

# Virtual Judgment

## Legal Implications of Online Gaming

The legal issues inherent in virtual worlds and massively multiplayer online role-playing games (MMORPGs) are extremely complex yet still in their infancy. The author gives an overview of this dangerous combination and describes the current legal landscape.



**M**assively multiplayer online role-playing games (MMORPGs) and virtual worlds have exploded in use in recent years, with some reports stating that roughly 100 million people might be accessing one of several digital worlds at any given time ([www.nytimes.com/2005/12/09/technology/09gaming.html?scp=1&sq=Ogre%20to%20Slay,%20Outsource%20it%20to%20Chinese&st=cse](http://www.nytimes.com/2005/12/09/technology/09gaming.html?scp=1&sq=Ogre%20to%20Slay,%20Outsource%20it%20to%20Chinese&st=cse)). The differences between MMORPGs and virtual worlds are subjective, but for this article's purposes, references to MMORPGs or online games also cover virtual worlds. Although game worlds such as *The Sims*, *Second Life*, *Entropy Universe*, *HiPiHi*, *Kaneva*, *Gaia Online*, *City of Heroes*, *There.com*, *World of Warcraft (WoW)*, and *EverQuest* differ in theme and objectives, they were designed and programmed to promote social interaction among players. Some statistics state that 20 to 30 million participants are so involved in gameplay that they spend more time engaged in digital societies than in real-world activities ([www.nyls.edu/user\\_files/1/3/4/17/49/v49n1p1-18.pdf](http://www.nyls.edu/user_files/1/3/4/17/49/v49n1p1-18.pdf)).

Because MMORPGs are moving toward models and actions that mimic the real world, the question arises as to what legal standard, if any, the courts should apply to disputes that spring from games. The growing commercialization of these worlds will inevitably subject them to actual laws and regulations as players seek protections for their digital property's ever-increasing value. If the online currency and goods that gamers trade have a real-world value, is it not logical that the courts and government will eventually step in to protect and regulate these digital assets? The

US Congress recently announced its intent to investigate whether virtual-world property should be subject to taxation; however, as of this writing, it hasn't announced a resolution. In other countries, such as Australia and China, virtual goods are subject to taxation. Ultimately, the taxability of virtual goods in the US and abroad will depend on several factors, with the final answers potentially depending on whether the courts will allow players ownership of items they obtain or create. Proponents of ownership rights argue that allowing creator ownership of virtual property will foster creativity, which is what copyright protection was first enacted to ensure. Others say that judicial determination of the ownership of a virtual "bonecrusher mace" is a waste of the court's valuable time.

Although US courts have yet to provide a virtual-property ownership standard to follow, a slew of recent lawsuits could potentially open the door to such a decision. *Marc Bragg v. Linden Research, Inc.*,<sup>1</sup> a suit filed against *Second Life* creator Linden Labs over a virtual-property deal gone bad, originally seemed like it might be the first case to determine virtual-property issues. Before it was settled in 2007, the case led to the first US precedent on virtual worlds. Other US cases involving virtual worlds likewise settled or were abandoned prior to the creation of any new legal precedents.

The problems and legal issues involved in MMORPGs are very complicated and still at a nascent stage. To better understand them, I present a nonexhaustive discussion of the current state of US law and virtual worlds.

SEAN F. KANE  
Drakeford &  
Kane

### Virtual Economy

Most online games don't have distinct win or lose scenarios. Instead, they're designed to let gamers build up their avatars in the virtual society by earning virtual

### In accepting a game's EULA, players might waive significant individual rights.

currency and developing skills, called *levels*, which make each character more powerful. Avatars can purchase or create property, both real and personal, in virtual worlds. However, because some gamers don't want to invest the time and effort necessary to create characters and build up the wealth and status levels available only after several hundreds of hours of play, a secondary market has arisen to meet this need. Many gamers now sell their digital goods, property, or avatars for real-world money on sites such as Internet Gaming Entertainment (IGE; [www.ige.com](http://www.ige.com)). In some cases, these items have sold for significant sums: a virtual island in Project Entropia went for US\$30,000, a virtual representation of Amsterdam in Second Life for \$50,000, and a virtual space station sold in Project Entropia for \$100,000. According to the *TechCrunch* blog ([www.techcrunch.com/2007/06/20/virtual-goods-the-next-big-business-model](http://www.techcrunch.com/2007/06/20/virtual-goods-the-next-big-business-model)), in the past year, roughly \$1.5 billion has traded hands as part of this secondary market. And the amount of IP value in these MMORPGs that hasn't yet been monetized is quite staggering.

Virtual entrepreneurs have taken notice and made attempts to profit in various ways, including setting up digital sweatshops, in which third-world laborers play online games around the clock to obtain and create goods that can then be sold for real-world cash (this activity is called *farming*). In the US, the legality of such action was raised in *Hernandez v. Internet Gaming Entertainment*.<sup>2</sup> Antonio Hernandez, a WoW player, brought a class-action suit against IGE, a company that collects and sells WoW items and currency for real-world money in contravention of the WoW end user license agreement (EULA). When this suit was initially brought, many thought the case would provide the answer as to whether players have the right to enforce EULA terms against other players.

But what makes this case peculiar is the fact that a EULA, though referred to as a singular document, is actually a separate contract entered into between the publisher (IGE) and each individual player (Hernandez or any other gamer). In this instance, WoW's publisher is Activision Blizzard, which means that typically only Blizzard can bring a suit in the event that a player violates the EULA, or vice versa. Hernandez claimed that all WoW players are the EULA's intended beneficiaries and as such, any player could initiate an action

in the event that a EULA breach damaged all players. Hernandez claimed that IGE's business—flooding the market with virtual items—devalues the in-world currency and players' efforts, reduces the amount of virtual goods available to legitimate gamers, and places their characters at a tangible economic disadvantage compared to those who essentially buy their way to in-game successes.

Although Hernandez settled out of court prior to receiving class certification (a necessary hurdle for any class-action suit), one important factor emerged. Specifically, where was Blizzard during all of this? The conflict's resolution had the potential to significantly augment or deny the rights of Blizzard's customers, so it was unusual that the publisher didn't intervene, particularly in light of its having already demonstrated a will to litigate against players who systematically violate the EULA by selling virtual assets for real money (of which I discuss later).

Some speculated that Blizzard's cautious approach underscored the precarious position it faced if either side were reasonably successful. If IGE won, for example, then the case would have failed to remove from the WoW world a company engaging in the high-volume, real money sale of virtual items, a practice that Blizzard prohibits in its EULA and adamantly opposes. If Hernandez won, then players' right to enforce WoW rules would have empowered them to oversee governance of online worlds to some degree, an ability previously reserved for publishers and their administrators.

The between-a-rock-and-a-hard-place situation that Blizzard found itself in can be scaled to the larger issue that publishers face with regard to players' rights. The publishers of MMORPGs must reserve some control over game content and user access, including the right to alter in-game items or remove companies like IGE to preserve the integrity of the space. At the same time, players' increasing investment of time and money can cause them to seek out protections for their in-game property and experiences independent of the publisher. These protections take the form of rights when sought in court and might include some form of virtual-item ownership or the ability to eject users who harm the game, which, in turn, interferes with and undermines the publisher's exclusive control over game content and player access. Currently, the control over content and user access remains with publishers, with the Hernandez case being the most recent instance in which that control was challenged, albeit indirectly, by a player seeking governance rights.

Similarly, Blizzard initiated an action (*Blizzard Entertainment Inc., v. In Game Dollar, LLC*)<sup>3</sup> against In Game Dollar, which collected in-game items and provided leveling services for players' characters within WoW in exchange for real-world money. In Game Dollar heavily advertised these items and ser-

vices using the WoW chat and message functions. However, advertising of commercial services and the sale or purchase of in-game items is specifically prohibited by the WoW EULA, similar to the restriction on using bot programs.

Blizzard claimed that In Game Dollar's advertisement and sale of virtual assets to other users not only violated the WoW EULA but also constituted illegal spamming under the US Computer Fraud and Abuse Act. Rather than take on the risk and expense of a trial that it seemed very likely to lose, In Game Dollar agreed to shut down its business in exchange for Blizzard's agreeing not to seek monetary damages. In Game Dollar agreed to never use WoW's communication functions for any commercial endeavor as well as to never engage in the sale of any in-game items or character-advancing services with regard to WoW.

A few years earlier, BlackSnow Interactive, another company involved in the unauthorized sale of virtual property within online games, took a markedly different approach. BlackSnow went on the offensive and brought a suit against the publisher of Dark Age of Camelot (*BlackSnow Interactive v. Mythic Entertainment Inc.*<sup>4</sup>), claiming the game's EULA, which prohibited the sale of in-game items for real-world money, was an anticompetitive mechanism that raised various intellectual property and antitrust issues. While this unexpected maneuver by BlackSnow was inarguably a daring attempt to challenge the validity of the game's EULA, such an attack's likelihood of success was greatly diminished by the court's order that the matter be arbitrated in accordance with the EULA's arbitration clause. In a perhaps more unusual turn of events, Mythic Entertainment eventually prevailed in this case, not for having the facts or the law in its favor, although it could be argued that both were, but for the complete disappearance of BlackSnow (leaving its own attorneys unaware of where the company had gone or where to send the bill).

Other individuals and entities have created what some might consider more respectable virtual businesses, offering products or services to the digital community in exchange for payment in digital currency. Some examples of the most popular and successful businesses are avatar clothing designers and avatar entertainment complexes offering anything from virtual skydiving to virtual sex.

In the past, individuals were only able to convert their digital earnings into real cash through Web sites such as the now defunct Gaming Open Market, which let gamers convert digital currency to US dollars at the prevailing rate in the same manner that an international currency exchange would. Currently, several virtual worlds such as Second Life have in-game virtual monetary exchanges. Although the courts are testing the validity of certain sites such as IGE, other

sites have emerged to fill the void—for example, Live Gamer ([www.livegamer.com](http://www.livegamer.com)) has partnered with MMORPG developers including Sony, GoPets, and Acclaim to sell virtual items. Because Live Gamer only supports transactions for items from online games it's licensed to work with, there's no question as to the scope of its rights.

### ***EULAs and the Closed World***

Every MMORPG comes with a EULA that players must agree to if they wish to play the game. The game's designers and their lawyers draft these rules to control and curtail antisocial player behavior. But in accepting the EULA's terms, players might waive significant individual rights. The EULA acts as a system of laws for the virtual world, creating a closed world that's intended to differentiate the virtual world as a game space that isn't subject to real-world laws and other requirements. If players fail to comply with the closed world's obligations, the game gods have the ability to shut down accounts, which is tantamount to the death penalty for an avatar. This is what happened in *Marc Bragg v. Linden Research, Inc.*,<sup>1</sup> a lawsuit that called into question the widely held theory that EULAs control all. Ultimately, what came out of the case wasn't a decision about virtual-property ownership but the enforceability of EULAs. The conflict between Marc Bragg, a budding virtual-world real estate developer within Second Life, and Linden Research, Second Life's creator and publisher, arose after Linden Research froze Bragg's Second Life account, including virtual items and land with a combined value of more than US\$8,000 in real-world money. Bragg allegedly took advantage of a Second Life software vulnerability that let him purchase virtual land from Linden for significantly less than if he had done so through the typical in-world auction process.

Although many believed that a conflict had finally arisen in which the court would clearly delineate what rights users had to in-game assets, Bragg and Linden ultimately settled before the courts could make any great pronouncement. However, this isn't to say that the case didn't set an important precedent: the court saw fit to invalidate a portion of the Second Life EULA that compelled users to arbitrate any and all disputes. In light of Linden's EULA reserving complete control of individual accounts, including the ability to arbitrarily shut them down while simultaneously promoting Second Life as a place with real user copyright ownership of in-world items, the court found that the EULA's language requiring Bragg to accept arbitration as his only means of recourse was unconscionable. Of great interest to publishers, gamers, and attorneys had the case gone forward were the players' rights to virtual items that the court might

have recognized or any other EULA provisions the courts might have found unenforceable.

The general terms of a closed-world EULA offers no sense of private property because the MMORPG is wholly owned by the game's publisher and builders. In some closed worlds, players can only choose avatars from the options provided (with a limited ability to modify them) and can only communicate using certain prewritten responses. Other closed worlds provide some additional freedoms or options for user creativity but under strict conditions. Closed-world EULAs usually contain similar language, providing that the game publisher owns everything in the world and that users merely have limited, revocable licenses to play the game. Moreover, to the extent that players might be able to create some items in the game that have real-world value or protection, the EULA specifically dictates that any such rights are transferred to the game publisher. Additionally, specific provisions expressly claim ownership of all content created using the game engine. Therefore, the EULA clearly defines the border between the real and the virtual worlds.

If gamers cede legal control of MMORPGs to game publishers and EULAs, players essentially negate the need to look to laws and governmental interference to protect their rights. Some proponents tout the EULA as the panacea to issues that require real-world law enforcement in the virtual world. However, included among the rights ceded to game publishers under most closed-worlds EULAs is free speech. The vast majority of EULAs let game publishers limit what players can say and can outright ban religious, political, or other speech that they consider objectionable. In *The Sims Online*, for example, a player was banned from the game for publishing a virtual newspaper called *The Alphaville Herald* that contained stories the game publisher, Electronic Arts, didn't like (<http://news.bbc.co.uk/1/hi/technology/3334923.stm>).

A certain amount of historical validity lies in the argument that an agreement to act in accordance with a code of conduct should supersede the applicability of real-world law. For instance, players know that there's an inherent risk in playing football, hockey, and other sports. However, the courts have generally found that a "magic circle" exists around these sports that limits the liability for injury unless the parties have acted outside the game rules. If liability rules have carved out magic circles in these games, it's possible that the courts could consider game EULAs in a similar vein. Players must agree to EULA terms, even those generally considered somewhat draconian, before they're allowed access to an MMORPG, specifically and contractually limiting their real-world legal rights. Under this theory, no claim for theft, arson, or murder can be made if the game and the EULA actually allow for this type of play. The "code is law" argument states

that any action is lawful if the coding for a game allows it. That being said, an individual player's rights ultimately are what a court might find important to protect, not merely what might be easy for the game publisher. Stealing a football during play is very different from stealing goods worth thousands of dollars in a virtual world—the football will be put back in play for all players to use, whereas stolen virtual goods can be sold or otherwise never again seen by their previous owners.

### **Closed vs. Open Worlds**

In contrast to closed worlds, open worlds such as *Second Life* have a much more porous barrier between the real and the virtual world. Consequently, the questions of rights and obligations are much more difficult to resolve in favor of EULA control. In some open worlds, players retain ownership of certain real-world rights to their creations. Open worlds are more like sandbox platforms that let users create content than games that have specific purposes or endpoints. Generally, open worlds let users engage in any activity they see fit and lets them monetize their creations in any way the market will bear. If the open-world trend continues and is adopted by game publishers, which seems likely, then there will be a significant need to regulate and protect intellectual property ownership. Currently, in these open worlds, individuals or virtual businesses flourish but generally don't comply with various real-world legal obligations and requirements. Because people are channeling themselves via avatars or online personalities, the argument could be made that their actions have real-world effects.

### **Virtual IP Rights**

The intersection of intellectual property laws and the virtual world raises a panoply of issues and concerns. Although rights in virtual creations are somewhat controversial, they share a common basis with other IP rights, including copyright, trademark, patent, and trade-secret law, which are more firmly grounded in real-world law.

Most MMORPG creators offer some mechanism for reporting copyright infringement because they seek to create a safe harbor as an online service provider under the US Digital Millennium Copyright Act (DMCA) from liability for infringing content that users might create or post. Almost every MMORPG EULA provides copyright holders with detailed instructions on how they can request that infringing work be removed from the game. Although the DMCA doesn't cover trademark infringement claims, several MMORPG developers have a similar system in effect that creates a potential defense for them should any trademark infringement be found in their MMORPGs.

### **Copyright Law and Virtual Worlds**

There is widespread potential for copyright infringement in open-world MMORPGs that let users create content. Infringement can take a variety of forms, including copying objects, buildings, avatar shapes and skins, clothing, sounds, and so on. Other potential infringements might include users broadcasting music or films, or sharing digital copies of books. Although many expected that litigation involving mainstream media infringement would reach the courts first, it was actually claims of alleged in-world infringement of user-created items (typically via software bugs) that did.

Two recent claims have given rise to lawsuits between MMORPG users. In *Eros LLC v. John Doe*,<sup>5</sup> the producers of the Sex Gen Bed (a virtual object that lets avatars within Second Life simulate sexual activity) brought a lawsuit against Volkov Cattaneo, a Second Life avatar who had allegedly copied the Sex Gen Bed without permission from Eros and sold it to other users for Linden dollars. Linden dollars are easily convertible into real money using an in-world currency exchange. The discovery process revealed that Volkov Cattaneo was actually a Texas teenager; although he initially denied any knowledge of the Sex Gen Bed sales, a default judgment was entered against him, and he later admitted his involvement. The action's time frame was fairly short (roughly eight months) from its initiation to ultimate settlement, but it involved a significant amount of legal wrangling that demonstrated Eros's determination to protect its rights.

Less than three months after filing the Cattaneo suit, Eros filed a second one<sup>6</sup> against Second Life avatar Rase Kenzo for copyright infringement. However, Eros wasn't alone this time around: five of Second Life's most popular virtual-item designers joined Eros in claiming that Kenzo had copied their materials and sold them without permission. Eros was able to identify the offending avatar, and within three months of filing the suit, reached a settlement with the avatar's owner for under US\$600 in damages, as well as a promise that he would no longer sell the unauthorized virtual items in his Second Life store.

Following the Eros suits, many in the community expected the number of cases brought to remedy the rampant copyright and trademark infringement within virtual worlds would skyrocket, but this hasn't been the case. Explanations for the lack of litigation vary, but many attribute the failure of these cases to fully materialize to the difficulty of tracking down and unmasking infringers combined with the high cost of bringing a lawsuit when weighed against the difficult-to-calculate and incrementally small amounts of money that individual infringements have cost designers. Only a small number of designers make enough money through

their virtual-world creations to make taking on the costs of litigation reasonable if it lets them protect their trademarks and prevent the sale of unauthorized knockoffs.

### **Trademark Law and Virtual Worlds**

Some worlds, such as There.com, have taken affirmative steps to curtail trademark infringement by reviewing and monitoring all items that its users attempt to upload. As an MMORPG's population increases, continuing to monitor all upload attempts would seem to be a Herculean task, which is why several MMORPGs have adopted infringement notification procedures as an alternative.

Some companies have decided to embrace the world of the MMORPG instead of sending out infringement notifications every time they feel their rights might have been infringed upon. In 2007, furniture maker Herman Miller established a presence in Second Life after learning that certain users were potentially infringing on its designs. Herman Miller began offering official versions of some of its products for sale and offered to replace any previously purchased knockoffs. While it's difficult to calculate the furniture maker's success, some have stated that the market for infringing Herman Miller merchandise dropped off (<http://virtuallyblind.com/2007/10/08/herman-miller-second-life>).

### **Passport to the Future**

If a player leaves one virtual world to take up residence in another, his or her virtual-property rights will be governed by two things: the virtual worlds' EULAs and the code used to build the particular virtual worlds. If players leave an open world, they likely have ownership of certain intellectual property such as copyrights or trademarks that they can choose to bring with them and use in the new virtual world. However, if players leave a closed world, the publisher theoretically retains ownership to all the intellectual property that exists in the game, and the player's license to use it will likely terminate. Therefore, any future use of the intellectual property in the context of another virtual world, or elsewhere, would likely be an actionable infringement. In most jurisdictions, the courts have yet to reach a determination as to any differences of ownership of virtual assets in open or closed worlds. However, this will likely soon change.

Putting aside the uncertainty surrounding intellectual property rights, even if players do have ownership rights to virtual property, it might have little or no value or use outside of the particular virtual world. However, game publishers don't use one specific platform or programming language to build all of the virtual worlds in existence, so there's no current way to ensure that virtual property could be taken out of a

## IEEE computer society

**PURPOSE:** The IEEE Computer Society is the world's largest association of computing professionals and is the leading provider of technical information in the field.

**MEMBERSHIP:** Members receive the monthly magazine *Computer*, discounts, and opportunities to serve (all activities are led by volunteer members). Membership is open to all IEEE members, affiliate society members, and others interested in the computer field.

**COMPUTER SOCIETY WEB SITE:** [www.computer.org](http://www.computer.org)

**OMBUDSMAN:** Email [help@computer.org](mailto:help@computer.org).

Next Board Meeting: 17 Nov. 2009, New Brunswick, NJ, USA

### EXECUTIVE COMMITTEE

**President:** Susan K. (Kathy) Land, CSDP\*

**President-Elect:** James D. Isaak; \* **Past President:** Rangachar Kasturi; \* **Secretary:** David A. Grier; \* **VP, Chapters Activities:** Sattupathu V. Sankaran; † **VP, Educational Activities:** Alan Clements (2nd VP); \* **VP, Professional Activities:** James W. Moore; † **VP, Publications:** Sorel Reisman; † **VP, Standards Activities:** John Harauz; † **VP, Technical & Conference Activities:** John W. Walz (1st VP); \* **Treasurer:** Donald F. Shafer; \* **2008–2009 IEEE Division V Director:** Deborah M. Cooper; † **2009–2010 IEEE Division VIII Director:** Stephen L. Diamond; † **2009 IEEE Division V Director-Elect:** Michael R. Williams; † **Computer Editor in Chief:** Carl K. Chang†

\*voting member of the Board of Governors

†nonvoting member of the Board of Governors

### BOARD OF GOVERNORS

**Term Expiring 2009:** Van L. Eden; Robert Dupuis; Frank E. Ferrante; Roger U. Fujii; Ann Q. Gates, CSDP; Juan E. Gilbert; Don F. Shafer

**Term Expiring 2010:** André Ivanov; Phillip A. Laplante; Itaru Mimura; Jon G. Rokne; Christina M. Schober; Ann E.K. Sobel; Jeffrey M. Voas

**Term Expiring 2011:** Elisa Bertino, George V. Cybenko, Ann DeMarle, David S. Ebert, David A. Grier, Hironori Kasahara, Steven L. Tanimoto

### EXECUTIVE STAFF

**Executive Director:** Angela R. Burgess; **Director, Business & Product Development:** Ann Vu; **Director, Finance & Accounting:** John Miller; **Director, Governance, & Associate Executive Director:** Anne Marie Kelly; **Director, Information Technology & Services:** Carl Scott; **Director, Membership Development:** Violet S. Doan; **Director, Products & Services:** Evan Butterfield; **Director, Sales & Marketing:** Dick Price

### COMPUTER SOCIETY OFFICES

**Washington, D.C.:** 2001 L St., Ste. 700, Washington, D.C. 20036  
**Phone:** +1 202 371 0101; **Fax:** +1 202 728 9614; **Email:** [hq.ofc@computer.org](mailto:hq.ofc@computer.org)

**Los Alamitos:** 10662 Los Vaqueros Circle, Los Alamitos, CA 90720-1314

**Phone:** +1 714 821 8380; **Email:** [help@computer.org](mailto:help@computer.org)

**Membership & Publication Orders:**

**Phone:** +1 800 272 6657; **Fax:** +1 714 821 4641; **Email:** [help@computer.org](mailto:help@computer.org)

**Asia/Pacific:** Watanabe Building, 1-4-2 Minami-Aoyama, Minato-ku, Tokyo 107-0062, Japan

**Phone:** +81 3 3408 3118 • **Fax:** +81 3 3408 3553  
**Email:** [tokyo.ofc@computer.org](mailto:tokyo.ofc@computer.org)

### IEEE OFFICERS

**President:** John R. Vig; **President-Elect:** Pedro A. Ray; **Past**

**President:** Lewis M. Terman; **Secretary:** Barry L. Shoop; **Treasurer:** Peter W. Staecker; **VP, Educational Activities:** Teofilo Ramos; **VP, Publication Services & Products:** Jon G. Rokne; **VP, Membership & Geographic Activities:** Joseph V. Lillie; **President, Standards Association Board of Governors:** W. Charlton Adams; **VP, Technical Activities:** Harold L. Flescher; **IEEE Division V Director:** Deborah M. Cooper; **IEEE Division VIII Director:** Stephen L. Diamond; **President, IEEE-USA:** Gordon W. Day



**Celebrating 125 Years**  
of Engineering the Future

revised 1 May 2009

particular game and ported to another world. Without the specific platform on which the virtual world is built, all players have is a string of meaningless code representing the assets that wouldn't be accessible. This could very well change in the future as more companies such as Multiverse, Icarus Studios, Proto-terra, Forterra, and others develop licensable virtual-world platforms, which could let game publishers build multiple worlds sharing the same underlying framework. Moreover, companies such as IBM and Cisco are working on a set of industry standards that might alleviate this concern. In fact, IBM announced that it had successfully "teleported" a Second Life avatar to Open Sim (but without any of its Second Life property). When code and standards become more mainstream, we might see greater opportunities for players to use one virtual world's virtual property in another world.

Only time will tell as to how courts will adjudicate these issues or how the government will seek to regulate them. However, society will need to consider the impact of such decisions and take them seriously, for they'll have wide-reaching ramifications. For these decisions to be properly considered, the courts must consult with those individuals who fully understand the virtual world's implications. □

### References

1. *Marc Bragg v. Linden Research, Inc.*, case no. 06-4925, 2006, US District Court for the Eastern District of Pennsylvania.
2. *Antonio Hernandez v. Internet Gaming Entertainment and IGE US LLC*, case no. 07-21403-Civ-Cohn/Snow, 2007, US District Court for the Southern District of Florida.
3. *Blizzard Entertainment Inc., v. In Game Dollar, LLC*, case no. 8:07-cv-00589-JVS-AN, 2008, US District Court for the Central District of California.
4. *BlackSnow Interactive v. Mythic Entertainment Inc.*, case no. 02-00112, 2002, US District for the Central District of California.
5. *Eros, LLC v. John Doe*, case no. 2007cv01158, 2007, US District Court for the Middle District of Florida.
6. *Eros, LLC v. Thomas Simon*, case no. 07 CV 4447, 2007, US District Court for the Eastern District of New York.

*Sean F. Kane is a member of Drakeford & Kane and manager of the firm's intellectual property practice group. He has a JD from Fordham University School of Law, and a BA in political science and history from Villanova University. Kane is a member of the American Bar Association's Section of Science & Technology Law, the American Arbitration Association's IP Panel of Neutrals, and the International Game Developers Association (IGDA). Contact him at [skane@drakefordkane.com](mailto:skane@drakefordkane.com).*