These judicial exception(s) is/are not integrated into a practical application, in that there are no additional elements or combination thereof to impose a meaningful limit on the judicial exception(s). In particular, claim 22 recites only a computer hardware system configured to serve a first web page and a second web page, and that the page(s) contain "links." Claim 32, 44 further include a "webpage implementation server system" configured for similar purposes, as well as a "database system" storing information including a first and second input, a "computer hardware system," and generating the first and second "web page(s)." The computing elements in all claims, such as the computer based method/systems in claim 22, as well as the "computer hardware system," "webpage implementation server system" and "database system," used to "generate a web page" claim elements is/are recited at a high-level of generality (i.e., as a generic processor performing a generic computer function of sending/receiving data, a database used to store data/inputs, etc.) such that it amounts no more than mere instructions to apply the exception using a generic computer component. Further, the web pages and links contained therein are at best extra solution activity – rendering a web page, even with added input, is not a practical application (see MPEP 2106.05g). Examiner finds in particular that the "links" as claimed are not even claimed *as* a hyperlink or with any capabilities therein – a "link" as claimed could simply be data, but could also just be an advertisement or a note. For example, a paper or other document may contain footnotes therein, which are a "link" to either a source or a different location within the document.

Examiner finds no evidence of an improvement to either the functioning of the computer itself nor any technology or field – the computing technology is nominally recited (see MPEP 2106.05(a)). Accordingly, the additional element(s) do not integrate the abstract idea into a practical application, as Examiner finds that there are no meaningful limits to practicing the abstract idea beyond the application of a technology or a drafting effort.

The claim(s) are directed to an abstract idea.

The independent claims are additionally directed to claim elements such as: only a computer hardware system configured to serve a first web page and a second web page, and that the page(s) contain "links" as in claim 22, and Claims 32, 44 further include a "webpage implementation server system" configured for similar purposes, as well as a "database system" storing information including a first and second input, a "computer hardware system," and generating the first and second "web page(s)." When considered individually, the computer hardware system configured to serve a first web page and a second web page, the page(s) containing "links" as in claim 22, and the

"webpage implementation server system" configured for similar purposes, as well as a "database system" storing information including a first and second input, a "computer hardware system," and generating the first and second "web page(s)" as in computer hardware system configured to serve a first web page and a second web page, as in claims 32, 44, claim elements only contribute generic recitations of technical elements, and extra solution activities to the claims. It is readily apparent, for example, that the claim is not directed to any specific improvements of these elements. Examiner looks at Applicant's specification at, for example: [018] which describes the database in functional terms only – i.e. that it saves information and is coupled to a server computer. At [044] server computer 140 has or is coupled to a plurality of databases 160, 170, 190. When viewing figure 1 and related text, these databases appear to be linked to or only require a generic, all purpose computer as attached to a registered user (180), a third party potential customer (110), and/or a third party author (12). These paragraphs, and others, make it clear that the invention is in no way directed to a technical improvement, and in fact categorically relies on the "application of" the computing environment to the abstract ideas listed above. Again, Examiner finds the rendering of the webpage, even with "links" to be at best insignificant extra solution activity (see MPEP 2106.05g). Examiner further notes that turning to for example, at [074, 075] the term "link" is used interchangeably with the term "banner," thus further supporting Examiner's conclusion above that a "link" as claimed is merely data or the appearance of information analogous to a footnote and/or banner advertisement.

When the claims are considered individually and as a whole, the additional elements noted above, the claims appear to merely apply the abstract concept to a technical environment in a very general sense – i.e. a generic computer receives information from another generic computer, processes the information and then sends information back (see MPEP 2106.05(f), (h)). The limitations simply append well understood, routine and conventional activities known to the industry at a high level of generality to the judicial exception, in that they recite, at best, sending and receiving of data between one or more computing devices (see MPEP 2106.05(d)). The most significant elements of the claims, that is the elements that outline the inventive elements of the claims, are set forth in the elements identified as an abstract idea. Examiner finds that, particularly in view of the remaining details in the specification, the claims represent a clear drafting attempt at best. The fact that the generic computing devices are facilitating the abstract concept is not enough to confer statutory subject matter eligibility (see MPEP 2106.05(h)).

The claims are directed to an abstract idea, without significantly more.

Dependent claims 23, 33, 45 are not directed any additional abstract idea, however they are directed to the use of a "database" as discussed above with respect to claims 32, 44. As discussed above, storing information in a database is neither a practical application nor significantly more. Rather, these claims offer further descriptive limitations of elements found in the independent claims and addressed above – such as the type(s) of information stored in the database. While these descriptive elements may provide further helpful context for the claimed invention these elements do not serve to confer subject matter eligibility to the invention since their individual and combined significance is still not heavier than the abstract concepts at the core of the claimed invention.

Dependent claims 24, 34, 46 are not directed any additional abstract idea, however they are directed to the use of a "database" as discussed above with respect to claims 32, 44. Rather, these claims offer further descriptive limitations of elements found in the independent claims and addressed above – such as the previously identified extra solution activity of rendering/generating a webpage. While these descriptive elements may provide further helpful context for the claimed invention these elements do not serve to confer subject matter eligibility to the invention since their individual and combined significance is still not heavier than the abstract concepts at the core of the claimed invention.

Dependent claims 25, 35, are not directed any additional abstract ideas and are also not directed to any additional non-abstract claim elements than those recited above. Rather, these claims offer further descriptive limitations of elements found in the independent claims and addressed above – such as information regarding types of web pages included. While these descriptive elements may provide further helpful context for the claimed invention these elements do not serve to confer subject matter eligibility to the invention since their individual and combined significance is still not heavier than the abstract concepts at the core of the claimed invention.

Dependent claims 26, 28, 36, 38 are not directed to any additional abstract ideas beyond those identified above. However, the claim does recite the additional limitations of a web asset and providing description of said web asset as a "functional" asset on the page. While providing a web asset provides context, the providing of the descriptive matter of a "functional" asset describes the abstract idea of managing human behaviors as claimed above. The fact that the claim recites the additional elements of "functional" applications is no different than as discussed in the inclusion of reciprocal pages as discussed above in that this claim provides no improvement to, or

practical application beyond the *application of* a website to the abstract idea. The use of a website and related limitations does not amount to significantly more, at least as the use of a website and parsing (again, as claimed), does not reach beyond what is well understood routine and conventional, nor is there any improvement or claim language beyond the general linking of the use of the judicial exception to the field/technological environment of a website (see MPEP 2106.05(h)).

Dependent claims 29, 39, are not directed to any additional abstract ideas beyond those identified above. However, the claim does recite the additional limitations of providing a recommended page. While providing recommended pages further describes the abstract idea of managing human behaviors as claimed above, that the claim recites the additional elements of recommended pages is no different than as discussed in the inclusion of reciprocal pages as discussed above in that this claim provides no improvement to, or practical application beyond the *application of* a website to the abstract idea. The use of a website and related limitations does not amount to significantly more, at least as the use of a website and parsing (again, as claimed), does not reach beyond what is well understood routine and conventional, nor is there any improvement or claim language beyond the general linking of the use of the judicial exception to the field/technological environment of a website (see MPEP 2106.05(h)).

Dependent claims 30, 31, 40, 41 are not directed to any additional abstract ideas beyond those identified above. However, the claim does recite the additional limitations of providing a graphic from a first user. While providing or including a graphic on a web page further describes the abstract idea of managing human behaviors as claimed above, that the claim recites the additional elements of graphics is no different than as discussed in the inclusion of reciprocal pages as discussed above in that this claim provides no improvement to, or practical application beyond the *application of* a website to the abstract idea. The use of a website and related limitations does not amount to significantly more, at least as the use of a website and parsing (again, as claimed), does not reach beyond what is well understood routine and conventional, nor is there any improvement or claim language beyond the general linking of the use of the judicial exception to the field/technological environment of a website (see MPEP 2106.05(h)).

Dependent claims 42, 43 are not directed to any additional abstract ideas beyond those identified above. However, the claim does recite the additional limitations of a registered user. While requiring user registration

further describes the abstract idea of managing human behaviors as claimed above, particularly in view of the types of relationships identified as being "managed;" that the claim recites the additional elements of registration is no different than as discussed in the inclusion of reciprocal pages as discussed above in that this claim provides no improvement to, or practical application beyond the *application of* a website to the abstract idea. The use of a website and related limitations does not amount to significantly more, at least as the use of a website and parsing (again, as claimed), does not reach beyond what is well understood routine and conventional, nor is there any improvement or claim language beyond the general linking of the use of the judicial exception to the field/technological environment of a website (see MPEP 2106.05(h)).

Claim Rejections - 35 USC § 102

In the event the determination of the status of the application as subject to AIA 35 U.S.C. 102 and 103 (or as subject to pre-AIA 35 U.S.C. 102 and 103) is incorrect, any correction of the statutory basis for the rejection will not be considered a new ground of rejection if the prior art relied upon, and the rationale supporting the rejection, would be the same under either status.

The following is a quotation of the appropriate paragraphs of pre-AIA 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.
>
> (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claim(s) 22-26, 28-36, 38-46 is/are rejected under pre-AIA 35 U.S.C. 102(a)/ (e) as being anticipated by Horstmannn et al (US 5995099, filed on 6/10/1996).

- **In reference to claim 22,**

  Horstmannn teaches:

  A method, within and by a computer hardware system that is configured to serve a first web page associated with a first user and a second web page associated with a second user, comprising:

establishing a reciprocal arrangement between the first web page and the second web page based upon both the first and second users opting to participate in the reciprocal arrangement (at least figures 1, 2, 3, and related text, including col 2, lines 55 through col 3, line 41: the bike shop owner and the book store owner form an agreement to display one another's advertisements on their respective pages; *figure 1 shows that Bookstore Site 1 and Bike Shop Site 2 are in such an agreement. In figure 2, the Bike shop views a first page including a link to Bookstore. Bookstore then solicits the mutual agreement – including which of Bike Shop's pages Bookstore is to link to. Bookstore then completes the mutual agreement, and verifies that the Bike Shop linked back to the appropriate page of Bookstore and outputs link information. Similarly to the claimed invention, at step 33 of figure 3, there is a "check" to verify that the pages exists for the locations. Column 1, while mostly providing background, specifically states: "In return for providing a link to the bike shop, the bookstore would likely require a link from the bike shop back to the bookstore so that users accessing bike-shop 45 pages would be referred to the bookstore" and "A method establishes reciprocal page links between pages on the Internet." In col 2, 3, as cited, the first party, the bike shop, adds a link to the bookstore page, and then provides information so that the bookstore may appropriately link to the pages of the bike shop. Verification software ensures this actually occurs. Similarly, in column 4, the links software will verify that the reciprocal agreement has taken place. The reciprocal agreement is initiated when the first user indicates to the second user that links are to be provided, and then once the agreement is executed on both parts, the pages are subsequently rendered as complete with the additional links. (Ex. Note as the specification does not specifically describe reciprocal or provide a definition: per the Oxford Dictionary definition of reciprocal: "a) Given, felt or done in return, b) an agreement or obligation that is bearing or binding on each of two parties equally; concerning each of two or more persons or things; b) given or done in return." Thus, "reciprocal" is defined more by the mutual assent of the parties involved rather than the content or agreement reached Examiner has interpreted the reciprocal arrangement as claimed to simply require a mutual agreement of*

the two parties, and that at some point after the agreement, but not necessarily before performance on the part of the other, both parties present their web pages with corresponding links);

including, within the second web page and based upon the reciprocal arrangement, a second link to the first web page and (at least figures 1-3, and related text, including col 3, lines 15-41: once the bike store owner/website has made the agreement, the bookstore owner/website would then have their link included in relevant locations on the bike shop website; *Verification software ensures this actually occurs. Similarly, in column 4, the links software will verify that the reciprocal agreement has taken place. The reciprocal agreement is initiated when the first user indicates to the second user that links are to be provided, and then once the agreement is executed on both parts, the pages are subsequently rendered as complete with the additional links*);

including, within the first web page and based upon the reciprocal arrangement, a first link to the second web page and associated with the second entity (at least figures 1- 3, and related text, including col 2 line 55 through col 3, lines 15-41: bookstore website now shows the link to the bike store website, based on the bike shop's request and the agreement between the two; *Verification software ensures this actually occurs. Similarly, in column 4, the links software will verify that the reciprocal agreement has taken place. The reciprocal agreement is initiated when the first user indicates to the second user that links are to be provided, and then once the agreement is executed on both parts, the pages are subsequently rendered as complete with the additional links*).

- **In reference to claims 23, 33**

  Horstmannn teaches:

  Wherein the first web page is stored in a database; and the second web page is stored in the database (at least col 2, lines 41-55: websites may be stored in separate or the same server, see also figure 5 and related text: common database stores the reciprocal agreements and/or the updated pages).

- **In reference to claim 24 , 46**

  Horstmannn teaches:

  receiving, from a third user, a request for the first web page (at least col 5 lines 25-34: viewers request the website with the newly updated links, see also figures 5, 3 and related text);

  dynamically generating, using a database, the first web page (at least col 5, lines 5-34: once approved, the links update as in figures 5, 3 and related text); and

  serving, to the third user, the dynamically-generated first web page (at least col 4 lines 6-20, col 5 lines 5-24, figures 3,5 and related text: webpage is rendered with the updated links; bike store owner and/or viewers see the rendered page including links).

- **In reference to claims 25, 35**

  Horstmannn teaches:

  wherein the first web page includes one or more web pages (at least fig 1, 5, 7 and related text, including col 5 lines 25-35, and col 6 lines 41-57: embodiments including "a number of links pages stored" to verify that each link links to an existing page within the website).

- **In reference to claims 26, 36**

  Horstmannn teaches:

  including, within the first web page, a web asset provided by a third party separate from the computer hardware system (at least fig 4 and related text, including col 4 lines 35-43, and figure 5 & related text, including col 4 lines 43-.col 5 line 24: two embodiments of the "add link" feature both are provided by a separate provider, and the pages may interact with them – i.e. "if a bike shop owner is impressed with the "add link" feature of website A...", bike shop owner may add it to his page to make it easier for, for example, bookstore owner to interact).

- **In reference to claims 28, 38**

  Horstmannn teaches:

  wherein the web asset is a functional application (see figure 4, 5, and related text, including col 4 line 43- col 5, line 24: "add link" feature/button is used to functionally modify the page itself).

- **In reference to claims 29, 39**

  Horstmannn teaches:

  providing, to the first user, at least one recommended web page, associated with the computer hardware system, into which the second functional identification element is to be included (at least figures 4, 5, and related text, including col 4, line 43- col 5, line 24: add link is a functional element found on webpage A, and bike shop owner, may decide to include the feature on the bike shop page, or to add a link between the two pages himself, further, system recommends bookstore to bike store owner).

- **In reference to claims 30, 40**

  Horstmannn teaches:

  Wherein the second link is associated with a graphic image *within the second web page* (at least col 4, lines 60-65, fig 5 and related text: link includes the bike shop logo).

- **In reference to claims 31, 41**

  Horstmannn teaches:

  receiving, from the first user, the image (at least col 4, lines 60-65, fig 5 and related text: link includes the bike shop logo; bike shop owner uploads/includes it in the link/editing page).

- **In reference to claim 32, 44**

  Horstmannn teaches:

  A database system storing information associated with the first and second web pages (at least fig 5 and related text, see also col 2 lines 52-54; websites can exist on the same server, at col 3 lines 15-20 "The links server includes software that presents and processes forms, and could be the same server that maintains the bookstore's pages or some other server."), comprising:

  Storing first input received from the first user into the database system (at least col 4 line 45- col 5 line 33: bike shop owner inputs links, which are stored in "links server", see also col 6 line 5-12)

  storing second input received from the second user into the database system (at least col 4 line 45 to col 5 line 59, the bookstore owner, second input, may modify the links page which is again then stored in links server) ,

  establishing a reciprocal arrangement between the first web page and the second web page based upon both the first and second users opting to participate in the

reciprocal arrangement (at least figures 1, 2, 3, and related text, including col 2, lines 55 through col 3, line 41: the bike shop owner and the book store owner form an agreement to display one another's advertisements on their respective pages (at least figures 1, 2, 3, and related text, including col 2, lines 55 through col 3, line 41: the bike shop owner and the book store owner form an agreement to display one another's advertisements on their respective pages; *figure 1 shows that Bookstore Site 1 and Bike Shop Site 2 are in such an agreement. In figure 2, the Bike shop views a first page including a link to Bookstore. Bookstore then solicits the mutual agreement – including which of Bike Shop's pages Bookstore is to link to. Bookstore then completes the mutual agreement, and verifies that the Bike Shop linked back to the appropriate page of Bookstore and outputs link information. Similarly to the claimed invention, at step 33 of figure 3, there is a "check" to verify that the pages exists for the locations. Column 1, while mostly providing background, specifically states: "In return for providing a link to the bike shop, the bookstore would likely require a link from the bike shop back to the bookstore so that users accessing bike-shop 45 pages would be referred to the bookstore" and "A method establishes reciprocal page links between pages on the Internet." In col 2, 3, as cited, the first party, the bike shop, adds a link to the bookstore page, and then provides information so that the bookstore may appropriately link to the pages of the bike shop. Verification software ensures this actually occurs. Similarly, in column 4, the links software will verify that the reciprocal agreement has taken place. The reciprocal agreement is initiated when the first user indicates to the second user that links are to be provided, and then once the agreement is executed on both parts, the pages are subsequently rendered as complete with the additional links. (Ex. Note as the specification does not specifically describe reciprocal or provide a definition: per the Oxford Dictionary definition of reciprocal: "a) Given, felt or done in return, b) an agreement or obligation that is bearing or binding on each of two parties equally; concerning each of two or more persons or things; b) given or done in return." Thus, "reciprocal" is defined more by the mutual assent of the parties involved rather than the content or agreement reached Examiner has interpreted the reciprocal arrangement as claimed to simply require a mutual*

agreement of the two parties, and that at some point after the agreement, but not necessarily before performance on the part of the other, both parties present their web pages with corresponding links);

generating, using the first input received from the first user and the reciprocal agreement, the first web page (at least fig 1-3 and related text, including col 2 line 55 to col 4 line 24; Page B, bike site, is now displayed with the link to the book store); and

generating, using the second input received from the second and the reciprocal arrangement, the second web page (at least fig 1-3 and related text, including col 2 line 55 to col 3 line 25: Page A, book site, is now displayed with the link to the bike store), wherein

the second web page includes, and based upon the reciprocal arrangement, a second link to the first web page and (at least figures 1-3, and related text, including col 3, lines 15-41: once the bike store owner/website has made the agreement, the bookstore owner/website would then have their link included in relevant locations on the bike shop website *Similarly, in column 4, the links software will verify that the reciprocal agreement has taken place. The reciprocal agreement is initiated when the first user indicates to the second user that links are to be provided, and then once the agreement is executed on both parts, the pages are subsequently rendered as complete with the additional links*);

the first web page includes, and based upon the reciprocal arrangement, a first link to the second web page (at least figures 1- 3, and related text, including col 2 line 55 through col 3, lines 15-41: bookstore website now shows the link to the bike store website, based on the bike shop's request and the agreement between the two; *Similarly, in column 4, the links software will verify that the reciprocal agreement has taken place. The reciprocal agreement is initiated when the first user indicates to the second user that links are to be provided, and then once the*

agreement is executed on both parts, the pages are subsequently rendered as complete with the additional links).

- **In reference to claim 34 , 46**

  Horstmannn teaches:

  receiving, from a third user, a request for the first web page (at least col 5 lines 25-34: viewers request the website with the newly updated links, see also figures 5, 3 and related text);

  and serving, to the third user, the dynamically-generated first web page, wherein the first web page is dynamically generated based upon the request (at least col 4 lines 6-20, col 5 lines 5-24, figures 3, 5 and related text: webpage is rendered with the updated links; bike store owner and/or viewers see the rendered page including links; at col 3, lines 20-25: the page is "redisplayed").

- **In reference to claims 42, 43**

  Horstmannn teaches:

  The first and second users are both registered users with the computer hardware system (at least col 4, line 61 to col 5, line 5, fig 6, 7, and related text; both users must enter a password to access the links, i.e. they have registered with the service).

- **In reference to claims 45**

The first web page stored in the database system at least fig 5 and related text, see also col 2 lines 52-54; websites can exist on the same server, at col 3 lines 15-20 "The links server includes software that presents and processes forms, and could be the same server that maintains the bookstore's pages or some other server."; and

The second web page is stored in the database system (at least fig 5 and related text, see also col 2 lines 52-54; websites can exist on the same server, at col 3 lines 15-20 "The links server includes software that presents and processes forms, and could be the same server that maintains the bookstore's pages or some other server.")

Response to Arguments as Filed with Appeal Brief

As applicant's remarks regarding the petition are moot in view of the petition being granted, in the interest of compact prosecution Examiner has included responses largely presented in the Examiner's Answer dated 12/18/2019 as these were the last substantive remarks raised.

Applicant's remarks begin in earnest on page 12, with some restatement of statutory and case law into page 13. Applicant provides some discussion from the relevant portions of the specification, regarding designing or creation of a webpage, however, Examiner respectfully submits that Applicant's claims recite placing "links" on existing webpages, rather than the creation of an entirely new webpage. As per Applicant's assertions on page 14, Examiner again notes that as discussed above, Applicant's links in the claims are not required to be active links or hyperlinks, rather they could be associated with/to data. On page 14 Applicant argues aspects of the prior art in a related Application; Examiner finds this somewhat irrelevant and also unpersuasive; the prior art cited appears to teach that the process of a reciprocal link is in fact known at the time of the invention. Applicant's discussion of the cited prior art is somewhat more relevant, however the cited portions provided by Applicant are at best evidence to the contrary of Applicant's assertion – that the use of reciprocal links does not represent an improvement in the functioning of a computer or related technology. That the cited reference allows a user to "remove" a link further lends to Examiner's point that the use of a link on a webpage, as monitored or manipulated by a user, does not represent an improvement. The process identified on page 15 of Applicant's remarks further describes a process of reciprocal links, at least as far as is claimed. While

Applicant's comparison to the prior art is helpful in some ways, Examiner notes that prior art is not a consideration of subject matter eligibility.

On page 17, Applicant asserts that two limitations in particular represent an improvement to "web page and reciprocal link creation." Examiner respectfully disagrees; again while Applicant's remarks are helpful contextually, serving a first web page and a second web page was in no way at the time of the invention an "improvement." Again, Applicant's claims do not recite the creation of a web page at any stage, rather, the claims a best recite the rending of modified webpage. This is not the same. Applicant's claims in no way circumvents the (purported) number of entities as Applicant argues; in contrast the claim is broad enough that each of these "entities" could be easily included in the limitations. Applicant again restates portions of the prior art on pages 18, however this is also unpersuasive in view of the limitations as claimed. Examiner respectfully submits that serving a web page, even with the web page including a first and second link is in no way an improvement to the generation of a webpage, nor the "creation" of a reciprocal link. At best, these limitations require that an existing page is served with additional information at a later time.

Applicant discusses "undesired" reciprocal links on pages 19, 20, and argues that the claims represent an improvement to this purported "problem." Applicant provides no disclosure or support for the assertion that this itself represented a problem, and again discusses the prior art at hand rather than describing improvements found in the claim language. Applicant appears to be arguing, on page 20, that reciprocal links themselves were both a solution and a problem at the time of the invention – Examiner respectfully submits that Applicant cannot have it both ways. For example, reciprocal links as claimed cannot be a solution to a problem of reciprocal links as found in Horstmannn without Applicant necessarily conceding they are one in the same. Again, while Examiner does not dispute that within the specification there is likely disclosure of such a solution, the claims presented do not recite one or differentiate between the two.

On pages 20/21 Applicant discusses remarks raised in the most recent Office Action; Examiner respectfully submits that as noted in the Final Rejection, the solution itself being presented is at least arguably rooted in technology or represents a technical solution, however, the problem being solved, that of "reciprocal agreements" itself is not. Examiner respectfully submits that the term "ancient lineage" as discussed was Applicant's terminology and suggestion. Examiner respectfully disagrees with Applicant's remarks, and finds them to be not relevant.

Applicant's remarks beginning on page 21 discuss the 2019 PEG, issued in January of 2019. The most recent Office Action was mailed in August of 2018, and as such the 2019 PEG was not available at the time. Examiner has provided an updated rejection for purposes of convenience, as discussed above. As Examiner does not assert that the claims fall within a mathematical concept or a mental process, these remarks are found to be moot. With respect to the discussion of the category of "Certain Methods of Organizing Human Activity," Examiner finds Applicant's remarks to be misguided. "Methods of organizing human activity" and "operations necessarily performed on a computer" are not mutually exclusive in any way per the 2019 PEG. Rather, Applicant instead again incorrectly asserts that the claim limitations recite "creation" of a webpage, rather than at best, the display or rendering of a webpage. The claim limitations, as discussed above, represent a method of human activities in the form of a contractual obligation between two entities – i.e. a reciprocal agreement.

Applicant's remarks on page 23, regarding the invention falling into "one of the excluded categories" is found unpersuasive in that it lacks a formal conclusion, and moot in view of the new analysis/conclusions reached above. Examiner respectfully submits that the claim limitations recite an abstract idea in the category of human behaviors/activity.

Applicant further alleges Examiner has not "properly characterized the claimed invention." Applicant again essentially repeats the incorrect conclusion that the claims are directed to generating web pages, when the claims at best recite serving existing webpages for display. This is in no way

analogous to the creation of a new webpage. The claimed invention may be computer implemented, however as noted above the involvement of the computing elements as claimed is so minimal that it appears to at best be applying the abstract idea(s) identified to the computing environment. Again, as noted in the most recent Office Action, Applicant simply asserts a conclusion rather than providing evidence that supports an actual improvement.

Applicant repeats the argument that Examiner has "overgeneralized" the claimed invention, however at least in view of the analysis above this is unpersuasive. Examiner has categorized the invention appropriately as per the 2019 PEG, and did so with current USPTO Guidance in the Final Office Action. Applicant's reliance on the assertion of "reciprocal links" is again misguided is it does not recite or require any technical features, and therefore does not even imply an improvement.

Applicant's arguments on page 25, regarding the "result" of a reciprocal agreement are found unpersuasive, precisely because exemplary claim 22 at best recites a "result" of a reciprocal agreement – that an existing web page is distributed with additional content. Applicant's claim in no way requires or recites a reduction in the participating entities, an elimination of reciprocal enforcement, or an improved ability to police links. The claims only require a reciprocal agreement between two parties, and displaying the result of the agreement in two web pages. None of the assertions on page 26 are recited in, or even fairly inferred from, Applicant's claim limitations.

As touched upon above, Applicant's remarks regarding analogy to DDR Holdings (beginning on page 26) are similarly misplaced and incorrect. Again, while Examiner finds that the solution is, at least somewhat, rooted in technology, the test of DDR Holdings requires that the problem itself necessarily arise in the realm of computing technology. The improvement in this case is directed to the abstract idea – of agreements between people or entities.

Applicant next turns to a discussion of preemption on page 27 of the Brief. Applicant argues that there is no preemption found; however, as further noted by Applicant, preemption itself is not the sole

test of subject matter eligibility nor does lack of complete preemption imply eligible subject matter. Applicant submits the pending claims do not "tie up" or "prevent" all such agreements between web pages, and thus are statutory under a streamlined analysis. Examiner respectfully disagrees. Though the Supreme Court has described the concern driving the judicial exceptions as preemption, the courts do not use preemption as a stand-alone test for eligibility. (See July 2015 Update: Subject Matter Eligibility.)

Instead, questions of preemption are inherent in the two-part framework from Alice Corp. and Mayo. Examiner notes that "(w)hile preemption may signal patent ineligible subject matter, the absence of complete preemption does not demonstrate patent eligibility." Ariosa v. DNA Diagnostics Center, Inc., __F.3d__, Nos. 2014-1139, 2014-1144, Fed. Cir. 2015 (slip op. at 14). Moreover, the use of "tie up" refers to the results of Steps 2A and 2B of the two-part framework, and is not meant to imply that the streamlined analysis is either a preemption test or a means of avoiding the results that would occur if a claim were to undergo the full eligibility analysis. In fact, the results of the streamlined analysis will always be the same as the full analysis, in that a claim that qualifies as eligible after step 2A or 2B of the full analysis would also be eligible if streamlined analysis were applied to the claim. Moreover, as noted by Examiner throughout the remarks, the abstract idea identified is that of one of managing human activities in the form of agreements or contracts, rather than Applicant's alleged abstract idea of "reciprocal links."

On page 29 of the remarks, Applicant begins a discussion of Step Two of the analysis as applied in prior prosecution and the rejection above. Examiner has provided, both above and in prior prosecution, appropriate evidence for the finding that the use of the computing elements is well understood, routine and conventional. Examiner respectfully disagrees with Applicant's assertion that no evidence has been provided; Examiner has identified the limitations in question as well as identified

the sections of the MPEP upon which Examiner has relied to form the conclusion(s). (See MPEP 2106.05(d), (f), (h).)

Applicant's remarks on pages 30-33 of the Brief are exclusively directed to the rejection presented in the Final Office Action, primarily consisting of a discussion of Examiner's previous reliance on buySafe. Examiner again reiterates that the rejection presented at that time was in compliance with USPTO Policy regarding subject matter eligibility, and the appropriate analysis was executed. In view of the 2019 PEG, which no longer requires specific citation or analogy to relevant examples, these remarks are found largely moot. Further, as noted in the Final Office Action, – the limitations as they stand specifically recite "establishing a reciprocal arrangement" between a first and second party, and then specifically require that "based on the reciprocal arrangement" both parties are bound to perform. This is analogous with the contract formed between two parties as in buySafe. A contract at its most basic form requires an offer, and acceptance, and an intent to be bound. These elements are found in independent claims 22, 32, 46: the reciprocal arrangement between the two parties is "established" by the "first and second users opting to participate" – i.e. offer, accept, and clear intent. The claim further includes the performance of the contract, in that based on the arrangement, the display occurs.

Similarly, Applicant's remarks on pages 35-37 regarding Examiner's previous citation of/analogy to Return Mail are found similarly unpersuasive/moot. Examiner again respectfully submits that Applicant has misconstrued the remarks in the Final Office Action; Examiner in no way concludes all web pages or links are abstract. Again, Examiner reiterates that while the claims are found to be technical in nature, this is separate from Examiner's reliance on the case as discussed.

With regard to claims 23, 24, 33, 34, 45, 46, as discussed above the recitation of a database is included in these claims, and said recitation is analogous to that found in independent claims 32, 44. As noted in the Final Office Action and above, storing and retrieving information from a database is not itself an immediate indicator of subject matter eligibility in that these limitations are analogous to

functions of a computer found to be well understood, routine and conventional ((see MPEP 2106.05(d)). Further, as discussed above the claims as recited do not provide anything beyond description of the data itself being stored. Description of data being stored is not itself an indicator of subject matter eligibility. As noted above and in the Final Office Action, per then and now current USPTO policy the limitation(s) were considered both individually and as a whole. When considered individually, the storage of information in a database is not sufficient to amount to subject matter eligibility. When considered in combination, the limitations as claimed provide only description of the types of data being stored. Contrary to Applicant's assertions on page 39, these elements/limitations do not "transform the nature of the claim" in to a patent eligible application. As such Examiner respectfully disagrees with Applicant's remarks and submits that the prima facie case of patent ineligible subject matter was properly raised.

Applicant paraphrases claim 24, 32 on page 39, however Examiner respectfully disagrees with Applicant's conclusions at least in view of the discussion above.

On page 40, Applicant begins a discussion of the prior art.

Claim 22 recites, in pertinent part, "establishing a reciprocal arrangement between the first web page and the second web page based upon both the first and second users opting to participate in the reciprocal arrangement." Subsequently claim 22 recites "including within the first/second page and based upon the reciprocal agreement..." links to the respective entity on the second/first webpage. Examiner has interpreted these limitations to mean that two parties agree to subsequently provide links to one another's pages when said pages are later rendered. However, Examiner finds that the claim limitations neither implicitly nor explicitly define what constitutes a "reciprocal arrangement" and/or a given timeline. Examiner therefore relies on the dictionary definition of reciprocal: "a) an agreement or obligation that is bearing or binding on each of two parties; concerning each of two or more persons or things; b) given or done in return." Thus, "reciprocal" is defined more by the mutual assent of the parties involved rather than the content or agreement reached. A reciprocal agreement could exist

when two parties mutually agree to perform the exact same service for one another, but a reciprocal agreement also exists when the parties mutually agree to execute different services for one another, or when parties exchange a service for some other consideration as in a typical transaction, and also wherein both parties agree that one party will perform a task for the other. A reciprocal arrangement could also require performance by one party prior to the other – if friends agree to watch one another's dogs while each is out of town separately, this necessarily requires that one party perform prior to the other.

Further, by definition as noted above, a reciprocal gesture may require that the gesture or agreement may in fact require a predicating action on the part of one of the parties – the reciprocal agreement may be performed in return. For example, if one friend treats another to coffee, unprompted, at a subsequent outing the second friend would likely want to make a reciprocal gesture. Again, this could include purchasing the coffees at a later time, but could also include purchasing desert right after. Similarly, if one friend offers to drive, the other might reciprocate with an offer of gas or lunch either before, during or after the ride. Thus, Examiner has interpreted the reciprocal arrangement as claimed to simply require a mutual agreement of the two parties, and that at some point after the agreement, but not necessarily before performance on the part of the other, both parties present their web pages with corresponding links.

Turning to Applicant's specification, Examiner finds support for this interpretation. Notably, the term reciprocal does not appear until [098, 0100] of the PG Pub. In [098] the system must "determine" if a "reciprocal link site has already been created in the registered user's website" – this supports Examiner's interpretation that the agreement exists at some point, but that performance has not begun. Similarly, at [0100] "The system... determines whether a reciprocal banner ad site has already been created on the registered user's website, so that banner ads from other websites can be displayed on the registered user's website once it is activated. If a banner ad site has not yet been created, the

system 100 creates a banner ad site at step 2036 before returning to step 1650. Otherwise, if a banner ad site has already been created, the system 100 immediately returns to step 1650. Upon activation of the registered user's website, the registered user's website can display an unlimited number of banner ads from other websites on its reciprocal banner ad site, and the system 100 also displays the registered user's banner ad at the marketing locations (websites) that the registered user specified at step 2030."

As such, it is clear from the specification that both the timing of, and the agreement itself, are intentionally left in flux. The specification nowhere else defines the agreement, beyond that both parties "agree" at some point to show the links. Further, the specification clearly recites several steps of checks and "determinations" before the links are both included in each page. The specified paragraphs clearly require that a user's website be both activated, and include a banner ad site being previously created. When comparing these paragraphs to the limitations of claim 22, a "first or second user" could seek a "reciprocal agreement" with the other, but it is possible that the opposite user would not have created the banner ad site. Per the specification, the creation of the banner ad site is required prior to inclusion of the reciprocal links per said reciprocal agreement.

Horstmannn as cited teaches that two merchants agree to mutually share links pertaining to one another on their respective pages. A cursory review of figure 1 shows that Bookstore Site 1 and Bike Shop Site 2 are in such an agreement. In figure 2, the Bike shop views a first page including a link to Bookstore. Bookstore then solicits the mutual agreement – including which of Bike Shop's pages Bookstore is to link to. Bookstore then completes the mutual agreement, and verifies that the Bike Shop linked back to the appropriate page of Bookstore and outputs link information. Similarly to the claimed invention, at step 33 of figure 3, there is a "check" to verify that the pages exists for the locations. Column 1, while mostly providing background, specifically states: "In return for providing a link to the bike shop, the bookstore would likely require a link from the bike shop back to the bookstore so that users accessing bike-shop 45 pages would be referred to the bookstore;" and "A method establishes

reciprocal page links between pages on the Internet." In col. 2, 3, as cited, the first party, the bike shop, adds a link to the bookstore page, and then provides information so that the bookstore may appropriately link to the pages of the bike shop. Verification software ensures this actually occurs. Similarly, in column 4, the links software will verify that the reciprocal agreement has taken place. The reciprocal agreement is initiated when the first user indicates to the second user that links are to be provided, and then once the agreement is executed on both parts, the pages are subsequently rendered as complete with the additional links.

Turning to Applicant's remarks, beginning on page 41, Examiner respectfully submits Applicant continues to argue that which is not claimed – the content of the agreement, and the timing or manner in which the agreement "must" be executed. The use of verification software to determine performance on the part of one of the owners does not negate that a reciprocal agreement is present. If the second owner does not want to participate, then there is naturally, no reciprocal agreement found and the links are removed or not displayed. If both parties agree, and the verification software finds that both have fulfilled the explicitly reciprocal agreement as in Horstmannn, then the pages are displayed as such. Contrary to Applicant's remarks on page 43, a reciprocal agreement is proposed when the Bike Store owner seeks inclusion of the link on the Book Store page. If the Bike Shop does not fulfill the proposed reciprocal agreement, then the link is removed. This is, per dictionary definition and Applicant's specification, a reciprocal agreement.

Applicant's remarks on page 43 regarding the "scheme" of Horstmannn necessarily fails, at least in view of Applicant's own remarks: Applicant partially correctly states that Horstmannn "allows anybody to place a link on the bookstore's page so long as the form associated with the "add link" link has been completed," however Applicant leaves out that the receiving page must also include the link in order to perfect or complete the reciprocal agreement. That the identity is potentially unknown to one or more parties is not relevant to the claims as presented. Continuing through Applicant's remarks on

page 43, Examiner again contends that when considering the incredibly broad definition of a reciprocal agreement, as well as Applicant's clear lack of definition in the specification and claims as per the timing of said agreement, these remarks are unpersuasive. The inclusion of the verification process does not nullify that an agreement must be reached prior to the mutual display of the pages with the corresponding reciprocal links.

On page 44, Applicant submits that while the end result is uncontested, i.e. the display of reciprocal links, Applicant finds some distinction in the manner of achieving the result. Examiner respectfully disagrees, at least in view of the discussion above with respect to the interpretation of the claims. Examiner reiterates that which is supplied by Applicant on page 44, and found in the Final Office Action:

"However, claim 22 specifically only requires: "establishing a reciprocal arrangement between the first web page and the second web page based upon both the first and second users opting to participate in the reciprocal arrangement." Per the cited portions of Horstmannn, "A method establishes reciprocal page links between pages on the Internet. According to the method, individual sites (collections of pages) include dedicated links pages that contain lists of links, primarily to other sites." Col 3 further discloses that the bike shop owner and the bookstore owner agreed to the reciprocal arrangement, and that the system automatically checks for the reciprocity. Further, if the system does not find the required reciprocal link, the system removes the reciprocal link of the compliant party – i.e. if the bookstore does not post the required reciprocal link, the like on the bike shop page is removed.

Applicant is attempting to argue limitations or aspects of the invention that are simply not present in the claims. All that is required is an agreement between the two parties – clearly present in Horstmannn. That the reference uses software to execute some of the verification does not mean there is no "reciprocal agreement" between the two."

Despite Applicant's remarks on page 45, Examiner has clearly demonstrated a fair and reasonable interpretation of the claim language in view of the limitations and the specification. It is not possible to "overgeneralize" when the limitation itself has been left so intentionally broad. Again, Examiner reiterates that the claims themselves are not distinguishable over Horstmannn in that Horstmannn does not allow both pages to be rendered with the corresponding links until both parties have fulfilled the agreement. That one party performs their portion – be it including a link, or a friend picking up the check, without first being "asked" is no different from the limitations as claimed. The parties agree to perform, as Applicant does not dispute, reciprocal link inclusion. Applicant's claims in no way preclude the means in which Horstmannn executes this end result, despite encouragement from Examiner to do so.

Applicant's final remarks appear to have been addressed at length elsewhere in Examiner's. However, Examiner again notes that per the claim language, and per the specification, Examiner's interpretation both in the Final Office Action (as replicated by Applicant on page 46) is appropriate. All that is required to satisfy claim 22 is that two parties mutually submit to an agreement. Despite Applicant's remarks, there is no limitation or requirement for timing, no description as to what the agreement itself is, and no requirement as to when both or one must perform the agreement. The owners of the respective stores are in no way limited as to when and how they agree to ultimately display the corresponding reciprocal links, it is only required that at some point both agree to fulfill the obligation mutually.

Response to Arguments as Included in the 8/10/2018 Final Rejection

Selected relevant excerpts from Examiner's remarks as shown in the August 2018 Final rejection have been included for Applicant's convenience:

Applicant next turns to the prior art rejections, beginning on page 30. On pages 31-32, Applicant argues that the manner in which the arrangement is made is distinct from the prior art cited. However, claim 22 specifically only requires: "establishing a reciprocal arrangement between the first web page and the second web page based upon both the first and second users opting to participate in the reciprocal arrangement." Per the cited portions of Hortsmann, "A method establishes *reciprocal page links between pages on the Internet*. According to the method, individual sites (collections of pages) include dedicated links pages that contain lists of links, primarily to other sites." Col 3 further discloses that the bike shop owner and the bookstore owner agreed to the reciprocal arrangement, and that the system automatically checks for the reciprocity. Further, if the system does not find the required reciprocal link, the system removes the reciprocal link of the compliant party – i.e. if the bookstore does not post the required reciprocal link, the like on the bike shop page is removed.

Applicant is attempting to argue limitations or aspects of the invention that are simply not present in the claims. All that is required is an agreement between the two parties – clearly present in Horstmannn. That the reference uses software to execute some of the verification does not mean there is no "reciprocal agreement" between the two.

Applicant argues that Horstmannn allows any link to be initially created, however, this is untrue; the owner of the website may modify the list of links at any time.

Applicant again argues the reciprocal arrangement, however, as discussed above this is not persuasive as there is clearly an agreement between the bookstore owner and the bike shop owner in

Horstmannn. Applicant's claims simply require an agreement of any sort. That Horstmannn goes above and beyond the creation of the agreement to include verification of performance is irrelevant.

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to KATHERINE KOLOSOWSKI-GAGER whose telephone number is (571)270-5920. The examiner can normally be reached on Monday - Friday.

Examiner interviews are available via telephone, in-person, and video conferencing using a USPTO supplied web-based collaboration tool. To schedule an interview, applicant is encouraged to use the USPTO Automated Interview Request (AIR) at http://www.uspto.gov/interviewpractice.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Nathan Uber can be reached on 571-270-3923. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/KATHERINE KOLOSOWSKI-GAGER/
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ELECTRONIC PAYMENT RECEIPT

APPLICATION #	RECEIPT DATE / TIME	ATTORNEY DOCKET #
13/946,461	05/14/2024 04:27:43 PM Z ET	8201-0013

Title of Invention

SERVER SYSTEM CONFIGURED TO PROVIDE GRAPHICAL USER INTERFACE FOR MODIFYING WEB PAGES TO INCLUDE HYPERLINKS

Application Information

APPLICATION TYPE	Utility - Nonprovisional Application under 35 USC 111(a)	PATENT #	11763316
CONFIRMATION #	9140	FILED BY	Alaine Allison
PATENT CENTER #	65523436	AUTHORIZED BY	Scott Paul
CUSTOMER #	55246	FILING DATE	07/19/2013
CORRESPONDENCE ADDRESS	-	FIRST NAMED INVENTOR	THOMAS L. DISTEFANO III

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PAYMENT METHOD	PAYMENT TRANSACTION ID	PAYMENT AUTHORIZED BY
DA / 503611	E20245DG28498265	Alaine Allison

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37 CFR 1.19 (Document supply fees); 37 CFR 1.20 (Post Issuance fees); 37 CFR 1.21 (Miscellaneous fees and charges)

FEE CODE	DESCRIPTION	ITEM PRICE($)	QUANTITY	ITEM TOTAL($)
2455	FILING AN APPLICATION FOR PATENT TERM ADJUSTMENT	210.00	1	210.00
			TOTAL AMOUNT:	$210.00

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and MPEP 506), a Filing Receipt (37 CFR 1.54) will be issued in due course and the date shown on this Acknowledgement Receipt will establish the filing date of the application.

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If a timely submission to enter the national stage of an international application is compliant with the conditions of 35 U.S.C. 371 and other applicable requirements a Form PCT/DO/EO/903 indicating acceptance of the application as a national stage submission under 35 U.S.C. 371 will be issued in addition to the Filing Receipt, in due course.

New International Application Filed with the USPTO as a Receiving Office

If a new international application is being filed and the international application includes the necessary components for an international filing date (see PCT Article 11 and MPEP 1810), a Notification of the International Application Number and of the International Filing Date (Form PCT/RO/105) will be issued in due course, subject to prescriptions concerning national security, and the date shown on this Acknowledgement Receipt will establish the international filing date of the application.