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Is a “Lease” a “Sale” in Patent Law?

Patent law makes “selling” and offering to “sell” a potential act of infringement. What about “leasing” and similar transactions that transfer physical possession for only a limited time? Should leasing count as infringement? This article explores the law’s differentiation of leases from sales in property and contract law to determine the policies and practicalities behind the disparate treatment. For example, why did UCC Article 2A, which governs *leases* (as opposed to sales) of goods, come about, and how did courts treat leases of goods before Article 2A was adopted? What can the policies and reasoning behind contract and property law’s treatment of leases tell us about whether leases and offers to lease should be acts of infringement (assuming the technology to be leased infringes)?