



Key Licensing Specifics

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Konomark
Most rights sharable

Licensing
specifics for
different
forms of IP



Copyright Licenses

- A copyright can be validly licensed on a non-exclusive basis by any of its co-owners
- A licensee need only obtain a license from just one co-owner to be protected from liability for infringement
- There is a duty to account among co-owners
 - i.e., co-owners must share licensing revenue



Patent Licenses

- A patent can be validly licensed on a non-exclusive basis by any of its co-owners
- A licensee need only obtain a license from just one co-owner to be protected from liability for infringement
- There is no duty to account among co-owners

Trademark Licenses

- Trademarks have only one owner, so licenses from co-owners is not an issue
- Trademarks cannot be the subject of "naked licensing," or the trademark is extinguished
- A naked license is one where the trademark owner does not retain control over the quality of the products sold under the mark

Trade Secret Licenses

- A trade secret can be validly licensed.
- The licensor must use and insist on the licensee using reasonable diligence in keeping the secret a secret ...
- and must ultimately be successful in keeping the secret a secret ...
- or else trade secret protection will vanish.

Express and implied licenses

Express and implied

Licenses can be express (oral or written) or implied, and be perfectly valid.

Open-source and sharing licenses



- Open source software licenses enforce sharing-forward of software and keeping code open for others to improve upon
- GPL license is primary example
- Android operating system is an example of open-source licensed software



GPL

- GNU General Public License
- Allows anyone to use
- Allows anyone to make changes, but they must make the changed version available to the public
- Enforces sharing forward
- License behind Linux, Firefox, and much else, including much of the web's backend



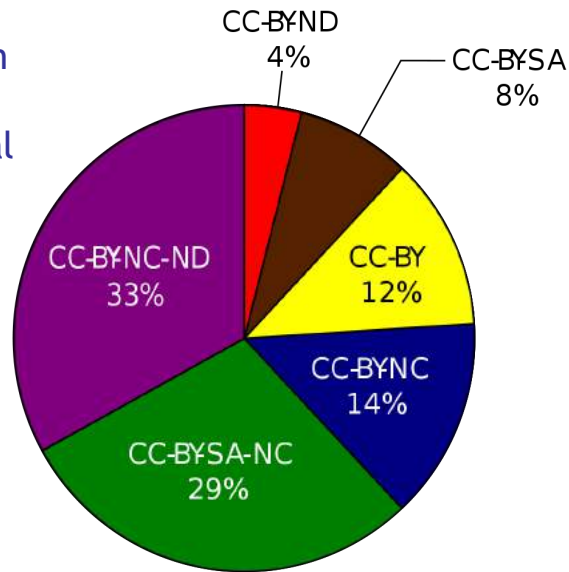
Creative Commons licenses

- Like the GPL, but for entertainment media
- Photographs, text, music, but not software code
- Enforces sharing forward
- Available in different flavors for more sharing or less ...



- Attribution
- Non Commercial
- No Derivatives
- Share Alike

Creative Commons on Flickr (from several years ago)



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Chapter 1. Introduction to the Uniform Commercial Code and Article 1

1.1. History of the UCC. As interstate commerce grew, so did the need for national uniformity in laws applicable to commercial transactions. Under the leadership of Professor Karl Llewellyn, the American Law Institute (ALI) and the National Conference of Commissioners on Uniform State Laws (NCCUSL) (which is now known as the Uniform Law Commission or ULC) promulgated the Uniform Commercial Code (UCC or Code), which was first enacted by a state in 1953. Today, all states have enacted most parts of the UCC, although there are some variations. Louisiana is the only state that has not enacted Article 2.

1.1.1. Article 1 of the UCC contains general provisions that, according to Revised § 1-

rules will be applied ..., unless either

- (a) the chosen state has no substantial relationship to the parties or the transaction and there is no other reasonable basis for the parties' choice, or
- (b) application of the law of the chosen state would be contrary to a fundamental policy of a state which has a materially greater interest than the chosen state in the determination of the particular issue and which ... would be the state of the applicable law in the absence of an effective choice of law by the parties.

[² 1-5]

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