

The opinion in support of the decision being entered today was *not* written for publication and is *not* binding precedent of the Board.

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Ex parte ALEXANDER FILATOV

Appeal 2006-1160
Application 10/155,453
Technology Center 2800

Decided: April 20, 2007

Before LANCE LEONARD BARRY, HOWARD B. BLANKENSHIP, and JEAN R. HOMERE, *Administrative Patent Judges*.

BARRY, *Administrative Patent Judge*.

I. STATEMENT OF THE CASE

A Patent Examiner rejected claims 1-14, 16-18, and 21-23. Under 35 U.S.C. § 134(a), the Appellant appeals only the rejection of claims 1-14 and 16-18. (Br. 5.) We have jurisdiction under 35 U.S.C. § 6(b).

A. INVENTION

The invention at issue on appeal helps prevent a bank check having a fraudulent signature from being accepted at a point of sale ("POS").

(Specification 1.) The Appellant estimates that bad checks cost retail outlets somewhere between twelve billion and fifteen billion dollars a year. He further estimated that 30 to 50 percent of the losses result from forged signatures of account holders. (*Id.*)

Consequently, the invention stores signatures from checks drawn on a specific account in a "reference signature set." (*Id.* 2.) When a new check is received at a POS station, a verification system retrieves the reference signature set and compares it to the signature on the new check. If the latter signature matches at least one of the reference signatures in the set, the verification system sends a "valid signature message" to the POS station.

(*Id.*) If not, the system sends the reference signature set to the station. (*Id.*)

Claim 1, which further illustrates the invention, follows.

1. A signature verification system for verifying a signature on a bank check received at a point of sale system comprising:

a retrieve module retrieving a reference signature set having a plurality of signatures by one or more account owners of a checking account on which the check is drawn;

a signature verification module comparing the signature on the check against the signatures in the reference signature set;

a send acceptance module sending an accept message to the point of sale system if the signature verification module verifies the signature; and

a send reference module for sending the reference signature set to the point of sale system if the signature verification does not verify the signature.

B. REJECTIONS

Claims 1-2, 10,17-18, 21-23, and 28-30 stand rejected under 35 U.S.C. § 103(a) as obvious over U.S. Patent No. 5,559,895 ("Lee") and U.S. Patent No. 6,149,056 ("Stinson"). Claims 3-9, 11, 13, 14, 16, 24, 27, 31, and 33 stand rejected under 35 U.S.C. § 103(a) as obvious over Lee; Stinson; and U.S. Patent No. 6,220,515 ("Bello"). Claims 12, 25, 26, and 32 stand rejected under 35 U.S.C. § 103(a) as obvious over Lee; Stinson; Bello; and U.S. Patent No. 6,290,129 ("Momose").

II. ISSUE

Rather than reiterate the positions of parties *in toto*, we focus on the issue therebetween. The Examiner admits, "Lee does not specifically disclose a send reference module for sending the reference signature set to the point of sale system if the signature verification does not verify the signature." (Answer 4.)

Therefore, the Examiner present[s] Stinson, who specifically discloses that "when the processor 300 is unable to verify the customer's identity, or is unauthorized to cash the customer's check automatically, the process may transmit information about the customer . . . personnel at the CSC . . . would then attempt to verify the customer's identity and authorize cashing of the customer's check" (Stinson, col[.] 6, lines 19-27).

(*Id.* 9.) The Appellant argues that in the latter reference "the information is being transmitted to the centralized service center and not a point of sale system." (Br. 14.) Therefore, the issue is whether Stinson would have

suggested sending a reference signature set to the POS system where a bank check was received when the signature on the check cannot be verified.

In addressing the issue, the Board conducts a two-step analysis. First, we construe the independent claims at issue to determine their scope. Second, we determine whether the construed claims would have been obvious.

III. CLAIM CONSTRUCTION

Our analysis begins with construing the claim limitations at issue. "[T]he PTO gives claims their 'broadest reasonable interpretation.'" *In re Bigio*, 381 F.3d 1320, 1324, 72 USPQ2d 1209, 1210-11 (Fed. Cir. 2004) (quoting *In re Hyatt*, 211 F.3d 1367, 1372, 54 USPQ2d 1664, 1667 (Fed. Cir. 2000)).

Here, claim 1 recites in pertinent part the following limitations: "a send reference module for sending the reference signature set to the point of sale system if the signature verification does not verify the signature." Claim 10 includes similar limitations. Giving the independent claims the broadest, reasonable construction, the limitations require sending a set of reference signatures to the POS system where a bank check was received upon failure to verify a signature on the check.

IV. OBVIOUSNESS ANALYSIS

"Having determined what subject matter is being claimed, the next inquiry is whether the subject matter would have been obvious." *Ex Parte Massingill*, No. 2003-0506, 2004 WL 1646421, at *3 (B.P.A.I 2004). "In rejecting claims under 35 U.S.C. § 103, the examiner bears the initial burden of presenting a *prima facie* case of obviousness." *In re Rijckaert*, 9 F.3d 1531, 1532, 28 USPQ2d 1955, 1956 (Fed. Cir. 1993) (citing *In re Oetiker*, 977 F.2d 1443, 1445, 24 USPQ2d 1443, 1444 (Fed. Cir. 1992)). "'A *prima facie* case of obviousness is established when the teachings from the prior art itself would appear to have suggested the claimed subject matter to a person of ordinary skill in the art.'" *In re Bell*, 991 F.2d 781, 783, 26 USPQ2d 1529, 1531 (Fed. Cir. 1993) (quoting *In re Rinehart*, 531 F.2d 1048, 1051, 189 USPQ 143, 147 (CCPA 1976)).

Here, Stinson "provides automated check cashing through an unmanned check-cashing apparatus." (Col. 1, ll. 46-47.) The "automated check-cashing unit 100, [is] also referred to as a point-of-sale ('POS') unit," (col. 5, ll. 14-15), and "includes a check reader 130 into which the customer's check is inserted for processing." (*Id.* ll. 23-25.) "[T]he check-cashing unit 100 is controlled by a processor 300." (*Id.* ll. 50-51.) For example, "[u]sing a database loaded from a storage device 320 into memory 325, the processor verifies the customer's identity and determines whether the processor is authorized to cash the customer's check." (Col. 5, l. 65 – col. 6, l. 1.)

We cannot find that the processor sends data, let alone a set of reference signatures, however, to the POS unit 100 when the customer's identity cannot be verified. To the contrary, "[w]hen the processor 300 is unable to verify the customer's identity, or is unauthorized to cash the customer's check automatically, the processor may transmit information about the customer and the customer's check to a remotely-located centralized services center ('CSC') through the public telephone network (see FIG. 4)." (Stinson , col. 6, ll. 19-24.) Because Stinson's POS unit 100 transmits information to the remotely-located CSC, we agree with the Appellant that "the direction of information transmission is in the completely opposite direction to the direction of information transmission expressly recited in claim 1," (Br. 14), and in claim 10.

The Examiner does not allege, let alone show, that the addition of Bello or Momose cures the aforementioned deficiency of Lee and Stinson. Absent a teaching or suggestion of the customer's identity, we are unpersuaded of a *prima facie* case of obviousness.

V. CONCLUSION

For the aforementioned reasons, we reverse the rejection of claims 1 and 10 and the rejections of claims 2-9, 11-14, and 16-18, which depend therefrom.

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REVERSED

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