

Existence of a License Depends on Terms of a Contract



The Third U.S. Circuit Court of Appeals has ruled that, under the terms of a contract, Walt Disney Studios Motion Picture Production and its affiliates did not acquire a perpetual worldwide license to use patents to convert conventional films into 3D.

In a paper published at IPWatchdog, Paige H. Forster explains that the case is located at the intersection of bankruptcy and IP law.

“The story of *In re DDMG Estate* begins with the 2009 Disney film “G-Force,” which depicted the adventures of a band of highly-trained crime-fighting guinea pigs,” the IPWatchdog story says. “Of course, the only thing better than a rodent action-adventure flick is a 3D rodent action-adventure flick—which is why Disney and a company called In Three entered into the contract at the heart of this appeal. Under the contract, In Three was to deliver a ‘left eye and right eye digital 3D version of 17 minutes of the [*G-Force*] Picture’ to Disney.”

Read the story.