

REMARKS

- Claims 2 - 34 were pending.
- Claims 2 and 3 are independent.
- Claims 33 and 34 have been canceled.

Amendments to Abstract

The Abstract has been amended in accordance with the Examiner's recommendation.

Claim Objections

Claim 33 and 34 were objected to as being in improper dependent form.

Claims 33 and 34 are now canceled, rendering the objection moot.

Section 112, par. 2 Rejections

Claim 17 and 32 have been rejected as indefinite. We traverse the rejection.

Claim 17

The basis for the rejection of claim 17 is improper. Therefore the rejection should be withdrawn.

The basis for rejecting claim 17 is that "[i]t is not clear who is transmitting the request for an offer to the representative". Office Action, page 3, paragraph numbered "8". This is an improper basis for rejection because in a method claim there is no requirement to specify in the claim "who" or "what" performs the claimed method.

It is also an improper basis for an indefiniteness rejection because it is clear that the entity performing the method of claim 3 also performs the method of claim 17 (because claim 17 depends from claim 3). This is a necessary conclusion stemming from rudimentary patent law and claim interpretation. Thus the entity performing the "*providing, to the representative, information ...*" step of claim 3 also necessarily performs the "*transmitting, to the representative, a request for an offer*" step of claim 17 because claim 17 depends from claim 3.

Further, we note that in the rejection the Examiner has used terms such as "principal", "instructions" and "agent". Since these terms do not appear in any claim, the Examiner's explanation of claim interpretation employing these terms is not precise.

Claim 32

The language of claim 32 should be interpreted according to its ordinary meaning in light of the specification. Ordinary grammar rules dictate the actual meaning of claim 32, and thus claim 32 is not indefinite. However, in light of present business needs claim 32 has been amended to recite a specific embodiment disclosed in the present application, page 15, line 22:

" According to one embodiment, a player identified by a representative may be verified by the central computer. For example, a representative may identify a player to receive a new credit card and the central computer may check its records to make sure that the player is a good credit risk."

Section 101 Rejection

Claims 2 - 24, 27, 28, 30, 33 and 34 were rejected because those claims "can be performed by people without the aid of any recourse to the technological arts".

This "technological arts rejection" is improper, as stated by the Board of Patent Appeals and Interferences in Ex parte Lundgren, Appeal No. 2003-2088 (BPAI 2005). Therefore the rejection must be withdrawn, as all claims clearly produce a useful, concrete and tangible result (e.g., providing a benefit to a recipient) and thus are statutory.

Section 102 Rejection

Independent claims **2 and 3** have been amended to recite that *the recipient is a player at a gaming device*. Accordingly, the Section 102 rejections are moot.

With respect to the rejection on page 10 of the Office Action, the Examiner is reminded that Section 102(f) concerns derivation.

Examiner's Interpretation of the Holy Bible is Incorrect

On page 5 of the Office Action Examiner Coburn sets forth an interpretation of the Holy Bible, Genesis, Chapter 41, and uses that interpretation in a rejection of claim 2. We appreciate the use of an ancient and revered reference as a tool to instruct us on the alleged breadth of our claims. We also note that Examiner Coburn has completely misinterpreted the most popular and analyzed book in all of human history. In the spirit of reciprocity we summarize for Examiner Coburn the actual meaning of Chapter 41 of Genesis. A copy of Chapter 41 of Genesis, New International Version, is attached for the Examiner's convenience. Of course, the Bible is readily available just about anywhere printed media is available (e.g., stores, the World Wide Web, drawers of most hotels), so other copies are easily accessible if the attached copy is lost.

In Chapter 41 of Genesis, Pharaoh did not instruct Joseph "to enter into contracts to purchase grain" as the Examiner alleges on page 5, paragraph number 13 of the Office Action. The Examiner's interpretation is incorrect for two reasons.

First, Pharaoh did not instruct Joseph to do anything with respect to grain; when the people of Egypt demanded food, Pharaoh instructed the people to do whatever Joseph commanded.

"When all Egypt began to feel the famine, the people cried to Pharaoh for food. Then Pharaoh told all the Egyptians, 'Go to Joseph and do what he tells you.' " Genesis, 41:55 (New International Version)

Second, Joseph did not purchase grain; Joseph sold grain to the people of Egypt (and possibly to the people of other countries as well, although Genesis

41:57 is ambiguous as to whether Joseph actually sold or merely fielded desperate offers to buy from these countries)

"When the famine had spread over the whole country, Joseph opened the storehouses and sold grain to the Egyptians, for the famine was severe throughout Egypt. And all the countries came to Egypt to buy grain from Joseph, because the famine was severe in all the world." Genesis, 41:56 - 57 (New International Version)

Indeed, it is clear from Chapter 41 of Genesis that Egypt had no need to "to enter into contracts to purchase grain" as the Examiner alleges. The whole point of Chapter 41 is that Joseph's interpretation of seven years of prosperity followed by seven years of famine would come true, but Egypt would be prepared.

"Let Pharaoh appoint commissioners over the land to take a fifth of the harvest of Egypt during the seven years of abundance. They should collect all the food of these good years that are coming and store up the grain under the authority of Pharaoh, to be kept in the cities for food. This food should be held in reserve for the country, to be used during the seven years of famine that will come upon Egypt, so that the country may not be ruined by the famine." Genesis, 41:34 - 36 (New International Version)

"Joseph stored up huge quantities of grain, like the sand of the sea; it was so much that he stopped keeping records because it was beyond measure." Genesis, 41:49(New International Version)

Also, nowhere in Chapter 41, or indeed all of Genesis, are the terms of payment for grain in the days of Joseph specified, although the Examiner alleges that "[p]ayment was made on delivery of the grain". No doubt this was prudent business back in the day, but it is improper to imply that Genesis is substantial evidence for this proposition.

In summary, the claims as pending have been carefully amended to steer clear of embracing any of ancient practices of Joseph, the Pharaoh, or the Egyptians (at least those Egyptian practices prior to the priority date of the present application).

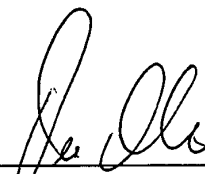
CONCLUSION

The Examiner's early examination and consideration are respectfully requested. Alternatively, if there are any questions regarding the present application, the Examiner is invited to contact Applicants' undersigned attorney using the information provided below.

Please charge any fees that may be required for this Amendment to Deposit Account No. 50-0271. Furthermore, should an extension of time be required, please grant any extension of time which may be required to make this Amendment timely, and please charge any fee for such an extension to Deposit Account No. 50-0271.

If the Examiner has any questions regarding this amendment or the present application, the Examiner is cordially requested to contact Dean P. Alderucci at telephone number (203) 461-7337 or via electronic mail at Alderucci@walkerdigital.com.

Respectfully submitted,



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Date