

## Copyright case: Evoqua Water Technologies LLC v. M.W. Watermark LLC, USA

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John W. Scanlan

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Whether the parties to an agreement had intended to transfer the copyrights as part of its overall transfer of intellectual property was a question of material fact that should not have been decided by the court on summary judgment.

An agreement between two affiliated companies did not unambiguously prohibit the transfer of copyrights as part of what the agreement called "Know-how" because the language reasonably was susceptible to more than one interpretation, the U.S. Court of Appeals for the Sixth Circuit ruled in vacating a district court's grant of summary judgment to a copyright defendant. The district court also vacated the dismissal of claims related to the purported assignment of claims to the plaintiff from its predecessor but upheld the denial of attorney fees on a separate false advertising claim, and remanded the matter (Evoqua Water Technologies LLC v. M.W. Watermark, LLC, October 7, 2019, White, H.).

Case date: 07 October 2019

Case number: Nos. 18-2397/2398

Court: United States Court of Appeals, Sixth Circuit

A full summary of this case has been published on [Kluwer IP Law](#).