demonstrate possession of the recited limitation that the content is "unique relative to items *already stored in a memory of the electronic device*," as recited in representative claim 1. Moreover, Appellant has not identified support in the Specification for the fact that the content is unique "when sending the particular electronic content."

On this record, we find the Specification fails to support the unique content limitation. For the reasons discussed above, we sustain the Examiner's rejection of representative claim 1 for failing to provide written description support for the unique content limitation. For the same reasons, we sustain the Examiner's rejection of independent claims 27 and 38, which recite a commensurate limitation and are not argued separately with particularity. Because every dependent claim inherits the unique content limitation recited in the independent claims, we sustain the Examiner's rejection of claims 1–3, 5, 6, 27, 30, 33, 34, 38–41, 43, and 44 under 35 U.S.C. § 112, first paragraph.

REJECTIONS UNDER 35 U.S.C. § 112, SECOND PARAGRAPH

The Examiner rejects claims 1–3, 5, 6, 27, 30, 33, 34, 38–41, 43, and 44 under 35 U.S.C. § 112, second paragraph as indefinite for failing to particularly point out and distinctly claim the subject matter which the inventor regards as the invention. Non-Final Act. 8–9. Specifically, the Examiner finds representative claim 1’s recited “receiving . . . an indication of a selecting of particular electronic content from the list” and “determining that the particular electronic content is not included in one or more subscriptions associated with the user account” are inconsistent. Non-Final Act. 9. The Examiner finds the receiving step indicates “the particular content item has been selected,” but the determining step indicates “that the particular content item has not been selected.” Non-Final Act. 9; *see also* Ans. 11 (finding it is unclear whether “the particular electronic content” recited in the determining step refers to the content identified as selected in the receiving step (i.e., the “indication of a selecting of particular electronic content”).

Appellant argues these two steps are not inconsistent or unclear. Appeal Br. 17–18. Appellant contests the Examiner’s finding that the determining step demonstrates that the particular content has *not* been selected. Appeal Br. 17. Appellant explains that (1) a reader device receives a user selection of particular content from a list of content available, (2) in the receiving step, a server receives an indication from the reader device of that selection of particular content, and (3) in the determining step, the server determines whether the particular content that the user selected is part of a subscription associated with the user account. Appeal Br. 18. Appellant argues that a user may access content that may not be in a

subscription and, together, these steps evaluate whether the user needs to pay for the particular selected content (because it is not part of a user's subscription) instead of receiving it at no cost (because it is part of a user's subscription). Appeal Br. 18. Appellant also argues that the "particular electronic content" recited in the determining step has clear antecedent basis back to the selected "particular electronic content" about which the server received an indication in the receiving step. Reply Br. 7.

We agree with Appellant. We are unable to discern any ambiguity or inconsistency in the identified portions of representative claim 1. As Appellant argues, "*the* particular electronic content" recited in the determining step refers back to the "particular electronic content" recited in the receiving step. It is also clear that the receiving step merely recites that the server receives an indication that a user selected the particular electronic content and the determining step merely checks whether *that particular electronic content* is not part of a subscription that allows the user to receive the content for no cost. Accordingly, we reverse the rejection of claims 1–3, 5, 6, 27, 30, 33, 34, 38–41, 43, and 44 under 35 U.S.C. § 112, second paragraph as indefinite.

#### REJECTIONS UNDER 35 U.S.C. § 103

The Examiner rejects claims 1–3, 5, 6, 27, 30, 33, 34, 38–41, 43, and 44 as obvious in view of Iino, Umekawa, and Biddle. Non-Final Act. 9–16. Of particular relevance to this Appeal, the Examiner finds: (1) Iino's directory for unpurchased content teaches or suggests determining that content is not included in a subscription, Non-Final Act. 11 (citing Iino ¶¶ 144, 145, 193, 232, Fig. 17); Ans. 20, 22; (2) Umekawa's unpurchased items teach or suggest particular content not being included in a

subscription, Non-Final Act. 12 (citing Umekawa ¶¶ 28, 30, Figs. 2, 5); Ans. 20–21, 23 (additionally citing Umekawa, Fig. 8); and (3) Biddle’s renewal of an expired license subscription teaches or suggests debiting a user account for the cost of particular content based on determining that the content is not included in one of the user’s subscriptions, Non-Final Act. 13 (citing Biddle ¶¶ 32, 49, 104); Ans. 21, 23.

Appellant argues Umekawa relates to determining whether a user already has been charged for selected content and not charging a user if the user already has purchased that selected content. Appeal Br. 35; Reply Br. 20–21. Appellant argues Umekawa does not relate to content subscriptions and, accordingly, fails to teach or suggest determining whether selected content is part of a subscription associated with the user’s account. Appeal Br. 36; Reply Br. 21–22. Similarly, Appellant argues Iino relates to directories that manage purchased and unpurchased (i.e., downloaded, but encrypted) content on a device, and Appellant asserts “Iino is silent regarding determining the inclusion of content items within a subscription.” Reply Br. 22–23. Finally, Appellant contends Biddle relates to a software licensing model for accessing software applications over a network but Biddle fails to teach or suggest determining that content is not included in a subscription. Reply Br. 23. Appellant argues the combination of references therefore fails to teach the disputed determining step “because none of the references teaches or suggests a determination that content is outside a subscription.” Reply Br. 24.

When construing claim terminology during prosecution before the Office, claims are to be given their broadest reasonable interpretation consistent with the Specification, reading claim language in light of the

Specification as it would be interpreted by one of ordinary skill in the art. *In re Am. Acad. of Sci. Tech Ctr.*, 367 F.3d 1359, 1364 (Fed. Cir. 2004). We are mindful that limitations are not to be read into the claims from the Specification. *In re Van Geuns*, 988 F.2d 1181, 1184 (Fed. Cir. 1993).

Representative claim 1 recites “a subscription allows retrieval of electronic content included in the subscription for no cost.” Appeal Br. 43. The Specification states that contents may “be provided under subscription” and that the system or method may “determine[] whether the account information indicates that the use is a subscriber *of the content*, wherein a subscriber is entitled to the content at no cost or other determined cost.” Spec. ¶¶ 34, 64 (emphasis added); *see* Spec. ¶ 65. If the user is a *subscriber of the content*, the system logs the selection, retrieves the content, and transfers the content to the device. Spec. ¶¶ 64, 66. If “the user is not a subscriber *of the selected content*,” the system debits the user account for the content, retrieves the content, and transfers the content to the device. Spec. ¶¶ 65 (emphasis added), 66. These paragraphs are the same paragraphs Appellant identifies as supporting the relevant limitations. Appeal Br. 8.

The Examiner implicitly construes the determining step as encompassing Iino’s and Umekawa’s disclosed determinations *that a user was not already charged* for the content. *See* Non-Final Act. 11–12 (citing portions of Iino and Umekawa disclosing systems and methods that determine whether to charge a user for content based on whether the user already purchased (i.e., was charged for) the content); Ans. 20–23. Given the Specification’s disclosures discussed above, and particularly in light of the Specification’s description that a user may be a “subscriber *of the content*,” Spec. ¶ 64, we agree with the Examiner’s implicit construction.

More specifically, the broadest reasonable interpretation of determining whether content is included in a subscription associated with a user account encompasses determining whether the user already has paid for the content if the system allows a user to download that content again at no cost. The claim explicitly recites that “a subscription allows retrieval of electronic content included in the subscription for no cost.” In other words, having already purchased the content the user is a *subscriber of the content* because the system allows the user to download that content “for no cost.” As discussed further below, based on this construction, we therefore agree with the Examiner that the combination of Iino, Umekawa, and Biddle teaches or suggests the determining step.

Iino relates to devices and systems that manage purchasing and distributing digital content, such as electronic books (e-books), to devices. Iino ¶¶ 1–7, 14, 22, 102, 144, 145, Abstract. Iino’s user devices include a first storage area that stores the device ID and a second storage area that stores information for managing a catalog of purchased content and a catalog of unpurchased content. Iino ¶¶ 193, 209, 232, Figs. 17, 18, 21, 26.

Umekawa relates to devices and systems that provide electronic content to a user and does not repeatedly charge a user for downloading a particular item that the user already has paid for. Umekawa ¶¶ 2, 6, Abstract. Umekawa manages a table that stores user identifying information (e.g., “information [that] identifies the [user’s] mobile phone”) and the content for which the users already have been charged. Umekawa ¶¶ 7, 28, 30, Figs. 2–8. If the user requests an item for which the user already has been charged, the user is not charged again and the device downloads the item. Spec. ¶ 30. On the other hand, if the user requests an item for which

the user has not been charged yet, the user is charged for the item, the item is added to the table to associate the user identifying information and the purchased item, and the device downloads the item. Spec. ¶ 30, Fig. 2.

Biddle relates to managing license data for electronic content techniques and discloses that licenses may be provided using a “subscription-based model.” Biddle, ¶¶ 16, 39, 49, Abstract, Fig. 20. A user may provide user information and receive a license file that allows the user to access the licensed content “after the appropriate checks have been performed by the license monitor.” Biddle ¶ 104. If the device identifier on which the content is being accessed does not match the identifier in the license file, access to the content is denied. Biddle ¶ 104. If the subscription has expired, the user may need to renew the subscription in which case the user is charged again for the content. Biddle ¶ 104.

Therefore, we agree with the Examiner that the proposed combination teaches or suggests the determining step because the proposed combination results in a system and method in which a user may download an item of electronic content and, if the user has already paid for the item, the user may download the item again at no cost. In particular, Iino, Umekawa, and Biddle teach or suggest systems and methods that: (1) allow users to transmit a device identifier along with a request to download a selected content item, *see* Iino ¶¶ 14, 22 (“a unit of user information management which manages user information about the users of the receiving terminals associated with the equipment identifiers”), 144, 145, Figs. 18, 21, 26; Umekawa ¶¶ 7, 28, 30, Figs. 2–8; (2) in response to a request to download content, determine whether the user associated with the user identifying information (e.g., information identifying a mobile phone) has not paid for



the selected content item, Iino ¶¶ 22 (“usage history information that the user has now purchased the at least one content” and “a billing unit which identifies user information, based on the equipment identifier data received, and bills the user identified by the thus identified user information, according to the usage history information.”), 248 (“the billing unit 2307 creates a billing that charges the user for the price of the e-book purchased by the user”), 232 (“checks to see whether the e-book content selected by the user exists in the directory 2507 for managing e-books not purchased”); Umekawa ¶¶ 28, 30, Fig. 2; and (3) charge the user only for content not already paid for, Iino ¶¶ 22, 248; Umekawa ¶¶ 28, 30; Biddle ¶ 104; and (4) transfer the content to the user’s device, Iino ¶¶ 145, 193, 209, 232; Umekawa ¶30.

Appellant’s arguments regarding Iino and Umekawa, Appeal Br. 35–36; Reply Br. 20–23, fail to persuasively demonstrate error in the Examiner’s interpretation of a “subscription.” Given this construction and the systems and methods resulting from the proposed combination discussed above, Appellant also fails to persuasively demonstrate error in the Examiner’s finding that the combination of Iino and Umekawa teaches or suggests this aspect of representative claim 1.

Moreover, as the Examiner noted, the rejection is based on a proposed combination of Iino, Umekawa, and *Biddle*. Ans. 22. The Examiner finds *Biddle* teaches debiting an account based at least in part on determining that the content is not included in a subscription because *Biddle* discloses charging a user to renew a license based on determining that the user’s subscription to the content has expired. Non-Final Act. 13 (citing *Biddle* ¶¶ 32, 49, 104); Ans. 23. Appellant argues *Biddle* does not teach the

determining step because Biddle describes using a software application for a period of time at no fee but fails to determine that the content is not included in a subscription. Reply Br. 23. These arguments do not explain sufficiently why Biddle’s explicit disclosure of licensing electronic content on a subscription basis, *see* Biddle ¶¶ 16, 49, 104, 107, fails to teach debiting a user account based on determining whether the content is part of a subscription.

For these reasons, we agree with the Examiner that the combination of Iino, Umekawa, and Biddle teaches or suggests the determining step recited in representative claim 1. Accordingly, we sustain the Examiner’s rejection of representative claim 1 and claims 3, 5, 6, 27, 30, 33, 34, 38–41, 43, and 44, which Appellant does not argue separately with particularity.

#### REJECTION UNDER 35 U.S.C. § 101

The Examiner concludes the claims are patent ineligible under 35 U.S.C. § 101. Ans. 3–8. The Examiner has entered a new ground of rejection under 35 U.S.C. § 101 in the Answer. Ans. 3. Therefore, we address Appellant’s arguments directed to this new ground of rejection that Appellant has presented in the Reply Brief.

Appellant disputes the Examiner’s rejection, arguing the claims are not directed to an abstract idea and the claims recite significantly more than any alleged abstract idea. Reply Br. 10–19. More specifically, Appellant argues “the claims do not recite an abstract idea that fits into one of the three recognized groupings of abstract ideas,” the “claims integrate the alleged abstract idea into a practical application . . . because they contain elements that reflect an improvement in the functioning of a computer, or an improvement to other technology or technical field,” and the Examiner

failed to consider additional elements beyond the abstract idea that add significantly more to the abstract idea because the combination of elements provides an unconventional solution. Reply Br. 10–19.

If a claim falls within one of the statutory categories of patent eligibility, the Supreme Court’s two-step framework guides our analysis of patent eligibility under 35 U.S.C. § 101—i.e., evaluating whether the claim is directed to a judicially recognized exception. *Alice Corp. v. CLS Bank Int’l*, 573 U.S. 208, 217 (2014). We also consider the United States Patent and Trademark Office’s revised guidance for applying the *Alice* framework when evaluating subject matter eligibility under 35 U.S.C. § 101. USPTO, 2019 Revised Patent Subject Matter Eligibility Guidance, 84 Fed. Reg. 50 (Jan. 7, 2019) (“Guidance”); USPTO, *October 2019 Patent Eligibility Guidance Update* (Oct. 18, 2019), <https://www.uspto.gov/PatentEligibility> (“Guidance Update”).

As part of our inquiry, we “look at the ‘focus of the claimed advance over the prior art’ to determine if the claim’s ‘character as a whole’ is directed to excluded subject matter.” *Affinity Labs of Tex., LLC v. DIRECTV, LLC*, 838 F.3d 1253, 1257 (Fed. Cir. 2016); *see Alice*, 573 U.S. at 217 (“First, we determine whether the claims at issue are directed to one of those patent-ineligible concepts”). The Guidance breaks this “directed to” inquiry (“Step 2A”) into two prongs of analysis: (i) does the claim *recite* a judicial exception (e.g., an abstract idea) (“Prong 1”), and (ii) if so, is the judicial exception integrated into a practical application (“Prong 2”). Guidance, 84 Fed. Reg. at 54.

If we determine the claim is directed to an abstract idea, we then examine “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 Collaborative Servs. v. Prometheus Labs., Inc.*, 566 U.S. 66, 78, 79 (2012)). That is, we examine the claims for an “inventive concept,” “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.’” *Alice*, 573 U.S. at 217–18 (alteration in original) (quoting *Mayo*, 566 U.S. at 72–73); see Guidance, 84 Fed. Reg. at 56 (directing us to consider whether the additional claim elements add “a specific limitation or combination of limitations that are not well-understood, routine, conventional activity in the field” or “simply append[] well-understood, routine, conventional activities previously known to the industry” (“Step 2B”)).

*Guidance Step 2A (The Alice “Directed To” Inquiry)*

The Examiner characterizes the claims as being “directed to the series of steps for transferring content from a server to a user device based on subscription.” Ans. 4. Although the Answer does not explicitly state which category of abstract idea Appellant’s claims fall under (i.e., whether the Examiner considers the abstract idea to be a mental process or a certain method of organizing human activity), see Ans. 4 (characterizing a “series of steps for transferring content from a server to a user device based on subscription” as “an idea of itself”), that alone does not render the Examiner’s rejection improper.

Appellant argues “the claims do not recite an abstract idea that fits into one of the three recognized groupings of abstract ideas.” Reply Br. 11. Appellant asserts the Examiner’s characterization as an “idea of itself” is not

one of the groupings listed and generally refers to mental processes. Reply Br. 11. Appellant contends the identified abstract idea cannot be a mental process because the Examiner’s characterization of the abstract idea “includes two pieces of hardware” and “a human mind cannot transfer content between devices” or “use a pen and paper to transfer content between a server and user device.” Reply Br. 11–12.

Although “an idea of itself” generally may be considered a mental process, the Examiner also cites Federal Circuit cases having claims that fall within the certain methods of organizing human activity category of abstract ideas and, more specifically, the commercial interactions subcategory that includes marketing or sales activities and business relations. *See* Ans. 6 (citing *Affinity Labs of Tex., LLC v. Amazon.com Inc.*, 838 F.3d 1266 (Fed. Cir. 2016); *Ultramercial, Inc. v. Hulu, LLC*, 772 F.3d 709 (Fed. Cir. 2014); *DIRECTV*, 838 F.3d 1253; *Intellectual Ventures I LLC v. Erie Indemnity Co.*, 850 F.3d 1315 (Fed. Cir. 2016)).

In general, we agree with the Examiner that the claims as a whole are directed to authenticating and authorizing a user to purchase content based on device identification information, charging the user for content not part of a subscription, and transferring the purchased content to a device (hereinafter “authorizing a user to purchase content”). *See Affinity Labs*, 838 F.3d at 1257. Consistent with our Guidance, we conclude authorizing a user to purchase content is a certain method of organizing human activity (i.e., advertising, marketing, and sales activities) and, alternatively, mental processes (i.e., a concept performed in the human mind, such as, an observation, evaluation, judgment, and opinion), which are abstract ideas. *See* Guidance, 84 Fed. Reg. at 52.

This is consistent with how Appellant describes the claimed embodiments of the invention. *See, e.g.*, Spec. ¶¶ 16 (“This disclosure is directed to an electronic reader device that includes systems and methods for obtaining electronic content from a server with a client electronic reader device” including “automatically providing the server with reader device identification information when the electronic reader device connects with the server.”), 19 (“An electronic book (‘eBook’) reader device and a method for operating an electronic reader device are provided wherein the device and method include enhanced purchase management features designed to reduce the time needed to purchase new content, reduce the amount of information required to purchase new content, and enhance the user’s purchase experience.”); Title (“Content Purchase and Transfer Management for Reader Device”); *see also* Appeal Br. 22–23 (asserting “the claims are directed to an ordered combination of components comprising at least one technical solution to at least one technical problem,” namely “the excessive input data required to be sent from an electronic device to a server to request and receive electronic content” by “automatically providing the server with the reader device identification information” and transmitting the device ID along with the content selection (quoting Spec. ¶¶ 16, 48; citing Spec. ¶¶ 20, 43, 44, 59, 62)).

Although we describe the abstract idea slightly differently than the Examiner, the Examiner’s characterization of the idea is not erroneous. “An abstract idea can generally be described at different levels of abstraction.” *Apple, Inc. v. Ameranth, Inc.*, 842 F.3d 1229, 1240 (Fed. Cir. 2016). The level of abstraction an examiner uses to describe an abstract idea need not “impact the patentability analysis.” *Apple*, 842 F.3d at 1241. That is true

here. Regardless of the level of generality used to describe the abstract idea recited, the claims are directed to an abstract idea. *Cf. Accenture Glob. Servs., GmbH v. Guidewire Software, Inc.*, 728 F.3d 1336, 1344–45 (Fed. Cir. 2013) (“Although not as broad as the district court’s abstract idea of organizing data, it is nonetheless an abstract concept.”).

Consistent with our Guidance and case law, and as explained further below, we conclude that authorizing a user to purchase content is directed to an abstract idea because it is a certain method of organizing human activity (e.g., a commercial interaction, such as a sales activity). *See* Guidance, 84 Fed. Reg. at 52; *see also Ultramercial*, 772 F.3d at 714 (concluding the claims were directed to using advertising as an exchange or currency to access media content and, therefore, to an abstract idea); *Amazon.com*, 838 F.3d at 1269 (concluding “the concept of delivering user-selected media content to portable devices is an abstract idea”); *Interval Licensing LLC v. AOL, Inc.*, 896 F.3d 1335, 1344–45 (Fed. Cir. 2018) (concluding that “providing someone an additional set of information without disrupting the ongoing provision of an initial set of information is an abstract idea”); *Smartflash LLC v. Apple Inc.*, 680 F. App’x 977, 980–83 (Fed. Cir. 2017) (concluding claims describing providing multimedia content in response to a selection of available multimedia content and payment validation for the content were directed to “conditioning and controlling access to data based on payment” and fell generally within the certain methods of organizing human activity category); *Prism Techs. LLC v. T-Mobile USA, Inc.*, 696 F. App’x 1014, 1017 (Fed. Cir. 2017) (concluding “providing restricted access to resources” is abstract).

Alternatively, authorizing a user to purchase content is a mental process that is applied and performed in a computing environment. *See Elec. Power Grp., LLC v. Alstom S.A.*, 830 F.3d 1350, 1354 (Fed. Cir. 2016) (concluding that “analyzing information by steps people go through in their minds, or by mathematical algorithms, without more, as essentially mental processes within the abstract-idea category”); *see also Smart Sys. Innovations, LLC v. Chicago Transit Auth.*, 873 F.3d 1364, 1372 (Fed. Cir. 2017) (concluding “the collection, storage, and recognition of data” was abstract). Appellant’s arguments that the abstract idea includes hardware and that a human cannot transfer content between the devices is not persuasive of error.

It is well settled that merely reciting generic computer components performing steps that could otherwise be performed mentally does not change their characterization as mental steps. *Guidance*, 84 Fed. Reg. at 52 n.14. As explained above, the Federal Circuit has determined claims directed to similar concepts were abstract. *See, e.g., Ultramercial*, 772 F.3d at 714; *Affinity Labs*, 838 F.3d at 1269; *Smartflash*, 680 F. App’x at 980–83. The claims in these Federal Circuit cases also included hardware and involved transferring content between two devices.

Guidance Step 2A, Prong 1 (Recite an Abstract Idea)

Claim 1 is reproduced below and includes the following claim limitations that recite aspects of the sales activity or mental steps constituting the abstract idea of authorizing a user to purchase content, emphasized in *italics*:

1. A method for transferring electronic content from a server to an electronic device, the method comprising, at the server:



establishing a wireless connection with the electronic device;

*receiving input data from the electronic device and via the wireless connection, the input data comprising identification information that uniquely identifies the electronic device;*

*identifying a user account associated with the electronic device based at least in part on the identification information;*

*retrieving user account information associated with the user account from one or more databases of the server using the identification information;*

*determining that the user account information is valid;*

*sending to the electronic device, via the wireless connection, a list of electronic content available from the server for purchase, wherein the list is sent based at least partly on the user account information being valid, and the list comprises at least one symbol representing an item of the electronic content;*

*receiving additional input data from the electronic device and via the wireless connection, the additional input data comprising the identification information and an indication of a selecting of particular electronic content from the list, wherein the selecting is from the electronic device using the at least one symbol;*

*determining that the particular electronic content is not included in one or more subscriptions associated with the user account, wherein a subscription allows retrieval of electronic content included in the subscription for no cost; and*

*based at least in part on determining that the particular electronic content is not included in the one or more subscriptions associated with the user account:*

*debiting the user account for a cost of the particular electronic content;*

*retrieving the particular electronic content from the one or more databases of the server; and*

*sending the particular electronic content to the electronic device via the wireless connection, wherein the particular electronic content is unique relative to items*

already stored in a memory of the electronic device when sending the particular electronic content.

In other words, the abstract sales activity or mental process of authorizing a user to purchase content comprises (i) receiving identification information; (ii) identifying a user account based on the identification information; (iii) determining that the user account is valid; (iv) providing a list of content available for purchase; (v) receiving a selection of an item the user wishes to purchase; (vi) determining the user cannot access the content at no cost; and (vii) debiting the user account. Guidance, 84 Fed. Reg. at 52 (explaining that certain methods of organizing human activity that constitute abstract ideas include “commercial or legal interactions (including . . . sales activities or behaviors . . .)”). These steps merely make up part of the abstract idea because they all are aspects of allowing a user to purchase content by identifying the user and the validity of user’s account, presenting available items, receiving a selection, and charging the user account for the item. These are basic elements of a transaction to purchase content.

Additionally, these same steps recite mental steps comprising aspects of the abstract idea of authorizing a user to purchase content. Guidance, 84 Fed. Reg. at 52 (describing the mental process category of abstract ideas as including concepts performed in the human mind, such as observations, evaluations, judgments, and opinions). Receiving information (identifying information and an indication of selected content) are merely observations; identifying an account affiliated with the identification, determining the validity of the account, and determining whether the user is allowed to access the content at no cost are merely evaluations; and debiting an account encompasses a mental process or a ledger (using pen and paper) for tracking amounts owed for certain accounts. Regarding Appellant’s assertion that the

steps could not be performed mentally, Reply Br. 11–12, the steps can be performed either mentally or with pen and paper. *See Intellectual Ventures I LLC v. Symantec Corp.*, 838 F.3d 1307, 1318 (Fed. Cir. 2016); *accord* Guidance, 84 Fed. Reg. at 52 n.14; Guidance Update 9.

Accordingly, the claims recite abstract ideas—i.e., mental processes and certain methods of organizing human activity.

Guidance Step 2A, Prong 2 (Integrate Into a Practical Application)

Because claim 1 recites an abstract idea, we next determine whether it integrates the abstract idea into a practical application. Guidance, 84 Fed. Reg. at 54. To determine whether the judicial exception is integrated into a practical application, we identify whether there are “*any additional elements recited in the claim beyond the judicial exception(s)*” and evaluate those elements to determine whether they integrate the judicial exception into a recognized practical application. Guidance, 84 Fed. Reg. at 54–55 (emphasis added); *see also* Manual of Patent Examining Procedure (“MPEP”) § 2106.05(a)–(c), (e)–(h) (9th ed., Rev. 08.2017, Jan. 2018).

Here, we find the additional limitation(s) do not integrate the judicial exception into a practical application. More particularly, the claims do not recite (i) an improvement to the functionality of a computer or other technology or technical field (*see* MPEP § 2106.05(a)); (ii) use a “particular machine” to apply or use the judicial exception (*see* MPEP § 2106.05(b)); (iii) a particular transformation of an article to a different thing or state (*see* MPEP § 2106.05(c)); or (iv) any other meaningful limitation (*see* MPEP § 2106.05(e)). *See also* Guidance, 84 Fed. Reg. at 55.

The additional limitations (i.e., those limitations not included in the recited abstract idea) simply recite (1) the fact that certain data is sent to or

received from the electronic device, (2) establishing a wireless connection with the electronic device, (3) retrieving selected content from a database or server, and (4) sending the retrieved content to the electronic device. Merely receiving data from or sending data to an electronic device or establishing a wireless connection with the device does not integrate the judicial exception into a practical application. Instead, the claims merely use computers that operate in their normal, expected manner. *See DDR Holdings, LLC v. Hotels.com, L.P.*, 773 F.3d 1245, 1258–59 (Fed. Cir. 2014). Additionally, as the court in *Enfish* explained, “the first step in the *Alice* inquiry . . . asks whether the focus of the claims is on the specific asserted improvement in computer capabilities . . . or, instead, on a process that qualifies as an ‘abstract idea’ for which computers are invoked merely as a tool.” *Enfish, LLC v. Microsoft Corp.*, 822 F.3d 1327, 1335–36 (Fed. Cir. 2016). As discussed above, the focus of the pending claims is on authorizing a user to purchase content, and the recited computing elements are invoked merely as a tool. *See Enfish*, 822 F.3d at 1335–36.

The retrieving content and sending content to the device steps are insignificant post-solution activity that merely obtain and present the selected content. Guidance, 84 Fed. Reg. at 55 n.31 (explaining that post-solution activity, such as outputting the results of an abstract idea, are insufficient to integrate the abstract idea into a practical application). Such post-solution activity does not confer patent eligibility. *See* MPEP § 2106.05(g); *see also Parker v. Flook*, 437 U.S. 584, 590 (1978) (adjusting an alarm limit based on output of the abstract idea was insufficient to render the claimed method patent eligible). Even considering the additional elements in combination with the abstract idea, using the generic computer

system to perform these steps, at most, limits the abstract idea to a particular technological environment, which is insufficient to integrate the abstract idea into a practical application. *See* Guidance, 84 Fed. Reg. at 55.

Appellant argues the claims improve the functioning of a computer, a technology, or technical field and the claims provide a technical solution to a technical problem. Reply Br. 13–15. Appellant asserts the claims solve the technical problem that “excessive input data [is] required to be sent from an electronic device to a server to request and receive electronic content” and the claims’ ordered combination of elements addresses this problem by automatically providing the server with the reader device’s identification information. Reply Br. 13. Appellant contends the claims “improve the function of the computer itself by requiring less processing and less information needed to obtain new content, at both the reading device and the server.” Reply Br. 14.

Here, the claims do not provide a solution to a technical limitation of the computing device, but use the computing device to perform the abstract idea. *Accord* Ans. 6–8, 15. Appellant identifies disclosures explaining that the invention alleviates the need for a user to enter account information at the time of purchase thereby reducing the time and data entry required to purchase new content. *See* Reply Br. 14 (citing Spec. ¶¶ 16, 19, 48, 62). These asserted improvements address the user experience, but Appellant has not persuasively demonstrated that the claimed subject matter recites an improvement to the computer itself or another technology. Appellant does not persuasively explain, or identify disclosures in the Specification supporting, the attorney argument that the claimed subject matter requires

less processing at both the device and the server to obtain new content. *See* Reply Br. 14.

Rather than reciting a technical solution to a technical problem, the pending claims are more similar to those at issue in *Ultramercial*, *Amazon.com*, and *Smartflash*. In those cases, the Federal Circuit determined that the claims, which provided access to electronic content, were directed to abstract ideas. Notably, the Federal Circuit has explained that the addition of computer functionality to abstract concepts does not confer patent eligibility. *Intellectual Ventures I LLC v. Capital One Bank (USA)*, 792 F.3d 1363, 1370 (Fed. Cir. 2015).

For at least the foregoing reasons, the claims do not integrate the judicial exception into a practical application. Accordingly, the claims are directed to an abstract idea.

*Guidance Step 2B (Inventive Concept/Significantly More)*

Because we determine representative claim 1 is directed to an abstract idea or combination of abstract ideas, we evaluate whether claim 1 includes an inventive concept. *See* Guidance, 84 Fed. Reg. at 56. As stated in the Guidance, many of the considerations to determine whether the claims amount to “significantly more” under step two of the *Alice* framework already are considered as part of determining whether the judicial exception has been integrated into a practical application. Guidance, 84 Fed. Reg. at 56. Thus, at this point of the analysis, we determine whether the claims (1) add a specific limitation, or combination of limitations, that is not well-understood, routine, conventional activity in the field, or (2) simply append well-understood, routine, conventional activities at a high level of generality. Guidance, 84 Fed. Reg. at 56.

Appellant argues the claims include significantly more than the abstract idea because the steps related to authenticating and authorizing the user based on the received device identifier are not part of the Examiner's characterization of the abstract idea. Reply Br. 16–19. As discussed above, we characterize the abstract idea slightly differently than the Examiner.

In particular, the only additional elements recited in the claims are the electronic device sending and receiving data, establishing a wireless connection with the electronic device, retrieving selected content from a database or server, and sending the retrieved content to the electronic device. These elements and steps, considered alone and in combination, fail to provide an inventive concept. When describing the device, the wireless connection, and the sending, receiving, and retrieving steps, Appellant describes and claims the system at a high level of generality.

Specifically, Appellant identifies the electronic device and the wireless connection at a high level and as including generic devices (“personal computers, portable computers (e.g., laptops or pocket PCs), personal digital assistants (PDAs), portable gaming devices, wireless phones, and the like”) and networks (e.g., “any one or combination of multiple different types of networks, such as cable networks, the Internet, and wireless networks”). Spec. ¶¶ 2, 17, 22, 41, Fig. 1, 5. Appellant also describes the sending, retrieving, and receiving steps at a very high level. *See, e.g.*, Spec. ¶¶ 25, 28, 29, 69. In other words, the Specification indicates that the additional elements are well-understood, routine, and conventional. *Accord* Ans. 15 (explaining that the additional features are generic functions performed by a generic computer (citing Spec. ¶ 17)).

Our reviewing court has recognized that receiving, processing, and storing data as well as receiving or transmitting data over a network are well-understood, routine, and conventional activities. *Mortg. Grader, Inc. v. First Choice Loan Servs. Inc.*, 811 F.3d 1314 (Fed. Cir. 2016); *In re TLI Commc 'ns LLC*, 823 F.3d 607 (Fed. Cir. 2016); *Elec. Power*, 830 F.3d 1350. Consistent with the *Berkheimer* Memorandum,<sup>4</sup> we agree with the Examiner's findings that the claims merely recite generic computer components (e.g., a configured computing system) performing generic computing functions that are well-understood, routine, and conventional (e.g., obtaining/receiving data, processing data, and presenting the results of the data processing). *See Mortg. Grader*, 811 F.3d at 1324–25 (generic computer components, such as an “interface,” “network,” and “database,” fail to satisfy the inventive concept requirement); *Alice*, 573 U.S. at 226 (“Nearly every computer will include a ‘communications controller’ and [a] ‘data storage unit’ capable of performing the basic calculation, storage, and transmission functions required by the method claims.”); *buySAFE, Inc. v. Google, Inc.*, 765 F.3d 1350, 1355 (Fed. Cir. 2014) (“That a computer

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<sup>4</sup> On April 19, 2018, the Deputy Commissioner for Patent Examination Policy issued a memorandum entitled: Changes in Examination Procedure Pertaining to Subject Matter Eligibility, Recent Subject Matter Eligibility Decision (*Berkheimer v. HP, Inc.*) (i.e., “the *Berkheimer* Memorandum”) (discussing the *Berkheimer* decision) (available at <https://www.uspto.gov/sites/default/files/documents/memo-berkheimer-20180419.PDF>). Support for a finding that an element was well-understood, routine, or conventional may be shown by citation to one or more court decisions noting the well-understood, routine, conventional nature of the element(s). *See Berkheimer* Memorandum 3–4.



receives and sends the information over a network—with no further specification—is not even arguably inventive.”).

We are not persuaded that Appellant’s claims are similar to those held eligible in *DDR*. See Reply Br. 18–19. In *DDR Holdings*, the Federal Circuit determined “the claimed solution amount[ed] to an inventive concept for resolving [a] particular Internet-centric problem,” i.e., a challenge unique to the Internet. *DDR Holdings*, 773 F.3d at 1257–59; see *Synopsys, Inc. v. Mentor Graphics Corp.*, 839 F.3d 1138, 1151 (Fed. Cir. 2016) (noting that “[i]n *DDR Holdings*, we held that claims ‘directed to systems and methods of generating a composite web page that combines certain visual elements of a ‘host’ website with content of a third-party merchant’ contained the requisite inventive concept”). The Federal Circuit explained that the patent-eligible claims specified “how interactions with the Internet are manipulated to yield a desired result . . . that overrides the routine and conventional sequence of events ordinarily triggered by the click of a hyperlink.” *DDR Holdings*, 773 F.3d at 1258. The court reasoned that those claims recited a *technological* solution “necessarily rooted in computer technology” that addressed a “problem specifically arising in the realm of computer networks.” *DDR Holdings*, 773 F.3d at 1257.

Rather than reciting a technical solution rooted in computer technology as in *DDR*, the pending claims are more similar to those at issue in *Ultramercial*, *Amazon.com*, and *Smartflash*. In those cases, the Federal Circuit determined that the claims, which provided access to electronic content, were directed to abstract ideas. Notably, the claimed subject matter does not change how the devices communicate, transfer content, or otherwise alter how the recited components work. Instead, the claims

merely use one piece of information as a proxy to identify a user instead of requiring the user to enter credential, such as a username and password.

Appellant also argues the claims recite significantly more because claims recite that “the particular electronic content [sent to the device] is unique relative to items already stored in a memory of the electronic device when sending the particular electronic content.” Reply Br. 19. However, this limitation merely further defines the particular content sent to the device and is part of the insignificant post-solution activity discussed above that merely provides the result of the abstract idea. Appellant has not persuasively explained why this limitation goes beyond what was well-understood, routine, and conventional, or otherwise adds significantly more to the abstract idea.

For the reasons discussed *supra*, we sustain the Examiner’s rejection of claims 1–3, 5, 6, 27, 30, 33, 34, 38–41, 43, and 44 under 35 U.S.C. § 101. *See* 37 C.F.R. § 41.37(c)(1)(iv).

DECISION SUMMARY

<b>Claims Rejected</b>	<b>35 U.S.C. §</b>	<b>References or Basis</b>	<b>Affirmed</b>	<b>Reversed</b>
1-3, 5, 6, 27, 30, 33, 34, 38-41, 43, 44	112, first paragraph	Written Description	1-3, 5, 6, 27, 30, 33, 34, 38-41, 43, 44	
1-3, 5, 6, 27, 30, 33, 34, 38-41, 43, 44	112, second paragraph	Indefinite		1-3, 5, 6, 27, 30, 33, 34, 38-41, 43, 44
1-3, 5, 6, 27, 30, 33, 34, 38-41, 43, 44	103	Iino, Umekawa, Biddle	1-3, 5, 6, 27, 30, 33, 34, 38-41, 43, 44	
1-3, 5, 6, 27, 30, 33, 34, 38-41, 43, 44	101	Ineligible Subject Matter (Abstract Idea)	1-3, 5, 6, 27, 30, 33, 34, 38-41, 43, 44	
<b>Overall Outcome</b>			1-3, 5, 6, 27, 30, 33, 34, 38-41, 43, 44	

TIME PERIOD FOR RESPONSE

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