

Short Comment Regarding a Proposed Exemption Under 17 U.S.C. 1201

Item 1. Commenter Information

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Item 2. Proposed Class Addressed

Proposed Class 8: *Audiovisual works – space-shifting and format-shifting*

Item 3. Statement Regarding Proposed Exemption

The rights of property ownership are deeply rooted in the principles of our society, with foundations established in the Constitution. Intellectual property rights are recognized and protected, but they are also recognized as exceptional in nature. The Copyright Act provides the foundation for protecting these unique property interests, establishing the Copyright Office with the power to administer and enforce the rights to the various property interests conferred by the Copyright. In the exchange or transfer of a Copyright interest, such as those covered by a DVD or 3D Printer, the interests of all parties must be considered - and protected. When I purchase a DVD (or any other physical embodiment of a copyrighted work), it is without question that I acquire a property right that is subject to the protections of the Copyright Act. Certainly, I acquire the right to view the video contained on the DVD, subject only to reasonable restrictions. Unreasonable restrictions on my right to view the video (my property right - acquired for value by purchasing the DVD) cannot be allowed under the Copyright Act - I hold a protected interest. I submit that any restriction on my right to convert the format of the video into other formats is unreasonable and unenforceable. In the short term, such a restriction may be unreasonably inconvenient or limiting, due equipment availability or accessible technology limitations. In the long run, changes in technology standards and formats could result in making DVD obsolete, resulting in complete lack of any feasible equipment for view the video, thus completely defeating my rights to view the video. Consider the demise of 8-track tape (which I never owned). Consider the demise of MusicMatch - acquired by Yahoo! in 2004, and in September 2008, Yahoo! Music Jukebox went out of business. I still have files of music that I purchased from MusicMatch - but I cannot play them because I needed to connect to the MM servers to confirm my license before they will play. I paid for the rights to listen to that music, but my rights have been lost. All rights to intellectual property deserve protection.