



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
11/861,817	09/26/2007	Brian R. Bokor	RSW920070250US1_79	8982
44870	7590	12/15/2011	EXAMINER	
MOORE & VAN ALLEN, PLLC For IBM			RUHL, DENNIS WILLIAM	
P.O. Box 13706			ART UNIT	PAPER NUMBER
Research Triangle Park, NC 27709			3689	
			MAIL DATE	DELIVERY MODE
			12/15/2011	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	11/861,817	BOKOR ET AL.	
	Examiner	Art Unit	
	DENNIS RUHL	3689	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) Responsive to communication(s) filed on 03 November 2011.
- 2a) This action is **FINAL**. 2b) This action is non-final.
- 3) An election was made by the applicant in response to a restriction requirement set forth during the interview on _____; the restriction requirement and election have been incorporated into this action.
- 4) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 5) Claim(s) 1-17 is/are pending in the application.
 - 5a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 6) Claim(s) _____ is/are allowed.
- 7) Claim(s) 1-17 is/are rejected.
- 8) Claim(s) _____ is/are objected to.
- 9) Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 10) The specification is objected to by the Examiner.
- 11) The drawing(s) filed on _____ is/are: a) accepted or b) objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 12) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 13) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
 - a) All b) Some * c) None of:
 1. Certified copies of the priority documents have been received.
 2. Certified copies of the priority documents have been received in Application No. _____.
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)	4) <input type="checkbox"/> Interview Summary (PTO-413)
2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)	Paper No(s)/Mail Date. _____ .
3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)	5) <input type="checkbox"/> Notice of Informal Patent Application
Paper No(s)/Mail Date _____ .	6) <input type="checkbox"/> Other: _____ .

1. In view of the Appeal Brief filed on 11/3/11, PROSECUTION IS HEREBY REOPENED. To avoid abandonment of the application, appellant must exercise one of the following two options:

(1) file a reply under 37 CFR 1.111 (if this Office action is non-final) or a reply under 37 CFR 1.113 (if this Office action is final); or,

(2) initiate a new appeal by filing a notice of appeal under 37 CFR 41.31 followed by an appeal brief under 37 CFR 41.37. The previously paid notice of appeal fee and appeal brief fee can be applied to the new appeal. If, however, the appeal fees set forth in 37 CFR 41.20 have been increased since they were previously paid, then appellant must pay the difference between the increased fees and the amount previously paid.

A Supervisory Patent Examiner (SPE) has approved of reopening prosecution by signing below:

/Jamisue A Plucinski/

Supervisory Patent Examiner, Art Unit 3629

With respect to the limitation of the “virtual business object”, applicant had previously argued that the claimed virtual business object is essentially a data structure that encapsulates a process. The examiner has continued to treat this term

commensurate with what had been argued previously, and in the same manner as was done in the last office action.

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

3. This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

4. Claims 1-17 are rejected under 35 U.S.C. 103(a) as being unpatentable over “Second Life” NPL document from January of 2006, in view of Thomson et al. (20030061104).

For claims 1,2,6,10,15-17, Second Life discloses a virtual world where an avatar interacts with, and can conduct business within the “virtual world” in the same manner as is done in the “real world”. In Second life a person can create an avatar, which is a character representation of the user in the virtual world. Disclosed on page 5 of

SecondLife is the concept of having an avatar, which applicant is referred to. The avatar is disclosed as being your persona in the virtual world. This satisfies the claimed avatar. The avatar is able to perform a method in the virtual world that is related to business because of the fact that businesses exist in the virtual world just like in the real world. On page 13 the concept of having a marketplace in the virtual world where money can be made is disclosed. Disclosed is that the SecondLife "virtual world" has its own economy and residents can create their own goods and services, and can retain intellectual property rights for those creations. Also disclosed on page 13 is that SecondLife includes businesses in the virtual world. Page 14 discusses the virtual world economy that is created by the business and interaction between avatars in the virtual world. Page 15 specifically addresses the fact that an avatar can create a business and sell various goods and services. Page 16 discloses different types of business' that can be found in SecondLife. This includes an automotive manufacturer, a fashion designer, jewelry maker, game developer, or even a gunsmith. All of those examples are businesses that product a product of some kind.

Not disclosed in SecondLife is that the avatar is presented with a virtual business object that encapsulates at least one dynamic process and at least one static process, where the virtual business object is associated with a business transaction completed in the virtual world. Also not disclosed is that the avatar selects one of the dynamic or static processes for execution by a computer.

It is noted that the scope of what is claimed reads on the act of executing a business process that is related to a warranty transaction in the virtual world (the

claimed virtual environment). Claims 6 and 7 recite features that are related to that concept. Claim 7 specifically recites that the executing of the warranty process is to determine if an item related to the business transaction is under warranty, and disabling a portion of the virtual business object when the item is not under warranty. Applicant is claiming the execution of a warranty process that is related to an item in the virtual world that has an associated warranty. The concept of having warranties for items of manufacture is something that is very well known in the art. Warranties are well known as being given out with the purchase of products so that the purchaser has some sort of guarantee on the item that they purchased. The fact that warranties are associated with products that are sold by businesses is well known to one of ordinary skill in the art, and to the extent that the examiner would have to take official notice of this fact, the examiner takes official notice that warranties for products are old and well known in the art (i.e. 3 year, 36000 mile warranty for a new car). Because of the fact that the virtual world (virtual environment as claimed) in SecondLife is allowing a user to have an avatar that can live in the virtual world where there is an economy with businesses of many forms producing products and services, it would have been obvious to one of ordinary skill in the art at the time the invention was made to also provide warranties for the products sold in the virtual world, just like in the real world. If the virtual world is mimicking or mirroring the real world, then because of the fact that warranties are provided for items of manufacture in the real world, it would have been obvious to provide warranties for the products sold in the virtual world of SecondLife.

The obviousness of providing warranties to the avatars in SecondLife, for the products that they have purchased in the virtual world, such as from the automotive manufacturer, a fashion designer, jewelry maker, game developer, or even from a gunsmith, leads one of ordinary skill in the art to look to what is known in the real world for the handling and processing of warranties for products.

Thomson discloses a system and method where a user can interact in a virtual environment (online is a virtual environment in the opinion of the examiner) to affect warranty/guarantee management. As represented in figure 3A, Thomson discloses that the user interacts with "virtual business objects" in the form of links, such as repair link 56. Also see paragraph 060. Repair link 56 allows a user to execute a process in the virtual environment. The process that is being executed is the ability to provide repair information (static process) and the ability to initiation a repair request (dynamic process) for a product under warranty. Upon selection of VBO 56, a process is executed as claimed, which can be either one of the static or dynamic processes claimed. This is considered to satisfy the claimed encapsulation of a process (dynamic or static) in the VBO that can be selected by an avatar and executed by a computer. The VBO is associated with a transaction as claimed, which is the association of the fact that a product has been purchased and registered for warranty purposes.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to provide the avatars in the virtual world of SecondLife with the ability to initiate a warranty claim process, such as is disclosed by Thompson, so that they can conduct warranty transactions for the items that they have purchased in the

virtual world, just like in the real world. Thompson discloses a known manner by which one of ordinary skill in the art can go about and affect the processing of warranty transactions. To provide this process to the virtual world of SecondLife is just using a warranty process from the "real world" in the "virtual world". This would have been obvious to one of ordinary skill in the art.

For claim 3, the process of using VBO 56 involves a seller, who is the manufacturer that is responsible for handling the warranty claims and for handling repairs for covered items.

For claim 4, the claimed "entity" is the operator of the website of Thomson (warranty administrator). The entity is not involved with the sale and purchase of a product between a user and a manufacturer.

For claims 5,7,8,11,12, not disclosed is determining whether the process is active before executing the selected process. This appears to read on the act of determining whether or not the warranty/guarantee is still active prior to executing the process, such as ensuring that the warranty period has not expired. In the prior art combination, when an avatar uses VBO 56, they can submit a claim to have a product repaired. That product may be covered under a warranty. The step of determining if a product is covered under warranty is very well known in the art. To determine if the product is covered under warranty before you initiate and engage in a warranty claim process would have been obvious to one of ordinary skill in the art. One of ordinary skill in the art at the time the invention was made would have found it obvious to determine if the process is active (is the product still under warranty so that a warranty claim is even

able to be accepted?) before spending any time processing the warranty claim (via VBO 56). If the product is not covered under warranty, the process of trying to obtain warranty coverage would not be valid. For claim 7, the claimed disabling of the warranty portion is considered to be satisfied by not allowing a warranty claim to be submitted if the product is not even covered under warranty.

For claims 8,12, Thomson discloses that the user can select from options, see figure 6 where the user can select from fault types 58. This satisfies what is claimed.

For claims 9,13, reciting what the options are as far as names or descriptive labels are concerned is reciting nothing but descriptive material not functionally related to any of the claimed steps. What the options are is nothing but descriptive material. No options are even being selected by the user and no options are being acted upon. The description of the options as far as giving them names or labels is not a patentably distinguishing limitation that defines over Thomson.

Alternatively for claims 9,13, it is well known in the art of warranties to use options such as getting your money back (compensation), receiving a new item, or having an item repaired. If a user receives a defective product that is covered under warranty, the three choices one may be presented with is compensation (refund), get a new item (replacement), or have an item repaired. These options are very well known to one of ordinary skill in the art and would have been obvious to provide to the warranty process provided to SecondLife.

For claim 14, not disclosed is the step of updating the process in the VBO as claimed. The examiner interprets this to be the act of modifying the process that is

executed when VBO 56 is selected. This could be changing the screen presented to the user and how the repair information for warranty purposes is obtained from the user. Knowing that warranty conditions change from time to time and are not all the same, and taking into account that one of ordinary skill in the art would recognize the desirability of being able to update the process executed by VBO (link 56), it is found that it would have been obvious to one of ordinary skill in the art at the time the invention was made to allow for updating to occur for the process that is executed upon selection of VBO link 56.

Response to Arguments

5. Applicant's arguments with respect to claims 1-17 have been considered but are moot in view of the new ground(s) of rejection.

In an overall sense, the examiner does not find it persuasive to argue that the claimed method is practiced in a virtual environment, like a virtual world of SecondLife, so this should make it patentable. Doing that which is known in the real world, in the virtual world would have been obvious, because the virtual world is structured just like the real world. You can even have rights to virtual intellectual property in SecondLife, just like the real world. Providing a warranty process such as disclosed by Thomson to the virtual world of SecondLife is considered to be obvious to one of ordinary skill in the art for the reasons set forth in the rejection of record.

6. Any inquiry concerning this communication or earlier communications from the examiner should be directed to DENNIS RUHL whose telephone number is (571)272-6808. The examiner can normally be reached on Monday through Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Janice Mooneyham can be reached on 571-272-6805. 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.

/Dennis Ruhl/
Primary Examiner, Art Unit 3689