

Licensing and Copyright (Spring 2007)
Reading Assignments (updated 3/06/07)

Please note : Additional required readings may be assigned, but in no case will they be posted later than one week prior to the relevant class session.

#	Class Topic	Reading assignments	Misc.
January 16	Administrative matters Review of copyright Summary of patent and trademark		Take-home plagiarism quiz
January 23	Why license? History of licensing Types of licenses Drafting basics	Text, pp. 1-6, 141-142 <u>Duncan Inc. v. Royal Tops Mfg. Co. Inc.</u> , pp. 184-186 pp. 315-316 <u>Foad Consulting Group Inc. v. Musil Govan Azzalino</u> , pp. 322-329 <u>IAE v. Shaver</u> , pp. 330-337 <u>McCoy v. Mitsubishi Cutlery</u> , pp. 362-367 17 U.S.C. §115 Handout – Drafting language Text, pp. 195-197 <u>Kepner-Tregoe Inc. v. Vroom</u> , pp. 187-191	In-class discussion of plagiarism quiz

#	<i>Class Topic</i>	<i>Reading assignments</i>	<i>Misc.</i>
February 6	Elements of a license (part 2) Restrictions Monetary consideration Representations and Warranties	<p>Text, pp. 523-525 <u>Thomas v. Gusto Records</u>, pp. 531-535</p> <p>Text, pp. 545-546 and <u>Arbitron v. Tralyn Broadcasting</u>, pp. 547-549</p> <p><u>SGK v. Hercules</u>, pp. 554-559</p> <p><u>Brulotte v. Thys</u>, pp. 561-565</p> <p>Text, pp. 369-371 <u>Loew's v. Wolff</u>, pp. 371-377</p> <p><u>Saturday Evening Post v. Rumbleseat Press</u>, pp. 392-395</p> <p>Text, p. 407</p> <p><u>Chodos v. West Publishing Co.</u>, pp. 419-426</p>	

#	<i>Class Topic</i>	<i>Reading assignments</i>	<i>Misc.</i>
February 13	<p>Elements of a license (part 3) Secrecy or non-disclosure</p> <p>Term and termination</p> <p>Assignment and transfer</p>	<p>Text, p. 463 <u>IDX Systems v. Epic Systems</u>, pp. 464-468</p> <p><u>Liu v. Price Waterhouse</u>, pp. 476-480</p> <p>Text, p. 483 and <u>Ticketron Limited Partnership v. The Flip Side</u>, pp. 483-486</p> <p><u>Walthal v. Rusk</u>, pp. 487-490</p> <p>Text, p. 497 and <u>Shepard's v. Thomson</u>, pp. 498-504</p> <p>Text, pp. 251-252 <u>First Nationwide Bank v. Florida Software Services</u>, pp. 270-274</p> <p>Text, 275-276 <u>Adobe v. One Stop Micro</u>, pp. 282-286</p> <p><u>Central Point v. Global Software</u>, pp. 288-292</p> <p><u>Microsoft Corp. v. Harmony Computers & Electronics</u>, pp. 309-314</p>	Take home drafting assignment handed out
February 27	<p>Continuation of elements of a license (part 3)</p> <p>Book licensing</p>		<p>Take home drafting assignment due</p> <p>2nd drafting assignment discussed</p>
March 6	Negotiation and drafting simulation		
March 13	Music Licensing		

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March 20	Software and online licensing Open source	Text, pp. 769-774 ProCD (see Jan. 30) <u>Chamberlain v. Skylink</u> , pp. 779-793 <u>Microsoft v. Manning</u> , pp. 823-827 <u>eBay v. Bidder's Edge</u> , pp. 855-863 <u>Ellison v. Robertson</u> , pp. 889-895 Text, pp. 828-845	
March 27	Remedies	Text, p. 594 and <u>US Naval Institute v. Charter Communications</u> , pp. 595-599 <u>Graham v. James</u> , pp. 601-604 <u>Bassett v. Mashantucket Pequot Tribe</u> , pp. 605-612	
April 10	Antitrust	Text, pp. 635-647 and <u>Digidyne v. Data General</u> , pp. 647-654 Text, pp. 669-670 and <u>Image Technical Services v. Eastman Kodak</u> , pp. 671-677 <u>Intergraph v. Intel</u> , pp. 682-687	
April 17	Ethics Taxation Bankruptcy	New York Code of Professional Responsibility, DR 4-101; DR 5-101; DR 7-101; DR 7-102; DR 7-104 <u>Video Pipeline v. Buena Vista Home Entertainment</u> , pp. 720-723 Internal Revenue Code §§1221(3), 1231 Text, pp. 737-739 <u>In re Prize Frize</u> , pp. 760-762 <u>In re Gucci</u> , pp. 763-768	

