United States Copyright Office
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November 3, 2010

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4215 Glencoe Avenue, 2nd Floor
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Re: UNCLE MEAT
BURNT WEENY SANDWICH
Copyright Control Number: 60-505-3405(B)

Dear Mr. Sloane:

The Copyright Office Review Board is responding to your request, dated December 19, 2008 as subsequently amended in a letter dated February 25, 2009, in which you requested a second reconsideration of the Copyright Office's refusal to register the album cover artwork on the above indicated sound recordings. You have made this request on behalf of the Zappa Family Trust.

The Copyright Office Review Board (the "Board") has reviewed the correspondence, the applications, and the deposits in this case. Its analysis and conclusions are set forth below.

I. ADMINISTRATIVE RECORD

On December 21, 1995, the Copyright Office ("Office") received applications for "Burnt Weeny Sandwich" and "Uncle Meat" which sought registration for "cover art and design." These applications list Zappa Family Trust as the claimant and alleged that the works were first published on May 2, 1995.

On November 25, 1997, Mr. John M. Martin, an examiner on the Office's Visual Arts Section, received a letter addressing revised applications for fifty-one works from Patricia J. Campbell, an attorney at your firm, on behalf of the Zappa Family Trust. One of the applications accompanying the letter was for "Burnt Weeny Sandwich." The application sought registration for "photograph, artwork." It listed Zappa Family Trust as the claimant and indicated that the work was first published on February 1, 1970. Another one of the applications accompanying the letter was for "Uncle Meat." The application sought registration for "artwork, text." It listed Zappa Family Trust as the claimant and indicated that the work was first published on March 17, 1969.

In letters dated July 8, 1999, December 3, 1999, January 3, 2003 and April 16, 2003, attorneys at your firm wrote to Mr. Martin on behalf of the Zappa Family Trust regarding several applications including the applications for "Burnt Weeny Sandwich" and "Uncle Meat" received on November 25, 1997. These letters referenced numerous conversations regarding efforts to match up revised applications with the appropriate deposits. The letters inquired as to the status of several applications and offered assistance if there was a need for replacement deposits.[1] (Letters to Martin from Dillaplain and Sloan, of 7/8/1999, 12/3/1999, 1/3/2003, and 4/16/2003).

In a letter dated June 30, 2004, Supervisory Examiner William R. Briganti responded to an inquiry regarding the status of several copyright claims submitted on behalf of the Zappa Family Trust, naming the Zappa Family Trust as the claimant. While Mr. Briganti's letter addressed several copyright claims, only the claims for "Burnt Weeny Sandwich" and "Uncle Meat" are relevant to the current second requests for reconsideration. With regard to the two claims for "Burnt Weeny Sandwich" and "Uncle Meat" (the "Works"), Mr. Briganti noted that both Works were published prior to the January 1, 1978 effective date of the current copyright statute and were therefore governed by the 1909 statute, which requires clear identification of the proprietor at the time of publication. Mr. Briganti observed that the copyright notification on the deposit for "Burnt Weeny Sandwich" states "All compositions & arrangements copyrighted 1969 by Frank Zappa Music, Inc." He also observed that the copyright notification on "Uncle Meat" states "© 1969 all lyrics, music and arrangements of this material copyrighted for the world by Frank Zappa Music." Mr. Briganti noted that neither of the notices identified the Zappa Family Trust as the copyright proprietor in the copyright notice. Mr Briganti also stated that the copyright notification on both deposits do not pertain to the album cover, to which he added, "[i]f this work was not published with an acceptable copyright notice that pertains to the cover artwork, registration must be refused. Otherwise the application is acceptable." (Letter to Sloane from Briganti, of 6/30/2004 at 1-2).

On September 20, 2006, you sent Mr. Briganti revised applications for several works. However, only the revised applications for "Burnt Weeny Sandwich" and "Uncle Meat" are relevant to the current request for reconsideration. The application for "Burnt Weeny Sandwich" sought registration for "photograph, artwork" and listed Frank Zappa Music as the claimant and indicated that the work was first published on February 1, 1970. The application for "Uncle Meat" sought registration for "artwork, text" and listed Frank Zappa Music as the claimant and indicated that the work was first published on March 17, 1969. (Letter to Briganti from Sloane, of 9/20/2006).

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[1] During this timeframe, the Office corresponded with your firm in reference to revisions of applications for registration of several other works. Additionally, the Office considered first and second requests for reconsideration for the Zappa Family Trust's applications for the work entitled "GTO's Permanent Damage," which the Board ultimately registered.

Your September 20, 2006 letter stated that these applications listing Frank Zappa Music as the claimant conformed with the copyright notice on the albums. You also indicated your disagreement with Mr. Briganti's statement, in his June 30, 2004 letter, that if the Works were not published with an acceptable copyright notice that pertains to the cover artwork, registration must be refused. Furthermore, you asked him to reconsider this position. In doing so, you relied on case law regarding the principle of "unit of publication" *i.e.* that copyright notice affixed to one "unit of publication" may extend protection to all copyrightable elements within the unit of publication. You also argued that the Board having previously decided in your client's favor on this issue, concluding that the notice on the work entitled "GTO's Permanent Damage" did extend to the artwork despite the fact that the notice for that work stated "All selections Copyright 1969 by Bizarre Music, Inc." Additionally, you argued that as a matter of policy the Office should take a liberal view of copyright notices in order to afford the copyright owner the most protection possible. You asserted that such a liberal view is especially appropriate where no member of the public has claimed any detrimental reliance to the contrary, as you allege to be the case for the Works. *Id* at 1-4, Citing (Letter from Board to Sloane, of 9/19/2006).

In a letter dated April 14, 2008, Mr. Briganti wrote you to inform you that the Office registered several of your client's claims. Mr. Briganti also informed you that if you desired to pursue reconsideration of the refusal to register the claims in "Burnt Weeny Sandwich" and "Uncle Meat," you needed to follow the Office's formal reconsideration procedure. He also noted that the Office's decision regarding the copyright notice in the work entitled "GTO's Permanent Damage" pertains to the specific wording in the copyright notice in that work only. He pointed out that different wording appeared on the copyright notices for "Burnt Weeny Sandwich" and "Uncle Meat," and therefore the decision regarding "GTO's Permanent Damage" does not preempt the need for formal reconsideration of the claims for "Burnt Weeny Sandwich" and "Uncle Meat." (Letter to Sloane from Briganti, of 4/14/2008).

In a letter dated August 5, 2008, you formally requested reconsideration of the Office's refusal to register the cover artworks for the Works. In making this request you argued that the doctrine of unit of publication should apply. You asserted that, in the 1960s in particular, album artwork was considered an integral part of the musical package. You went on to argue that the "arrangements" in the Works included the selection and use of unique artwork that is an integral part of each album package. Additionally, you opined that the Office's decision to register cover art for the album entitled "GTO's Permanent Damage" should be considered in the Office's consideration of the Works. In doing so you attempted to equate the word "selections" as used in the copyright notice for "GTO's Permanent Damage" with the word "arrangements" in the copyright notices for the Works. You also cited several dictionary definitions of "arrangement" arguing that they indicate that the word "arrangement" is not limited to music on the album. Finally, you argued that as a matter of public policy the Office should take a liberal view of copyright notice in order to afford the most protection possible. (Letter to Copyright R&P Division from Sloane, of 8/5/2008).

In a letter dated September 26, 2008, Attorney-Advisor Virginia Giroux-Rollow responded to your request for reconsideration of the refusal to register the claim in the album cover artwork for the Works. After reviewing the Works in light of the arguments raised in your letter, Ms. Giroux-Rollow again refused to register the artwork appearing on the album covers. She noted that the copyright law in effect in 1969 and 1970, the years in which the Works were first published, required proper notice. She concluded that the notices on the Works are explicitly limited to musical compositions and arrangements and therefore extend solely to the musical material (*i.e.* lyrics, compositions and arrangements) appearing in each work. (Letter to Sloane Division from Giroux-Rollow, of 9/26/2008 at 1).

Ms. Giroux-Rollow acknowledged that courts have held that a "general" copyright notice affixed to one "unit of publication" may extend protection to all copyrightable elements within the unit of publication. However, she noted that none of the cited cases applied this principle in the case of restrictive or limited copyright notices. Finally, with regard to the Board's previous decision to register cover art for the album entitled "GTO's Permanent Damage," Ms. Giroux-Rollow stated that although the notice in that case was limited, the Board "determined that the term 'selections' appearing in the copyright notice was so vague that it could not conclude that the Copyright notice did not extend to the 'artwork' as well as the 'musical selections.'" *Id.* at 2.

In a letter dated December 19, 2008, you requested a second reconsideration of the refusal to register the claim in the album cover artwork for the Works. (Letter to Copyright R&P Division from Sloan, of 12/19/2008). This request for reconsideration was subsequently amended in a letter dated February 25, 2009. (Letter to Copyright R&P Division from Sloan, of 2/25/2009). Your request reiterated your earlier reliance on case law regarding the principle of "unit of publication" *i.e.* that copyright notice affixed to one "unit of publication" may extend protection to all copyrightable elements within the unit of publication. You argued that while the cited cases do all involve "general" copyright notices, none of the courts specifically indicated that the application of the unit of publication principle should be limited to cases of "general" copyright notice, and that therefore the Office's reading of those cases is too narrow. You further noted that the only identifiable case discussing pre-1978 law that characterized copyright notices as "limited" or "restricted" was *Bull Publishing Co. v. Sandoz Nutrition Corp.* 13 U.S.P.Q.2d 1678 (N.D. Cal. 1989), which used the phrase "limited notice" to mean "limited publication" *i.e.* a publication so limited that omission or insufficiency of notice could be excused. (Letter to Copyright R&P Division from Sloan, of 12/19/2008, at 1-6).

You then reasserted that the Office's decision to register a work which it had previously refused, involving cover art for the album entitled "GTO's Permanent Damage," should be considered in the Office's consideration of the Works. In this regard, you disputed the finding that the word "selections" was deemed "vague" while the notices on the Works were not deemed "vague" but rather found to be "clearly restrictive and explicitly limited to

the 'musical' compositions and arrangements." (Letter to Copyright R&P Division from Sloan, of 12/19/2008, at 6-7, *Citing* Letter to Sloane from Giroux-Rollow, of 9/26/2008). You conceded that the copyright notices do not specifically refer to artwork. However, you claimed that just like the word "selections" as used in the notice on GTO's Permanent Damage," the word "arrangements" as used in the notices on the Works is not limited to musical selections in the albums. You argued that because the notices are not limited as the Office claims, they satisfactorily put consumers on reasonable notice that copyright in the artwork is claimed. In support of this notion you pointed to dictionary definitions for both words as evidence that they should not necessarily be narrowly construed to apply to musical works. You then asserted that since the primary intended audience of the notice were customers rather than musicians, the word arrangements should not be viewed narrowly as a musical term of art. Instead, you argued that use of word "arrangements" in the notices describes more than just the musical elements contained in each Work and that the notices do extend to the artwork. (Letter to Copyright R&P Division from Sloane, of 12/19/2008, at 6-7).

You went on to argue that as a matter of public policy the Office should take a liberal view of copyright notice in order to afford the most protection possible. In this regard you noted that copyright ownership in the cover art has not been challenged and asserted that this supports the position that copyright notice has been sufficient to advise the public that the artwork is protected under copyright. *Id.* at 8-9

In the amendment to your second request for reconsideration, you cited to Section 21 of the 1909 Act which provides:

> "Where the copyright proprietor has sought to comply with the provisions of this title with respect to notice, the omission by accident or mistake of the prescribed notice from a particular copy or copies shall not invalidate the copyright or prevent recovery for infringement against any person who, after actual notice of the copyright, begins an undertaking to infringe it..."

17 U.S.C. 21 (1973).

You conceded that courts have generally held that "the absence of a proper notice due to mere negligence or oversight was not excused by Section 21 since in such circumstances the proprietor had not 'sought to comply.'" You then asserted that in this instance the defect was not caused by the owner of the work, but instead was caused by Warner Bros. (Letter to Copyright R&P Division from Sloan, of 2/25/2009 *Citing* Nimmer on Copyright § 7.13[A][2][a]). You then cited to *Videotronics, Inc. v. Bend Electronics* which, applying the 1976 Act, found insufficient copyright notice on the work in question but also found that Section 405(a)(2) of the 1976 Act excuses failure to incorporate an adequate notice if "a

'reasonable effort' has been made to add it." You then urged that the Office adopt this "reasonable effort" test to your application. *Id.* Citing *Videotronics, Inc. v. Bend Electronics*, 586 F.Supp 478 (D.Nev. 1984). You argued that when Frank Zappa relied on the legal expertise of Warner Bros. in formulating and affixing the notices his reliance was reasonable. Furthermore, you asserted that when Frank Zappa regained control of the albums and republished them in 1987 and 1991, he chose notices that were general in nature and in no way exclude the artwork. You maintained that these acts demonstrate that he sought to comply with the 1909 Act and that he took "reasonable" steps in doing so including later correcting any deficiencies. (Letter to Copyright R&P Division from Sloan, of 2/25/2009).

II. ANALYSIS

A. Notice of Copyright

The 1909 Copyright Act was the law in effect in 1969 and 1970, the years in which the Works were first published. As such, discussion of the 1976 Act is irrelevant in determining the sufficiency of the notice on the Works or any supposed opportunity cure insufficient notice. Under the 1909 Act, notice was very clearly required to "consist either of the word "Copyright", the abbreviation "Copr.", or the symbol ©, accompanied by the name of the copyright proprietor, and if the work be a printed literary, musical, or dramatic work, the notice shall include also the year in which the copyright was secured by publication." 17 U.S.C. § 19 (1970). It is true that notice not in compliance with these requirements was accepted by courts in some cases when it was clear what work the notice applied to, who the applicant was, and what the year of publication was. However, regardless of any urging to take a liberal view of copyright notice or whether there has been a challenge to the sufficiency of the notice, it is "clear even under the 1909 Act that a substantial unexcused deviation from the prescribed statutory form of notice would be held fatal to the copyright even if neither the defendant nor anyone else was shown to have been misled by reason of such deviation." Nimmer on Copyright § 7.14[A][2]

As previously indicated, the only copyright notice on "Burnt Weeny Sandwich" states "All compositions & arrangements copyrighted 1969 by Frank Zappa Music, Inc." and the only copyright notice on "Uncle Meat" states "© 1969 all lyrics, music and arrangements of this material copyrighted for the world by Frank Zappa Music." The Board does not disagree that these notices placed on the back of the published and distributed albums are sufficient to offer copyright protection in the "musical compositions" alternatively known as "lyrics" and "music" as well as the "arrangements" thereof. However, it is not so clear whether these notices, which are specific in their reference to certain types of works, cover works other than those that are specified in the notice.

Logic and common sense would lead one to conclude that these restrictive copyright notices apply only to "compositions," "lyrics," "music" and "arrangements" and do not extend to text, photographs or artwork as was claimed in the most recent applications. In your requests for reconsideration and amendments thereto, you have not asserted that the copyright notices address text or photographs. Additionally, by your own admission, the copyright notices do not specifically address artwork. Specifically, you stated, "the copyright notices ... do not specifically refer to artwork" and "the album artwork is not specifically enumerated in the copyright notices." (Letter to Copyright R&P Division from Sloan, of 12/19/2008, at 4 & 7).

The Board acknowledges that the cases you cited validly stand for the principle that a "general" copyright notice appearing on one element of a work is sufficient to extend protection to all elements of the "unit of publication." However, none of those cases involve situations in which the copyright notices contained language that appeared to confine the scope of the copyright claim. Furthermore, despite the fact that you only found one inapplicable reference to "limited notice" in case law, the principle is not novel. The Office regulations in effect in 1969 and 1970 when publication of the Works took place distinguish "restricted" and "limited" notices as ones that apply *exclusively* to certain elements. 37 CFR § 202.2(b)(11) (1969 & 1970).[2] Additionally, *Compendium I of the Copyright Office Practices* (*"Compendium I"*) refers to "limited notice" as notice limited to "a portion of the work" or "specified portions or features of the work." *Compendium I* § 4.4.4.

With regard to your assertion that Section 21 of the 1909 may apply, the Board notes that the instant cases do not concern an instance involving "the omission by accident or mistake of the prescribed notice from *a particular copy or copies.*" Rather, it appears by all indication that *all* of the copies of the Works that were distributed up until 1987 and 1991 respectively contained insufficient notice. Therefore, the exceptions in Section 21 of the 1909 Act do not appear to be applicable. *Lopez v. Electrical Rebuilders, Inc.*, 416 F. Supp. 1133 (C.D. Cal. 1976) (Section 21 inapplicable where omission from one entire issue or edition).

B. Use of the Term "Arrangements"

The Board is skeptical of your assertion that the language and placement of the notice would apprise a reasonable consumer that the music as well as the artwork in each Work is protected. Leading general usage dictionaries, including several of those to which you cite in your August 5, 2008 letter, contain definitions of "arrangement" that indicate usage within the musical realm.[3] The Board also notes that several leading musical

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[2] "The notice is restricted or limited exclusively to an uncopyrightable element, either by virtue of its position on the work, by the use of asterisks, or by other means" 37 CFR § 202.2(b)(11) (1969 and 1970)

[3] http://www.merriam-webster.com/dictionary/arrangement Revisited 10/29/10. http://wordnetweb.princeton.edu/perl/webwn?s=arrangement Revisited 10/29/10.

dictionaries clearly indicate that "arrangement" is a musical term of art.[4] Additionally the Board points out that in your letter dated August 5, 2008, you conceded that "arrangement" is a musical term of art. While, the Board acknowledges that several dictionaries include definitions of "arrangement" that indicate usage and meaning beyond the musical realm, it points out that context in the usage of words offers a great measure of guidance with regard to their meaning. In this instance, use of the word "arrangements" occurs in the context of copyright notices on albums of musical works. Furthermore, the notices use the word "arrangements" in a context in which the other identified items, namely "lyrics," "music," and "compositions," all relate to authorship in musical works. When the word "arrangements," which is indisputedly a musical term of art, is used in such musical contexts, it strains credibility to argue that the audience, including consumers, would not associate the term with the underlying musical works (especially when the notice was issued prior to 1972 when the sound recordings embodied within the album were not subject to federal copyright protection).

In addition to the clearly apparent musical context on the notices in question, the Board considers the legal context in which the word is used. The 1909 Copyright Act uses the word "arrange" and its derivative "arrangement" three times. Twice the term is used in the context of musical works: "to arrange or adapt it if it be a musical work" 17 U.S.C. § 1(b) (1970); and "To perform the copyrighted work publicly for profit if it be a musical composition; and for the purpose of public performance for profit, and for the purposes set forth in subsection (a) hereof, to make any arrangement or setting of it or of the melody of it in any system of notation or any form of record in which the thought of an author may be recorded and from which it may be read or reproduced" 17 U.S.C. § 1(e) (1970). One time it is used in the context of compilations, a type of work for which no claim is made in the instant cases. 17 U.S.C. § 7 (1970). Given these strong contextual indications, the Board finds that the particular use of the word "arrangements" serves to limit or restrict the notices to arrangements of music, compositions and lyrics, and that the term is not so vague that it could be construed to extend to the 'artwork' accompanying the album. Furthermore, the Board finds no authority for concluding that a lack of any challenge to ownership is evidence that copyright notice has indeed been sufficient. Therefore, the Board concludes that persons seeing copies of the albums were not on reasonable notice that copyright in the artwork was claimed.

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http://encarta.msn.com/encnet/features/dictionary/DictionaryResults.aspx?lextype=3&search=arrangement Revisited 10/29/10.
The American Heritage Dictionary of the English Language
Dictionary.com: Collins English Dictionary - Complete & Unabridged 10th Edition (2009); and Random House Dictionary, Random House, Inc. (2010).

[4] http://www.music.vt.edu/musicdictionary/texta/Arrangement.html Revisited 11/2/10.
http://www.oxfordmusiconline.com/subscriber/article/opr/t237/e561?q=arrangement&hbutton_search.x=45&hbutton_search.y=10&hbutton_search=search&source=omo_t237&search=quick&pos=1&_start=1#firsthit Revisited 11/2/10.

C. Prior Consideration of Claim for "GTO's Permanent Damage"

When deciding whether or not to register a work, the Office does not compare works that have already been registered. However, in this case the Office will address the arguments put forward relating to the Board's decision to register the album artwork on "GTO's Permanent Damage" based on use of the term "selections" on the copyright notice.

The Board's practice when writing letters reflecting decisions to register a work is to write very short letters that simply relate that the Board has determined that the work shall be registered. Unlike letters announcing the Board's decision to uphold a refusal to register a work, the Board's letters announcing a decision to register a work do not articulate the reasons for the Board's determination. However, the Board recalls well the circumstances surrounding the decision to register the copyright relating to "GTO's Permanent Damage," and to the extent that it is useful to relate the reasons for that decision in order to explain its decision upholding the refusal to register the copyrights in the artwork involved in "Uncle Meat" and "Burnt Weeny Sandwich," the Board will do so.

The Board considered the question in the case of "GTO's Permanent Damage" to be a very close call at best. The Board might easily have concluded that in context, the word "selections" in the copyright notice for "GTO's Permanent Damage" referred only to the musical selections on the record album. Indeed, that appeared to be the most natural meaning of the word "selections" in that context.

However, the Board was unable to find any authoritative support in case or statutory law or in general or specialized dictionaries that confirmed the Board's intuition that in the context of a record album, the word "selections" is a term of art referring to the musical selections that appear on the album. Because of that, and because an objective reading of the words "All selections Copyright 1969 by Bizarre Music, Inc." might reasonably, even in the context of a record album, be understood to refer to all copyrightable authorship that was selected for inclusion in the deposited material, the Board concluded that, in the words of its September 19, 2006 letter relating to "GTO's Permanent Damage," "the Board cannot conclude that the copyright notice on the album cover does not extend to the artwork." Notably, the Board did not say it concluded that the copyright notice did extend to the artwork. Rather, the Board decided that because it could not definitively conclude that the word "selections," used in the context of a copyright notice on an album cover, is a term of art that referred only to the musical selections, it was compelled to give your client the benefit of the doubt in that case. (Letter from Board to Sloane of 9/19/2006).

In contrast, the Board has no doubt about the meaning of "arrangements" in the context of the copyright notices for "Uncle Meat" and "Burnt Weeny Sandwich." First, a key distinction between the decision in "GTO's Permanent Damage" and the decision in this case is that in the former case, the Board was unable to find any authority that the word

"selection" was a term of art in the field of music. In contrast, there is ample authority -- in general dictionaries, in the field of music, and in the context of copyright law -- that "arrangement" is in fact a term of art referring to a particular form of musical authorship.

Second, the copyright notices for "Uncle Meat" and "Burnt Weeny Sandwich" each provide, within the four corners of the notices themselves, sufficient context to indicate that the meaning of the term "arrangements" as used in the notices was the narrower meaning referring to a form of musical authorship, and not a broader meaning, relating to a collection or grouping of things, found in some of the dictionaries cited at p. 4 of your August 5, 2008 letter. The copyright notice for "Uncle Meat" referred to "all lyrics, music and arrangements of this material" and the copyright notice for "Burnt Weeny Sandwich" referred to "all compositions & arrangements." As noted above, the use of the word "arrangements" in this context clearly signals that word is being used in its narrower, musical meaning since the other words ("lyrics," "music," and "compositions") all refer to forms of musical authorship when they are used together to describe a single, related referent.

In contrast, the word "selections" appears alone in the copyright notice for "GTO's Permanent Damage." Within the four corners of the "GTO's Permanent Damage" copyright notice, there is nothing to indicate whether the word is used in the everyday sense that "selections" ordinary conveys or in a narrower, more specialized sense relating to music.

D. Authority with Respect to Limited or Restrictive Copyright Notices

Notwithstanding the foregoing analysis, the Board's examination of statutory, judicial other authorities has revealed little support for the conclusion that a limited or restrictive copyright notice, *i.e.*, a notice that appears to state that copyright is claimed in only a portion of the authorship that appears on the copy to which the notice is affixed, has the legal effect of limiting the scope of the copyright owner's claim and that a general publication with a limited copyright notice has the effect of injecting that authorship that is not specified in the notice into the public domain. The former Copyright Office regulations and *Compendium I* provisions cited above related to whether a copyright notice that "is restricted or limited exclusively to an uncopyrightable element, either by virtue of its position on the work, by the use of asterisks, or by other means," is a defect that would require the Copyright Office to reject an application for registration. While the logic of those provisions suggests that by the same token, the Office would reject an application to register matter that is outside the scope of the matter specified in a limited or restricted copyright notice, those provisions do not address that issue. Nor has the Office found any statutory or judicial authority on the subject.

"It is the practice of the Copyright Office, under the 'rule of doubt,' to resolve doubtful claims in favor of registration where a reasonable argument can be made that a court would sustain the claim." Registration of Claims to Renewal of Copyright, 46 Fed.

Reg. 49,145, 49,147 (Oct. 6, 1981); *see Compendium II of Copyright Office Practices* §108.07 1984) ("The Copyright Office will register the claim even though there is a reasonable doubt about the ultimate action which might be taken under the same circumstances by an appropriate court with respect to whether ... the other legal and formal requirements of the statute have been met"). In fact, faulty copyright notice is one of the few areas in which the *Compendium* expressly provides for the use of the rule of doubt. *Id.*, § 1005.

Due to the paucity of authority, the Office cannot say with confidence that a court would reach the same result that is reached in the analysis set forth above. Although the Office rarely applies the rule of doubt, this appears to be an appropriate case for its application.

III. CONCLUSION

For the reasons stated above, the Copyright Office Review Board has determined that certificates of registration should be issued under the rule of doubt for "Uncle Meat" and "Burnt Weeny Sandwich. However, the Board notes that while the first two sets of applications for the Works named Zappa Family Trust as claimant, the most recent applications names Frank Zappa Music (a dba for Frank Zappa) as claimant. Additionally, the Board observes that Frank Zappa was deceased when all of the applications for the Works were filed. Therefore, the Board is remanding the applications to the Office's Visual Arts and Recordation Division, which will contact you to clarify the claimant for the works and the proper effective dates of registration.

This decision constitutes final agency action.

Sincerely,

/S/

David O. Carson
General Counsel
for the Review Board
United States Copyright Office