

Introduction to the 2023 Edition

MODERN LICENSING LAW

The **2023 Edition** of **Modern Licensing Law** discusses the laws, decisions, traditions, and practices that comprise the law of licensing as it is practiced today. Discussions include contract, property, and public policy doctrines. This comprehensive treatment of contemporary case law and statutory provisions gives you a solid foundation for dealing with today's licensing questions.

What's New in this 2023 Edition

- § 6:5 Nature of scope provisions; covenants compared
- § 6:6 Nature of scope provisions; covenants compared— Scope as defining value
- § 6:7 Nature of scope provisions; covenants compared— What is the consequence of exceeding scope?: Infringement? Breach? Both? (Herein covenant vs. condition distinction)
- § 6:8 Nature of scope provisions; covenants compared— What is the consequence of exceeding scope?: Infringement? Breach? Both? (Herein covenant vs. condition distinction) General principles relating to covenants vs. conditions
- § 6:9 Nature of scope provisions; covenants compared— What is the consequence of exceeding scope?: Infringement? Breach? Both? (Herein covenant vs. condition distinction) Viewing scope as a condition precedent
- § 6:10 Nature of scope provisions; covenants compared— What is the consequence of exceeding scope?: Infringement? Breach? Both? (Herein covenant vs. condition distinction)— Viewing scope a contractual term without regard to covenant/condition analysis
- § 6:11 Nature of scope provisions; covenants compared— What is the consequence of exceeding scope?: Infringement? Breach? Both? (Herein covenant vs. condition distinction)— Viewing scope a contractual term without regard to covenant/condition analysis— An approach to scope
- § 6:12 Nature of scope provisions; covenants compared— What is the consequence of exceeding scope?: Infringement? Breach? Both? (Herein covenant vs. condition distinction)— Viewing scope a contractual term without regard to covenant/condition analysis— Contrasting scope provisions and conditions
- § 6:13 Nature of scope provisions; covenants compared— What is the consequence of exceeding scope?: Infringement? Breach? Both? (Herein covenant vs. condition distinction)— Viewing scope a contractual term without regard to covenant/condition analysis— Contrasting scope provisions and restrictions and other provisions

- § 6:14 Nature of scope provisions; covenants compared— What is the consequence of exceeding scope?: Infringement? Breach? Both? (Herein covenant vs. condition distinction)— Viewing scope a contractual term without regard to covenant/condition analysis— Separating breach claims from infringement claims
- § 6:15 Nature of scope provisions; covenants compared— Who has burden of proving that scope was exceeded/not exceeded?
- § 6:16 Nature of scope provisions; covenants compared— Who has burden of proving scope was exceeded/not exceeded?— Cases holding that the licensor has the burden of proving that licensee exceeded scope
- § 6:17 Nature of scope provisions; covenants compared— Who has burden of proving scope was exceeded/not exceeded?— Cases holding that the licensee has the burden of proving that its use was within scope
- § 6:19 Interpretation of scope provisions— Different approaches to the interpretative task
- § 6:20 Interpretation of scope provisions— Ambiguity in scope (herein of multiple transaction documents with different terms)

The Publisher
May, 2023