

**Licensing Law  
Professor Nimmer  
Spring, 2015**

**Assignment sheet**

**Unless told otherwise, each “unit” is a one day assignment  
Unit 1 is for our first day of class**

**Unit 1: Nature of license etc. (17 pp)**

Read: Nimmer p. 1-17; Be prepared to discuss problems 1.1, 1.2

**Unit 2: Nature of the transaction (16 pp)**

Read: Nimmer pp. 141- 142; 150-160; 185-189; pblm 4.3, 4.4, and consider what arrangement would be fair to both sides in transactions like that in 4.4

**Unit 3: Exclusive licenses: standing to sue (21 pp)**

Read: Supp. 1 (stats); Nimmer pp. 161-180; pblm 4.7, assume that the program is also copyrighted

**Unit 4: Scope and covenants (29 pp)**

Read: Nimmer: pp. 193-217; Supp. 2 (MDY case); problem 5.8

**Unit 5: Scope + Changing technology (23 pp)**

Read: Nimmer 217-223, 226-243; problem 5.12

**A. Interaction of laws**

**Unit 6: Antitrust: tying (22 pp)**

Read: Supp. 3 (stats); Nimmer: 607-609; 618-626; Supp. 4 (MS)

**Unit 7: Antitrust: tying and packaging (23 pp)**

Read: Nimmer: 639-662; Problem 13.3

**Unit 8: Federal preemption (20 pp)**

Read: (do not review the Zeidenberg case, we will discuss it later)  
Nimmer: 669-684; Supp. 5 (Forest)

**Unit 9: Property Misuse (19 pp)**

Read: Nimmer: 684-696; 24-31

**Unit 10: What law within a state? (24 pp)**

Read: Supp. 6 (Coca); Nimmer pp. 32-46; Supp. 7 (Cisco); problem 1.7, 1.9

**Contract Formation**

**Unit 11 Contract formation (19 pp)**

Read: Nimmer pp. 57-76; problem 2.2

**Unit 12: Shrinkwrap and online licenses (29 pp)**

Read: Supp. 8 (Zeiden); Nimmer pp. 87-108

**License Terms**

**Unit 13: License terms: assignability (22 pp)**

Read: Nimmer 245-262; 293-298; pblm 6.5

**Unit 14: License terms: first sale (27 pp)**

Read: Nimmer: 267-279; Supp. 9 (Vern)

**Unit 15: License terms: patent exhaustion (26 pp)**

Read: Nimmer: 283-290; Supp. 10 (Jazz)

**Unit 16: License terms: Implied license 1 (21 pp)**

Read Nimmer: 305-326; problem 7.4

**Unit 17: License terms: Implied license 2 (18 pp)**

Read Nimmer 326-344; problem 7.7

**Unit 18: License Terms: No Reverse Engineering (20 pp)**

Read: Nimmer 696-708; Supp. 11 (David)

**Unit 19: License terms – no contest clauses (22 pp)**

Read: Nimmer 368-385; Supp 12 (RCA)

**Unit 20: License terms: Non-infringement and value of rights (17 pp)**

Read: Nimmer 355-367, 385-390; pblm 8.7

**Unit 21: License terms: Quality of performance (20 pp)**

Read: Nimmer 390-401, 410-419

**Unit 22: License terms: Terms to preserve property (25 pp)**

Read: Nimmer 429-454

**Unit 23: License terms: Royalty base (23 pp)**

Read: Nimmer 511-518, 537-543; Supp. 14 (Kimble)

**Unit 24: License terms: royalty computation (17 pp)**

Read: Nimmer 520-537

**Unit 25: Ending the License: Breach and Otherwise (20 pp)**

Read: Nimmer 461-473; 564; 490-497

**Unit 26: K damages v. IP (26 pp)**

Read: Supp. 15 (damage); Nimmer 569-579, 587-592