**ANNOTATIONS AND COMMENTS**

The Copyright Act requires an exclusive license to be in writing and signed by the owner of the rights conveyed. *See* 17 U.S.C. §§ 101 (defining “transfer of copyright ownership”) & 204. However, non-exclusive licenses are exempt from the writing requirement and may be granted orally or implied from conduct. *See Latimer v. Roaring Toyz, Inc.*, 601 F.3d 1224, 1235 (11th Cir. 2010) (citing *Jacob Maxwell, Inc. v. Veeck*, 110 F.3d 749, 752 (11th Cir. 1997)). This instruction addresses the circumstances under which a non-exclusive license may be implied from conduct. Because an implied license is an affirmative defense to a claim of copyright infringement, the alleged infringer has the burden of establishing this defense. *See Latimer* 601 F.3d at 1235.