

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

U.S. BANCORP

Petitioner v.

RETIREMENT CAPITAL ACCESS MANAGEMENT COMPANY LLC

Patent Owner

Case CBM2013-00014

Patent 6,625,582

**PATENT OWNER RETIREMENT CAPITAL ACCESS
MANAGEMENT COMPANY LLC'S PRELIMINARY RESPONSE**

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I. INTRODUCTION.

Pursuant to 37 C.F.R. § 42.207(a), Patent Owner Retirement Capital Access Management Company LLC ("RCAMC" or "Patent Owner"), submits this Preliminary Response to U.S. Bancorp's ("Petitioner") Petition for Covered Business Method Patent Review of U.S. Patent No. 6,625,582 ("the '582 Patent") ("Petition").

II. SUMMARY OF ARGUMENT AND STATEMENT OF THE PRECISE RELIEF REQUESTED.

It is U.S. Bancorp's burden to show now, not later, that it is more likely than not that at least one of the challenged claims of the '582 Patent is directed to an unpatentable, abstract idea under 35 U.S.C. § 101.¹ Any claim that is not so manifestly abstract as to preempt a fundamental concept or idea is patent eligible. This test is easily satisfied for each of the challenged claims. U.S. Bancorp has failed to meet its burden of proof.

First, the claims of the '582 Patent encompass significantly less than the identified abstract idea of "advancing funds based on future retirement payments." Pet. at 30. Indeed, each of the challenged claims of the '582 Patent includes significant, inventive limitations, including, for example, limitations that funds are advanced "without encumbering [the] beneficiary's right to the future retirement

¹ U.S. Bancorp does not contend that any claim of the '582 patent fails to fit within one of the four statutory classes set out in § 101.

payments and without violating legislative proscriptions in the United States against alienation of future retirement benefits." *See, e.g.*, Claim 1(d). The Patent and Trademark Office determined that this claim limitation was both novel and nonobvious, and U.S. Bancorp does not point to even a scintilla of evidence that this limitation was routine and conventional.

Second, U.S. Bancorp cannot show that, in practice, the claims cover the abstract concept itself. For example, in related litigation, U.S. Bancorp contends it is practicing the identified abstract concept of advancing funds based on future retirement payments while simultaneously arguing it is not infringing the '582 Patent. Thus, U.S. Bancorp cannot credibly argue that the claims of the '582 Patent amount to a monopoly on the abstract concept itself.

Third, the claims of the '582 Patent include limitations requiring funds to be directly deposited using the specialized process of electronic funds transfer. The use of a computer as part of the specialized electronic funds transfer is not merely convenient, or done for the purpose of expediting calculations; to the contrary, funds cannot be directly deposited from one bank account to another without the use of specialized computers operating on the Automated Clearing House network.

U.S. Bancorp's burden is to show that it is *more likely than not* that at least one claim is invalid; a mere possibility does not suffice. U.S. Bancorp has failed to meet its burden and the Board should therefore deny U.S. Bancorp's Petition.

III. ONLY CLAIMS THAT MONOPOLIZE AN ABSTRACT IDEA – WITHOUT MORE – ARE UNPATENTABLE.

In determining whether patent claims preempt an abstract idea, "it is important at the outset to identify and define whatever fundamental concept appears wrapped up in the claim so that the subsequent analytical steps can proceed on consistent footing." *CLS Bank Int'l v. Alice Corp. Pty. Ltd.*, 106 U.S.P.Q.2d 1696, 1703-04 (Fed. Cir. May 10, 2013) (Lourie, Dyk, Prost, Reyna and Wallach, JJ., plurality opinion) ("*CLS Bank I*"). Once the abstract idea is identified, the claims must next be evaluated to determine whether they "contain additional substantive limitations that narrow, confine, or otherwise tie down the claim[s] so that, in practical terms, [they do] not cover the full abstract idea itself." *Ultramercial, Inc. v. Hulu, LLC*, No. 2010-1544, 2013 WL 3111303 at *18 (Fed. Cir. June 21, 2013) (concurring opinion of Lourie, J.) ("*Ultramercial II*") (Exh. 2001) (quoting his own plurality opinion in *CLS Bank II*, 106 U.S.P.Q.2d at 1704. Any otherwise patentable invention that is "not so manifestly abstract as to preempt a fundamental concept or idea is patent eligible." *Dealertrack, Inc. v. Huber*, 674 F.3d 1315, 1331 (Fed. Cir. 2012) (emphasis in original). In other words, the purpose underlying "abstract concept" jurisprudence is to ensure that a party does not patent the abstract concept itself. The Supreme Court and Federal Circuit have consistently approached the abstract-concept analysis with the goal of

preventing a patent owner from obtaining a monopoly on or preempting others from practicing an abstract idea:

- "The mathematical formula involved here has no substantial practical application except in connection with a digital computer, which means that if the judgment below is affirmed, the patent would wholly pre-empt the mathematical formula and in practical effect would be a patent on the algorithm itself." *Gottschalk v. Benson*, 409 U.S. 63, 72 (1972) (emphasis added).
- "Allowing petitioners to patent risk hedging would pre-empt use of this approach in all fields, and would effectively grant a monopoly over an abstract idea." *Bilski v. Kappos*, 130 S.Ct. 3218, 3231 (2010) (emphasis added).
- "[T]he animating concern is that claims should not be coextensive with a natural law, natural phenomenon, or abstract idea." *CLS Bank II*, 106 U.S.P.Q.2d at 1703 (emphasis added).²
- "What matters is whether a claim threatens to subsume the full scope of a fundamental concept, and when those concerns arise, we must look for meaningful limitations that prevent the claim as a whole from covering the concept's every practical application." *Id.* (emphasis added).
- "With the pertinent abstract idea identified, the balance of the claim can be evaluated to determine whether it contains additional substantive limitations that narrow, confine, or otherwise tie down the claim so that, in practical terms, it does not cover the full abstract idea itself." *Id.* at 1704 (emphasis added).
- "[A] claim is not patent eligible only if, instead of claiming an *application* of an abstract idea, the claim is instead *to* the abstract idea itself. The inquiry . . . is to determine on which side of the line the claim falls: does the claim cover only an abstract idea, or instead

² These words were presumably chosen carefully. Accepting that fact, it is notable that the term "coextensive" is defined as, "Having the same limits, boundaries, or scope." The American Heritage Dictionary of the English Language (4th ed. 2000) (emphasis added).

does the claim cover an application of an abstract idea?" *Ulramercial II*, 2013 WL 3111303 at *7 (opinion of Rader, C.J.) (emphasis added).

In its only final decision on the merits to date, the Board itself acknowledged this policy as follows:

Standing alone, an abstract idea does not represent patent-eligible subject matter. Accordingly, we must further analyze Versata's claims to determine whether they incorporate sufficient meaningful limitations to ensure that the claims are more than just an abstract idea and not just a mere drafting effort designed to monopolize the abstract idea itself.

SAP America, Inc. v. Versata Development Group, Inc., Case CBM2012-00001 (MPT), 2013 WL 3167735, *15 (Patent Tr. & App. Bd. June 11, 2013) (emphasis added) (citing *Mayo Collaborative Servs. v. Prometheus Laboratories, Inc.*, 132 S. Ct. 1289, 1297 (2012)).³ (Exh. 2002) As a result, a patent claim cannot be cancelled as abstract under section 101 unless it completely monopolizes the abstract idea itself.⁴

³ In its decision to grant SAP's petition for CBM review, the Board stated that it is charged to "analyze a claim to determine whether the claim embodies a specific, practical application of an abstract idea, or merely nothing more than the abstract idea itself." *SAP America, Inc. v. Versata Development Group, Inc.*, Case CBM2012-00001 (MPT), Patent 6,553,350, (Patent Tr. & App. Bd. January 9, 2013), Paper 36 at 30 (emphasis added). (Exh. 2003)

⁴ In other words, if the claim does not pose any risk of preempting an abstract idea, then the answer to the preliminary question is negative, and no further consideration of the section 101 issue is even necessary.

IV. LACK OF ABSTRACTNESS DOES NOT REQUIRE PROOF THAT ANY LIMITATION ON THE IDENTIFIED ABSTRACT CONCEPT IS NOVEL OR NONOBVIOUS

"The requirement for substantive claim limitations beyond the mere recitation of a disembodied fundamental concept has 'sometimes' been referred to as an 'inventive concept.'" *CLS Bank II*, 106 U.S.P.Q.2d at 1704. However, the determination of an inventive concept is not "to be confused with novelty or nonobviousness analyses, which consider whether particular steps or physical components together constitute a new or nonobvious invention." *Id.* at 1705. Rather, the "inventive concept" refers to the issue of "whether steps combined with a natural law or abstract idea are so insignificant, conventional, or routine as to yield a claim that effectively covers the natural law or abstract idea itself." *Id.* In other words:

If, to implement the abstract concept, one *must* perform the additional step, or the step is a routine and conventional aspect of the abstract idea, then the step merely separately restates an element of the abstract idea, and thus does not further limit the abstract concepts to a practical application.

Ulramercial II, 2013 WL 3111303 at *12 (emphasis in original). Thus, the term "inventive concept" is nothing more than shorthand for examining claims to ensure that they include sufficient limitation to, as a practical matter, preclude a patent on the abstract concept itself.

V. U.S. BANCORP CONTENDS THE '582 PATENT IMPROPERLY PREEMPTS OTHERS FROM "ADVANCING FUNDS BASED ON FUTURE RETIREMENT PAYMENTS."

In its Petition, U.S. Bancorp contends that the relevant claims of the '582 patent are "unpatentable because [they] claim[] advancing funds based on future retirement payments without any 'inventive concept' beyond this abstract idea." Pet. at 30. Thus, it is U.S. Bancorp's burden to show that it is more likely than not that the '582 Patent improperly precludes others from:

- advancing funds based on future retirement payments.

It is abundantly clear that each of the challenged claims of the '582 Patent contains substantive limitations on this abstract concept, and that none of the claims amounts to a monopoly on the identified abstract concept.

VI. U.S. BANCORP FAILED TO SHOW THAT AT LEAST ONE CLAIM IS MORE LIKELY THAN NOT UNPATENTABLE UNDER 35 U.S.C. § 101.

A. The Claims Of The '582 Patent Were Narrowed During Prosecution To Cover Less Than The Abstract Concept.

The claims of the '582 Patent include meaningful, substantive limitations that cause the claims to cover less than the identified abstract concept. During prosecution of the application leading to the '582 Patent, the Examiner cited U.S. Patent No. 5,933,815 to Golden (hereinafter "*Golden*") (Exh. 2004) against all pending claims, contending that *Golden* disclosed "a method of providing **present value to a beneficiary based on future retirement payments . . .**," i.e., the very

abstract concept that US Bancorp contends RCAMC has attempted to monopolize. *Office Action dated March 13, 2002* at 3 (emphasis added). (Exh. 2005) In response, the applicants amended their claims to, among other things, include a substantive limitation that narrowed the claims to providing a benefit "without encumbering the beneficiary's right to the future retirement payments and without violating legislative proscriptions in the United States against alienation of future retirement benefits." *Applicants' December 11, 2002 Response to Office Action* at 12 and Appendix thereto. (Exh. 2006) As a result of this substantive limitation, the Examiner allowed their claims, stating:

Applicant's [*sic*] have amended the Claims to recite a feature whereby part of a future retirement benefit can be used to realize a current benefit without alienating the beneficiary's access to future retirement payments. The best prior art of record, *Golden*, discloses elements of the claimed invention but neither discloses or fairly suggests this feature. References cited in connection with *Golden* or found in an updated search also do not address this feature.

Notice of Allowability at 4. (Exh. 2007)

The claims of the '582 Patent were narrowed relative to the concept of advancing funds based on future retirement payments. Moreover, this encumbering limitation was not routine and not conventional, as it was neither disclosed nor even suggested by the best prior art of record. *Id.* For this reason alone, terminating the Section 101 inquiry is warranted. *CLS Bank II*, 106 U.S.P.Q.2d 1696 at 1704. ("With the pertinent abstract idea identified, the balance

of the claim can be evaluated to determine whether it contains additional substantive limitations that narrow . . . the claim so that, in practical terms, it does not cover the full abstract idea itself").

B. US Bancorp Cannot Meet Its Burden Of Proof Because It Failed To Address The Encumbering Limitation Of The '582 Patent.

For six pages, U.S. Bancorp argues that none of the limitations of the claims constitute an "inventive concept". Pet. at 30-36. And for six pages, U.S. Bancorp does not even acknowledge the existence of the "encumbering" limitation that was added to overcome prior art cited by the Examiner.⁵ This limitation is present in each and every one of the claims at issue in U.S. Bancorp's Petition. Moreover, the undisputed evidence establishes that the encumbering limitation was novel and nonobvious.

It is U.S. Bancorp's burden of proving that it is more likely than not that at least one claim of the '582 Patent is unpatentable due to abstractness. The Examiner of the '582 Patent noted that his best prior art did not disclose or even fairly suggest the encumbering limitation, and U.S. Bancorp did not address this limitation, much less offer any evidence that it would have been routine or conventional as of the priority date. Absent such evidence there is no basis for the

⁵ The only reference to encumbering in US Bancorp's 36-page Petition is in the first paragraph of its "Overview of the '582 Patent" wherein it quotes from the specification of the '582 patent (Pet. at 4), and when it reproduces claim 1 of the '582 patent in its entirety (Pet. at 8-9).

Board to find that it is more likely than not that the encumbering limitation was so insignificant, conventional, or routine as to yield a claim that effectively covers the identified abstract idea. U.S. Bancorp, therefore, has not and cannot meet its burden.

C. U.S. Bancorp's Non-Infringement Contentions Prove That The Claims Of The '582 Patent Do Not Monopolize An Abstract Concept.

[REDACTED]

[REDACTED]

[REDACTED] U.S. Bancorp admits that it is practicing the abstract concept that it has identified in this proceeding⁶ but contends that it is not practicing [REDACTED]

[REDACTED] In response to an interrogatory requiring it to identify which elements of the claims of the '582 Patent it is not practicing, U.S. Bancorp states:

The accused CAA service also does not meet the claim limitation of [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

⁶ U.S. Bancorp notes in its Petition that the product accused of infringement in the related litigation permits customers "to obtain a short term line of credit that is repaid from the customer's next Direct Deposit." (Pet. at 22).

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

US Bancorp's First Supplemental Responses to Plaintiff Benefit Funding Systems LLC's First Set of Interrogatories, First Supplemental Response to Interrogatory No. 3, pp. 9-11 (emphasis added). (Exh. 2008)

U.S. Bancorp cannot have it both ways. It cannot meet its burden of proving (as it must) that it is more likely than not that at least one of the claims of the '582 Patent are coextensive with the concept of advancing funds based on future retirement payments, while at the same time arguing that it does not, as a matter of fact, infringe any of the claims because its alleged implementation of the abstract concept does not meet one or more limitations of each claim.⁷ If a claim is abstract, it necessarily "subsume[s] the full scope of a fundamental concept...." *CLS Bank II*, 106 U.S.P.Q.2d at 1703. U.S. Bancorp's non-infringement contention forecloses a finding that it is more likely than not that the challenged claims subsume the identified fundamental concept. As a result, U.S. Bancorp's Petition should be denied.

⁷ To be clear, RCAMC contends that U.S. Bancorp is practicing [REDACTED]
[REDACTED]

D. A Computer Is An Integral Component Of The Claims Of The '582 Patent

The test for abstractness consists essentially of two steps: (1) identify the abstract concept; (2) evaluate whether the claims contain additional substantive limitations that narrow, confine, or otherwise tie down the claim so that, in practical terms, it does not cover the full abstract idea itself. *CLS Bank II*, 106 U.S.P.Q.2d at 1704. Because of the above showing that the '582 patent does not cover every practical application of the identified abstract concept of advancing funds based on future retirement payments, no further analysis is necessary to conclude that U.S. Bancorp cannot meet its burden of proof. Nevertheless, RCAMC is compelled to address U.S. Bancorp's unsupportable contention that a computer is not "integral" to the claims of the '582 Patent.

System claim 13 requires "means for causing said future retirement payments to be deposited into said account". The specification, in turn, states:

Benefits source 12 of system 10 disburses retirement payments directly to an individual direct deposit account 14 in a designated depository 16. Preferably, this is accomplished utilizing the well-known technique of electronic funds transfer.

Col. 5:18-22. In other words, direct deposit via electronic funds transfer is the structure disclosed in the specification for causing retirement payments (or Social Security retirement benefits) to be deposited. Under 35 U.S.C. § 112, ¶ 6, any element of a patent's claims that is drafted in "means-plus-function" format must

be "construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof." 35 U.S.C. § 112, ¶ 6. Consequently, "means for causing . . . to be deposited into said account" should be interpreted as disclosing "electronic funds transfer" as the corresponding structure for this means-plus-function limitation.⁸

Likewise, method claim 1 requires the step of "causing said future retirement payments to be deposited into said account". "Depositing" as used in claim 1⁹ should be interpreted to mean "depositing via direct deposit". Terms must be given their broadest reasonable interpretation in light of the specification.¹⁰ See Manual of Patent Examining Procedure ("MPEP") § 2111; *In re American Academy of Science Tech Center*, 367 F.3d 1359, 1369 (Fed. Cir. 2004). And while it is improper to import claim limitations from the specification, "reading a claim in light of the specification, to thereby interpret limitations explicitly recited

⁸ The same means-plus-function language is used in claims 13, 14, 30 and 31.

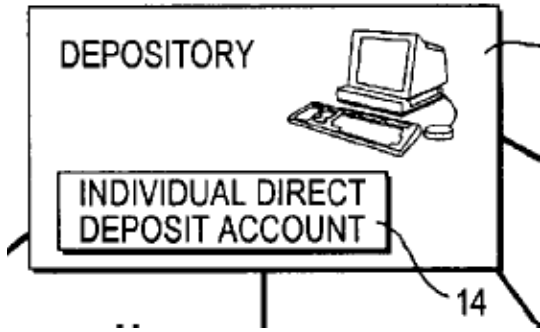
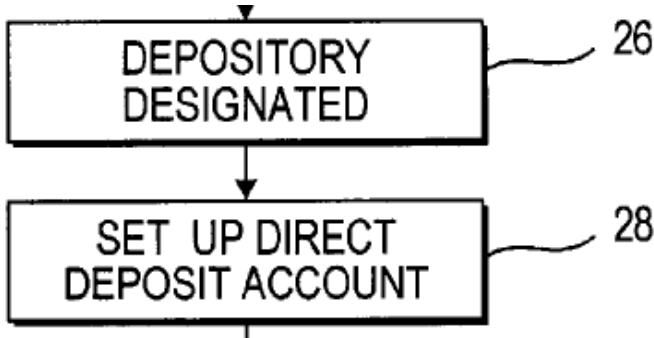
⁹ "Deposited" as used in claims 1 and 18 should be given the same interpretation.

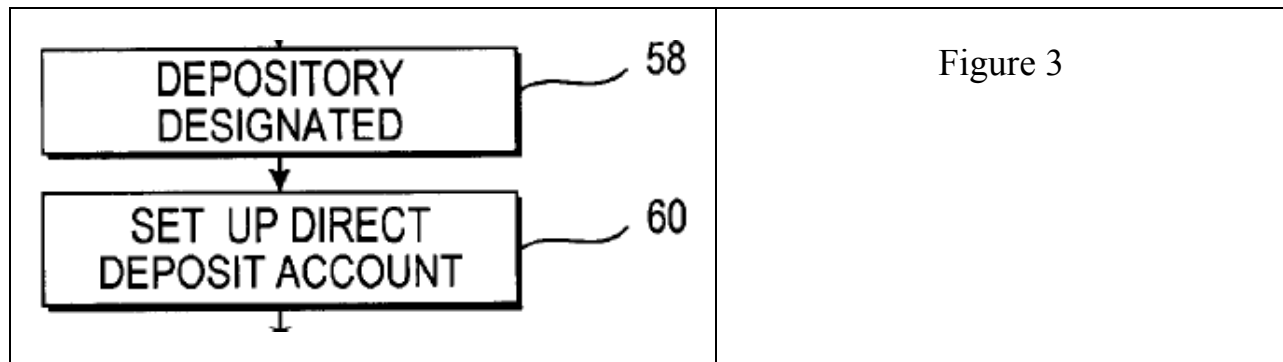
¹⁰ Regarding claim construction, it is unnecessary for the Board to construe all of the limitations identified in U.S. Bancorp's Petition. Indeed, as shown in Patent's Owner's preliminary response, it is unnecessary for the Board to engage in any claim construction to deny the Petition. For this reason, except as expressly stated in this preliminary response, Patent Owner takes no position at this time on U.S. Bancorp's proposed claim constructions. Moreover, because Patent Owner is not permitted to submit testimonial evidence in this preliminary response, such as by way of a subject matter expert witness, and the claim construction standard is different than that which governs litigation in federal district court, Patent Owner reserves the right to advocate different claim constructions before this Board at a later date and in any district court patent infringement litigation.

in the claim, is a quite different thing from 'reading limitations of the specification into a claim,' to thereby narrow the scope of the claim by implicitly adding disclosed limitations which have no express basis in the claim." MPEP § 2111 (quoting *In re Prater*, 415 F.2d 1393, 1404-05 (CCPA 1969)).

Each and every time the specification discusses the designated account and (the means for) causing future retirement and Social Security payments to be deposited into the account, the specification clearly and explicitly describes a direct deposit account and the method of direct deposit:

A financial institution is designated to be a direct depository	Abstract
To participate in the inventive financial program, each recipient or "beneficiary" of retirement payments agrees to the designation of a specified financial institution to serve as (1) the direct depository of the beneficiary's retirement payments , and (2) the disbursement agent of a predetermined portion of such payments from the beneficiary's individual deposit account over the designated term of the program.	Summary, Col. 1: 60-67.
Participation in the financial program according to the present invention begins when the beneficiary elects to become a party to a multi-party arrangement for a preselected period of time (e.g., five years) among the funding source, or the asset provider, or the service provider, and a	Col. 3: 29-38.

<p>financial institution designated to act as both a direct depository for a beneficiary's retirement payments and as a disbursement agent for transferring a predetermined portion of the retirement funds in the beneficiary's individual deposit account to the funding source or asset or service provider.</p>	
<p>Benefits source 12 of system 10 disburses retirement payments directly to an individual direct deposit account 14 in a designated depository 16. Preferably, this is accomplished utilizing the well-known technique of electronic funds transfer.</p>	<p>Col. 5: 18-22.</p>
	<p>Figure 1</p>
	<p>Figure 2</p>



"Depositing" as used in the method claims should, therefore, be construed to mean "depositing via direct deposit".¹¹ The claims of the '582 patent thus require that future retirement payments, including future Social Security retirement payments, be directly deposited into a beneficiary's account via electronic funds transfer.

The terms "direct deposit" and "electronic funds transfer" have particular meanings in the financial services industry. For example, "electronic funds transfer" has been characterized as:

A generic term describing any transfer of funds between parties or depository institutions via electronic data systems. Automated Clearing House (ACH) is an example of EFT.

Payments Glossary, Federal Reserve Bank of New York, accessed at http://www.newyorkfed.org/banking/payment_glossary.html on July 2, 2013. (Exh.

¹¹ Even if there were no basis for interpreting "depositing" in the method claims to refer to direct deposit via electronic funds transfer, US Bancorp itself notes in its Petition that system claims and method claims are subject to the same patent eligibility analysis. Pet. at 34 (citing *Mayo*, 132 S. Ct. at 1293-94)). Consequently, because the system claims of the '582 patent are limited to directly depositing via electronic funds transfer, the method claims must be deemed to be similarly limited for the purpose of the patentability analysis at issue.

2009) ACH payments, in turn, include, for example, direct deposit of Social Security benefits. *See Overview: ACH*, Financial Management Service, A Bureau of the United States Department of Treasury, accessed at <http://www.fms.treas.gov/ach/index.html> on July 2, 2013 (Exh. 2010); *Intro to the ACH Network*, NACHA The Electronic Payments Association, accessed at <https://www.nacha.org/intro2ACH> on July 2, 2013. (Exh. 2011)

The ACH Network is a batch processing system governed by the NACHA Operating Rules, which provide for the interbank clearing of electronic payments for participating depository financial institutions. The framework for an ACH transaction has been described as follows:

There are typically five participants in an ACH transaction: (1) the originating company or individual ("Originator"); (2) the Originating Depository Financial Institution ("ODFI"); (3) the ACH Operator; (4) the Receiving Depository Financial Institution ("RDFI"); and (5) the receiving company or individual ("Receiver"). 2000 ACH Rules, An ACH Primer, at 1. For an ACH transaction to occur, the Receiver must authorize an Originator to Initiate an ACH entry—a credit or debit—to the Receiver's account with the RDFI. The Originator agrees to initiate ACH entries according to its arrangement with a Receiver. The ODFI receives payment instructions from the Originator. The ODFI then forwards the entry to the ACH Operator, which is the central clearing facility operated by a private organization or a Federal Reserve Bank on behalf of DFIs, to or from which DFIs transmit or receive ACH entries. The RDFI receives the ACH entry from the ACH Operator and posts the entry to the account of the Receiver. *Id.* at 2; *see also* 2000 NACHA Operating Rule § 13.1 (Definitions).

Sec. First Network Bank v. C.A.P.S., Inc., No. 01 C 342, 2003 WL 22299011 at *11 (N.D. Ill. Oct. 7, 2003) (Exh. 2012) (citations in original). Thus, when the specification of the '582 Patent directs that future retirement payments, including Social Security payments, are to be directly deposited into a beneficiary's account using electronic funds transfer, it is referring to a very specific system or network—not merely any general purpose computer.

The inventors of the '582 Patent do not claim to have invented electronic funds transfer. It is therefore unsurprising that the specification of the '582 Patent discloses that the invention "utilizes known computer capabilities and electronic communication links to effect the automated implementation of various aspects of the inventive financial program, for example, to carry out the electronic transfer of funds into and out of the individual deposit account of a program participant." Col. 2:30-35. That electronic funds transfer was known is irrelevant to whether a computer is integral to the claims of the '582 patent. The fact that electronic funds transfer technology was existing is no evidence that such technology does not require anything other than a general purpose computer and is not tied to a particular apparatus. For U.S. Bancorp to say otherwise is *ipse dixit*. To the contrary, direct deposit via electronic funds transfer cannot be accomplished but for the use of a computer, and electronic funds transfer is not an action that can be performed in the human mind or by a human using a pen and paper.

A computer is integral to the challenged claims. While "adding a 'computer aided' limitation to a claim covering an abstract concept, without more, is insufficient to render the claim patent eligible", *Dealertrack, Inc.*, 674 F.3d at 1333, here there very clearly is "more"—the novel, nonobvious, not routine, and not conventional limitation of not encumbering the future retirement payments. In addition, the claims here are not "silent as to how a computer aids the method, the extent to which a computer aids the method, or the significance of a computer to the performance of the method." *Id.* A computer is necessary to cause the direct deposit of future retirement payments via electronic funds transfer through the ACH Network.

Once RCAMC showed that the challenged claims contain limitations such that the '582 Patent does not monopolize the identified abstract concept, no further analysis was necessary to find that U.S. Bancorp had failed to meet its burden of proof. Nevertheless, a computer is integral to the challenged claims of the '582 patent. As a result, U.S. Bancorp's Petition should be denied.

VII. CONCLUSION

For the foregoing reasons, RCAMC respectfully requests that the PTAB deny U.S. Bancorp's Petition for post-grant review of the '582 Patent under § 18 of the AIA.

Dated: July 2, 2013

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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Patent Owner's Preliminary Response Pursuant to 37 C.F.R. § 42.207 was served on July 2, 2013 by causing it to be sent by email to counsel for the Petitioner at the following email addresses:

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