Multimedia Licensing Offers Unique Problems

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Modern multimedia capabilities are at loggerheads with copyright law, licensing practices

"Multimedia" has become a well recognized term over the past few years. Recent advances in computer technology have enabled systems to combine multiple media, such as text, graphics, music, photographs, and video, in a single presentation. These presentations are dynamic and interactive, and offer society a whole new way to learn, communicate, and entertain. Potential applications are limited only by the imagination, and the extent of their social value is beyond our current view.

An illustrative example of a multimedia product is an electronic, multimedia encyclopedia. A session at the encyclopedia allows a user to select topical areas, and explore such topics through both sight and sound. Film, photographs, music, sound, text, and narrative voice present the topic in an interesting, entertaining fashion. Due to the nature of multimedia capabilities, many products are surfacing as reference materials, like the described encyclopedia.

Today's multimedia computing capabilities, however, are at a stalemate with copyright laws and licensing practices. Multimedia product developers want to incorporate copyrighted materials into their products. Authors, in contrast, seek to control the use of their copyrighted works. At the negotiation table, developers and authors butt heads, often unable to compromise. Many negotiations fail or fall short of expectations and thus waste the time, money, and efforts of the parties involved. In the end, when limited multimedia products reach the market, society becomes the victim of the unresolved negotiations. Unless we correct this failing system, society will likely never realize the full benefits of multimedia computing.

This article thus examines the copyright and licensing conflicts surrounding multimedia product development, and proposes a statutory compromise. The first section provides a brief overview of copyright law and licensing practices, and identifies issues of contention between authors, developers, and society. The second section analyzes existing compulsory and blanket license systems that have been implemented in the past to resolve similar conflicts. It then proposes a statutory compulsory license for multimedia product development that will help facilitate a smooth and systematic integration of multimedia technology into our society.

BACKGROUND ON U.S. COPYRIGHT LAW & LICENSING PRACTICES

Developers cannot use copyrighted works in multimedia products without permission from the copyright holder. The success of many types of multimedia products, however, is dependent upon inclusion of copyrighted works. To help explain the current contention between copyright holders and developers, this section provides background information on U.S. copyright law and licensing practices. Readers who are familiar with basic copyright law should skip directly to the discussion of licensing practices, which identifies problems specific to multimedia development.

U.S. Copyright Law

The Constitution provides the basis for copyright protection in the United States. It grants to Congress the power to "promote the progress of science and the useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries."[1]

The language of this provision explains the primary purpose of our federal copyright system — to promote "science and the useful arts." This language shows that society is the ultimate, intended beneficiary. Authors, on the other hand, are granted rights as a means to that end. This is not to say, however, that the rights of authors should be overlooked. Authors' rights provide an economic incentive to create, and are critical to achieving an increased flow of works in society.

Pursuant to constitutional authority, Congress has enacted the U.S. Copyright Act.[2] The act extends copyright protection to "original works of authorship fixed in any tangible medium of expression."[3] "Works of authorship" include: literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; and sound recordings.[4]

For these works of authorship, the act grants to authors five exclusive, transferrable rights:

"(1) to reproduce the copyrighted work in copies or phono records;

"(2) to prepare derivative works based upon the copyrighted work;

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"(3) to distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;

"(4) . . . to perform the copyrighted work publicly; and

"(5) . . . to display the copyrighted work publicly."[5]

These five rights are referred to, respectively, as the right of reproduction, adaption, publication, performance, and display.[6] They are severable and transferable, "by any means of conveyance or by operation of law."[7] For example, an author can transfer his reproduction and publication rights, while retaining all others.

The five aspects of copyright subsist automatically upon creation of a work. No application or filing is required to be a copyright holder. There are, however, important reasons to file a copyright application with the U.S. Copyright Office.[8]

The five rights are granted to authors for limited duration.[9] Generally, copyrights are valid from the time of creation until 50 years after the author's death.[10] When copyrights lapse, the work enters the public domain and may be freely used by all.[11]

"To establish a successful claim for copyright infringement, the plaintiff must prove (1) ownership of the copyright, and (2) 'copying' of protectable expression by the defendant."[12] "Copying" is established by proving: a) that the defendant had prior access to the copyrighted work; and b) that there was "substantial similarity" between the plaintiff's and defendant's work, with respect to both the general ideas and the expression of those ideas.[13] The test to determine substantial similarity is whether, upon comparing the two works, a reasonable person could recognize the copyrighted work in the allegedly infringing work.[14] There are, however, statutory exceptions that allow certain types of copyright infringement.[15]

Licensing Practices and Problems for Multimedia

A license agreement is a contract under which one party, the licensee, obtains authority to use a copyrighted work in a manner that would otherwise constitute copyright infringement. In negotiating a license agreement, an author and licensee define terms of use and compensation. When negotiations are successful, the license agreement memorializes the details of the negotiated terms.[16]

The terms of a license agreement can vary considerably from one to another. Terms of use define the extent to which a licensee can use the copyrighted works. Some severely restrict the rights of a licensee, while others grant the licensee broad discretion. Terms of payment define the manner and extent to which an author will be paid for the use of the copyrighted work. Some terms set out a flat fee for the entire license agreement, while others define fluctuating payments based on a percentage of the profits. Such fluctuating payments are commonly referred to as "royalties."

While our current licensing practice is effective under many circumstances, it often breaks down in the multimedia arena. The reason for this breakdown is that there is a one to many relationship between a multimedia product and the copyrighted works it includes. To use multiple copyrighted works, each product developer must negotiate multiple license agreements. The more works in a product, the larger the task of securing such agreements. With so many agreements to negotiate, developers cannot expend too much time or money on any one individual license. Generally, for products to financially succeed, developers need authors to cooperate and agree to standard terms.

◄ Bargaining Power ►

Authors, on the other hand, use their bargaining power to negotiate custom license provisions. They typically expect tailored compensation terms that reflect the popularity of their work and persona. Unfortunately, even simple author requests, when spread across hundreds of license negotiations, can devastate a project. In addition, legal fees and other delays can cause a project to run off budget, and make it prohibitively expensive to complete.

Authors have strong bargaining power because the success of the end product turns on the inclusion of their collective works. For example, a multimedia "reference" product must contain adequate pictorial, graphic, textual, and video information to provide a full account of a particular topic. If one or more authors refuse to cooperate, and those authors hold rights to critical works, then the quality of the overall product may be significantly diminished. Hence, the more authors that drop out of negotiations, the fewer works in the end product, and the less likely the product will succeed in the marketplace.

Another obscure problem for multimedia developers is to locate the party who holds the electronic rights to a particular work. The modern concept of electronic rights is loosely defined, and not part of the statutory scheme. Generally, it means the right to distribute copyrighted works electronically through various digital means, such as computer software and online services.[17]

Electronic rights are problematic in that they are often transferred through vague transfer provisions. Some authors transfer away their electronic rights unknowingly when they authorize publishers to print their works. For example, some publishers draft contracts with transfer provisions that grant publishers "the right to publish and sell the work in volume and other technological forms."[18] Unless specifically defined, the broad term "technological forms" is construed to cover reproduction in all forms of electronic technology, including future technologies not yet defined.[19]

Many publishing contracts that predate the computer age also provide for a broad transfer of rights, but without specifically addressing electronic rights. In many such cases, the issue of who holds the electronic rights remains unclear. Thus, prudent licensees will identify the proper parties and resolve the issue, or risk an invalid license agreement at a later date.

A REVIEW OF THE PAST WITH AN EYE FOR THE FUTURE

With multimedia product development now underway, it is time we review our current statutory scheme to determine whether it is accomplishing its intended goal: to promote science and the useful arts. We must re-examine the interplay between authors, developers, and society, and determine how to best balance these interests with respect to multimedia.

Fortunately, while multimedia technology may be new, the corresponding license and copyright issues that it presents are not. As we revisit these issues, we can rely on past experience and legal precedent. Our responses to technologies of the past, such as piano rolls, phonorecords, and jukeboxes, will help guide and support our current efforts.

In the past, we have seen both statutory and private responses to similar copyright and licensing problems. Congress, for example, adopted compulsory licenses under the Copyright Act for new inventions such as piano rolls, phonorecords and jukeboxes.[20] Private copyright membership organizations, such as ASCAP and BMI, have also established blanket license agreements for their members' works. These are all both good examples of structural license schemes that adjust our copyright system to accommodate new technologies.

This section reviews existing compulsory and blanket licenses currently used in the music industry. From these systems, it extracts components that may help resolve multimedia issues, and proposes a framework for a multimedia statutory compulsory license.

Review of Existing Compulsory and Blanket License Schemes

A compulsory license is a tool by which Congress attempts to harmonize authors' rights and societal interests. Generally, a compulsory license "permits certain uses of copyrighted work without the author's consent, but requires the user to adhere to statutory formalities, and to pay specified fees to the copyright owner.[21] A blanket license agreement is a standard, nonstatutory agreement, offered by multiple authors, under which a licensee can use multiple copyrighted works for a standard fee. Typically authors group together and form private organizations for the purpose of offering blanket license agreements for their collective works.

Compulsory License for Making and Distributing Phonorecords

The phonorecord compulsory license is a good model to examine in connection with multimedia. It balances authors' rights and societal needs, and has been used for many years. Further, the circumstances surrounding the phonorecord compulsory license closely parallel the circumstances surrounding multimedia products.

The phonorecord compulsory license scheme[22] has a most interesting history. In the early 1900s, an invention called the "piano roll" created a controversy between composers and the piano industry. Piano rolls provided the piano industry with a means by which they could mechanically reproduce musical compositions. Manufacturers punched holes in the piano roll paper, in an arrangement to correspond with musical compositions. Authors objected to having their compositions "punched" on piano rolls without compensation, claiming copyright infringement. Their objections stemmed from concerns regarding lost profits and loss of control of their works.

The issue reached the Supreme Court in 1908.[23] To the dismay of musical authors, the Court ruled in favor of the piano industry, holding that the punched holes did not constitute "copies" within the meaning of the law.[24] Rather, the rolls were merely devices for mechanically performing the music.[25]

Congress disapprovingly responded to the Supreme Court decision by enacting new statutory provisions. Such provisions represent a compromise between the rights of the authors and society's interest in piano rolls. Congress granted authors the right to control whether a mechanical device will be used to perform their works[26] — but at the same time limited this right of mechanical control by introducing a compulsory license scheme.[27] Specifically, this scheme provided that "if the copyright proprietor himself used or sanctioned the use of his composition in [piano rolls], any other person was free to do so upon paying a royalty of two cents for each [roll] manufactured."[28] In other words, an author could absolutely prevent his compositions from ever reaching the piano roll market by exercising the mechanical control granted to him. However, once the author himself reduced his composition to mechanical form, or authorized another to do so, then other competitors could do the same with payment of the statutory fee. Ultimately, the scheme limits an author's "monopolistic control of music for recording purposes."[29]

Since then, the piano roll compulsory license has evolved into a broader compulsory license for making and distributing "phonorecords." For the purpose of such license, the term phonorecords includes:

> material objects in which sounds, other than those accompanying a motion picture or other audiovisual work, are fixed by any method now known or later developed, and from which the sounds can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.[30]

Section 115 of the Copyright Act grants compulsory licenses for making and distributing phonorecords of non-dramatic musical works.[31]

Specifically, the compulsory license under Section 115 of the act grants to licensees the privilege of making musical arrangements from copyrighted musical compositions, as long as the basic melody or fundamental character of the musical composition is not changed.[32] "The compulsory license permits the licensee to assemble his own musicians, singers, sound recording engineers, and equipment for the purpose of making a sound recording of the musical work which is the subject of the license."[33] The license does not permit the compulsory licensee to duplicate a preexisting recording.[34]

In granting this compulsory license, the act limits the rights of

reproduction and publication granted to authors by Section 106(1) and (3). The effect of this limitation is that an author of a non-dramatic musical work cannot enforce his rights of reproduction and publication against any person who makes and distributes phonorecords of the work, as long as that person complies with the compulsory license provisions.[35]

Licensees pay standard royalty rates, regardless of the author, musical style, or popularity of the composition. No private bargaining is necessary. For every phonorecord made and distributed, the royalty is either "two and three-fourths cents, or one-half of one cent per minute of paying time or fraction thereof, whichever amount is larger."[36] This royalty is paid with respect to "each work embodied in the phonorecord."[37] and is adjusted every 10 years.[38]

Compulsory license schemes under the Copyright Act are administered by the Copyright Royalty Tribunal (the "Tribunal").[39] The Tribunal is a federal agency created to "maximize the availability of creative works to the public [and to] afford the copyright owner a fair return for his creative work and the copyright user a fair income under existing economic conditions."[40] The Tribunal participates in compulsory license rate setting and the collection and distribution of the rates.[41]

Compulsory License for Public Performance Via Jukeboxes

Another statutory, compulsory license scheme exists for jukeboxes.[42] When coin-operated jukeboxes were introduced, Congress recognized their societal value and enacted a compulsory scheme for jukeboxes. Under this scheme, jukebox operators can play sound recordings without obtaining permission from the copyright owner.[43] To compensate authors for their lost rights of performance, a jukebox operator must currently pay statutory royalty fees and comply with other compulsory license provisions.[44] This compulsory license scheme, like the one for making and distributing phonorecords, furthers the purpose of the Copyright Act by benefitting both the author and the public.

Blanket License Agreements

In the U.S. music industry, two very large performing rights groups offer blanket license agreements: the American Society of Composers, Authors and Publishers (ASCAP),[45] and Broadcast Music, Inc. (BMI).[46] Both organizations represent members in the music industry, such as publishing companies, authors, and composers. Both organizations issue blanket licenses that grant to licensees the right to perform compositions owned by the members or affiliates.[47] Licensees include radio and television stations, nightclubs, hotels, restaurants, and airlines.[48]

In exchange for the blanket licenses, the organizations collect performing rights royalties. Once collected, the royalties are apportioned among the performing rights organization members on the basis of a statistical determination of how frequently their music has been performed.[49] ASCAP and BMI rate structures are extremely complicated, and are based on circumstances surrounding each performance.

Proposed Statutory License for Multimedia

A statutory compulsory license for multimedia computing would be an effective response to the copyright and licensing issues presented by it. Like the phonorecord compulsory license, a multimedia compulsory license could establish a compromise between the competing interests of developers, authors, and society. It could facilitate product development, compensate authors for their works, and ensure dissemination of useful products to market.

A compulsory license would likely be more effective than a private, blanket license solution. A blanket license would be too difficult to coordinate and implement. It would be difficult to establish one or more private organizations to represent the many diverse groups of authors. And with such diverse interests, authors would not likely reach consensus on difficult issues, such as rate structures and authorized use. Without consensus, blanket license schemes would break down, and not adequately serve all interested parties.

A multimedia compulsory license necessarily would need to address multiple issues. Of these, the following would be most critical: a) the scope of copyrighted works subject to the license; b) the rights of authors subject to the license; c) the type of products that fall within the realm of multimedia; d) the overall compensation scheme; and e) the details of administration.

Scope of Copyrighted Works Subject to the License

The compulsory license statutory scheme would need to define the scope of copyrighted works subject to the license. The broader the scope of works, the more the license will facilitate development of creative multimedia products. For example, works such as film, still photos, artwork, maps, literature, and music are valuable components of multimedia products. If one or more such works are not subject to the compulsory license, the breadth of multimedia products will be correspondingly limited.

Rights of Authors Subject to the License

The statutory scheme must also define the rights of authors that are subject to the license. It might encompass only limited rights, to prevent the license from being overly burdensome to authors, and to preserve a strong economic incentive to create. For example, the license might encompass only those works that have been published, performed, or displayed.

The statutory scheme might also minimize the burden on authors by establishing a "waiting period" during which multimedia developers could not utilize the subject copyrighted works. This waiting period is modeled after the underlying concept of copyright; that authors are extended rights for a period of time only, before the works fall into the public domain for general use by society. Such waiting period could commence with the first date of publication, performance, or display, and extend the stated duration.

This would allow authors to control and realize the full economic

value of their works during the period, without interference from the compulsory license.

For example, if a one-year waiting period were instituted, authors would retain exclusive control for one year following the first date of publication, performance, or display. This would allow authors to realize the full economic value of the product for one year. After the year expires, developers could utilize the copyrighted work under the compulsory license.

The waiting period could vary depending on the different types of works, or could be the same for all works subject to the license. Varying periods could account for different market considerations related to the subject works.

Type of Products that Fall Within the Realm of Multimedia

The statutory scheme should also define the type of products that fall within the realm of multimedia. Only those products that meet the definition could take advantage of the compulsory license. Admittedly, the task of defining multimedia products would be problematic. Hardware, software, and product functionality would have to be considered. Industry standards could also be considered. While no definition would satisfy everyone, even a limited definition would start opening the market gates for multimedia products.

Overall Compensation Scheme

The statutory license would need to define a rate structure that would satisfactorily compensate authors. Given the complexity of the products and the broad scope of works subject to the license, the rate structure would necessarily need to be complex. An important goal of the compensation structure would be to strike a balance between author compensation and the need to open the market for multimedia products. While authors may receive less than they would expect to receive in individual, privately negotiated contracts, authors could receive payment from multiple products and would benefit from the "policing" aspect of the compulsory license scheme.

The compensation structure could also address the percentage of a particular work that is included in a product. Fees could be expressed in terms of either percentage of the entire work or the amount of playback presented to the viewer. For example, a developer could pay less to use a few seconds of a musical work than to use two minutes. This would give developers the freedom to use as much or as little of a particular work as they need, while compensating authors accordingly.

Details of Administration

The overall success of such a complex compulsory license would depend, in part, on proper administration and enforcement. The Copyright Royalty Tribunal, in its current role, would be a likely choice to administer and police the compulsory license. The Copyright Royalty Tribunal could utilize informal rule making procedures under the Administrative Procedure Act to define and maintain appropriate rate structures. Authors and special interest groups could comment under rule making procedures, and thus provide important and necessary input into the process.

CONCLUSION

The proposed framework for a multimedia compulsory license is a beginning point from which we can address the copyright and licensing problems that currently limit the multimedia marketplace. By expanding this framework, and factoring in the competing interests, we can work to achieve a balance that will facilitate development, compensate authors, and ultimately increase market flow. In doing so, we will benefit society as our Constitution suggests: through the promotion of science and the useful arts.

NOTES

1. U.S. Const. Article I, Section 8.
2. Current version at 17 U.S.C. (1988, Supp. I 1989, & Supp. II 1990).
3. 17 U.S.C. Section 102(a) (1988).
4. *Id.*
5. 17 U.S.C. Section 106 (1988). *See also* 17 U.S.C. Section 106A (Supp. II 1990) (Rights of certain authors to attribution and integrity).
6. *See* 17 U.S.C. Section 106 Historical and Revision Notes (1988).
7. 17 U.S.C. Section 201 (1988).
8. See __________.
9. 17 U.S.C. Section 302(a) (1988).
10. *Id.* (For exceptions to this rule, review Sections 301 through 305 of the Act.)
11. *See e.g.*, H.R. 94-1476, 94th Cong., 2d Sess. 133-36 (1976).
12. *Baxter v. MCA, Inc.*, 812 F.2d 421, 423 (9th Cir. 1987), *cert. denied Williams v. Baxter*, 484 U.S. 954.
13. *Id.*
14. *Krofft Television Productions v. McDonald's Corp.*, 562 F.2d 1157, 1164 (9th Cir. 1977).
15. By statute, certain unauthorized uses of copyrighted works are not considered an infringement of the owner's rights. 17 U.S.C. Sections 107 to 118 (1988). The most common is the fair-use exception. The fair-use exception allows a work to be copied for limited purposes, including for the purpose of criticism, teaching, and research. This exception is narrowly construed, and generally does not apply to copying for commercial use. 17 U.S.C. Section 107 (1988 & Supp. II 1990). While some multimedia uses may fall under the fair-use exception, a detailed discussion of the fair-use exception is beyond the scope of this article.
16. *See generally A New Guide to Negotiating the Author-Publisher Contract*, 6 Cardozo Arts & Ent. 411 (1988).
17. *See generally*, Schlain, *New Technologies: Some Key Issues for Book Publishers in Software Publishing, and the Licensing of Electronic Rights*, 222 PLI/Pat 287, PLI Order No. G4-3785 (Practicing Law Institute 1986).
18. *A New Guide to Negotiating the Author-Publisher Contract*, 6 Cardozo Arts & Ent. 411 (1988) (emphasis added).
19. *Id.*
20. 17 U.S.C. Section 111 (1988) (secondary transmissions by cable systems); 17 U.S.C. Section 115 (1988) (production and distribution of phonoerecords of non-dramatic musical works); 17 U.S.C. Section 116 (1988) (public performance of non-dramatic musical works by means of coin-operated players). *See also* Cassler, *Compulsory Licenses and the Copyright Royalty Tribunal*, 216 PLI/Pat 525, PLI Order No. G4-3781 (1986) (hereinafter "Compulsory Licenses") for general discussion.
21. *Copyright for the Nineties* at 37.
22. . . . explain "phonoerecords" . . .
23. *White-Smith Music Publishing Co. v. Apollo Co.*, 209 U.S. 1 (1908).
24. *Id.* at 18.
25. *Id.* at 12.
26. Now codified at 17 U.S.C. Section 106(1) (1988). For discussion of original enactment, *see* H.R. 2222, 60th Cong., 2d Sess. 9 (1909).
27. Now codified at 17 U.S.C. Section 115 (1988) and broadened to cover "any method now known or later developed . . . from which the sounds can be perceived, reproduced or otherwise communicated . . ." 17 U.S.C. Section 101 (1988) (definition of "phonorecord").
28. *Id.*
29. *Copyright for the Nineties*, at 468 (citing H.R. Rep. No. 2222, 60th Cong., 2nd Sess. 9 (1909).
30. 17 U.S.C. Section 101 (1988).
31. For a more detailed explanation of this compulsory license scheme, see Nimmer on Copyright, Section 8.04.
32. 17 U.S.C. Section 115 (a)(1).
33. Nimmer on Copyright, Section 8.04[E].
34. 17 U.S.C. Section 115 (1988); *Copyright for the Nineties* at 38.
35. Any person who wishes to obtain a compulsory license for making and distributing phonorecords shall serve proper notice of intention to do so, as required by Section 115 of the Act. 17 U.S.C. Section 115(b) (1988).
36. 17 U.S.C. Section 115(c).

37. 17 U.S.C. Section 115(c)(2).

38. 17 U.S.C. Section 804(a)(1), 2(B) (1976).

39. 17 U.S.C. Section 801 (1988).

40. *Id.*

41. *Id.*

42. 17 U.S.C. Section 116 (1988); For a detailed discussion of this compulsory license scheme, *see Nimmer on Copyright*, Section 8.17. The term "juke box" is not used by the statute, but is commonly adopted to replace the more awkward statutory language. *See e.g., Nimmer on Copyright*, Section 8.17. The statute uses the term "coin-operated phonorecord player" instead, which is statutorily defined as:

> a machine or device that—
>
> (A) is employed solely for the performance of non-dramatic musical works by means of phonorecords upon being activated by insertion of coins, currency, tokens, or other monetary units or their equivalent;
>
> (B) is located in an establishment making no direct or indirect charge for admission;
>
> (C) is accompanied by a list of the titles of all the musical works available for performance on it . . . ; and
>
> (D) affords a choice of works available for performance and permits the choice to be made by the patrons of the establishment in which it is located. 17 U.S.C. Section 116 (e).

43. *Id.*

44. "The operator of the coin-operated phonorecord player may obtain a compulsory license to perform the work publicly on that phonorecord player by filing [an] application [with the Copyright Office], affixing [a] certificate, and paying royalties," as required by Section 116 of the Act. 17 U.S.C. Section 116 (1988).

45. ASCAP is the oldest of the nation's three performing rights organizations, founded in 1914 to insure compliance with the 1909 Copyright law and to "establish an effective way for publishers or composers to collect the royalties due them for performance of their music." P. Dranov, *Inside the Music Publishing Industry*, 53 (Knowledge Industry Publications 1980).

46. BMI is a nonprofit corporation that was organized in 1939 for the purpose of acquiring the licensing performing rights. *Broadcast Music, Inc. v. Columbia Broadcasting System, Inc.*, 441 U.S. 1, 5 (1979).

47. *Broadcast Music, Inc.*, 441 U.S. at 1 (emphasis added); *see also Nimmer on Copyright*, Section 8.19, for a general discussion of ASCAP and BMI. The ASCAP Membership Contract assigns to ASCAP the member's right of performance and the rights and remedies for enforcing the copyright. *Nimmer on Copyright*, Section 8.19, n. 4.

48. Radio and television broadcasters are the largest users of music, and almost all of them hold blanket licenses from both ASCAP and BMI. *CBS* at 5.

49. *Inside the Music Publishing Industry* at 46.

50. *See supra* Section 1 of this article.