

**LICENSING OF
INTELLECTUAL
PROPERTY AND OTHER
INFORMATION ASSETS**

Second Edition

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PREFACE

This is a book about licensing law. The fact that licensing of intellectual property and other information assets has become a focus for law school discussion and for treatment in many courts and legislatures testifies to the power of the information economy which has transformed how we think about economic value, commercial and mass-market transactions, and the nature of law.

For many, these materials and the course in which they are used will be seen as an extension of intellectual property law. Indeed, many contractual licenses relate to intellectual property assets and, in that sense, this subject matter is the transactional manifestation of the intellectual property field. For the intellectual property lawyer, whether focused on copyright, patent, trademark or other similar law, a license is one of the primary means by which those assets are commercially exploited. Although, several generations ago, most lawyers and many companies engaged in practice and commerce without ever encountering a license transaction, that is no longer true. As a flexible transaction to grant and allocate rights in informational subject matter, licenses have become an integral and widespread part of modern commerce. These materials address many of the transactional issues that these transactions entail.

For others, these materials and this course can be viewed as an advanced contract law course. Indeed, licenses are contracts and the issues we discuss here often entail advanced applications of contract law principles. Licensing law is a form of commercial contract law, and the issues these transactions present are increasingly important to the practice and the theory of contract law. Reflecting this aspect of the subject matter, in this book, you will encounter ordinary case law material, but also a number of problems that point toward the role of law here in relation to transactions and commercial practice.

For still others, these materials provide insight to law and practices associated with transactions in the digital industries in online commerce.

In sum, for licensing law, as for other important areas of law, the issues here touch on many aspects of society and commerce. As happens often in our society, sea changes in commerce work important changes and adaptations in law and legal practice. The topics addressed here go to the essence of the new economy, and their treatment in law and practice will shape the future.

October 4, 2004
Raymond T. Nimmer

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