

Miramax/Tarantino Suit Highlights NFT Difficulties in Mysterious Suitcase of Copyrights Rights

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Non-Fungible Tokens (NFTs) have made another court appearance, with Miramax, LLC filing a [complaint](#) in the Central District of California in an attempt to stop Quentin Tarantino from auctioning off seven *Pulp Fiction*-based NFTs. At the center of the dispute is whether the content Tarantino wants to sell as represented by the NFTs is encompassed by rights that Tarantino reserved when he assigned the bulk of his rights in *Pulp Fiction* to Miramax.

According to the complaint filed by Miramax, each of the NFTs forming part of Tarantino's collection will include "one-of-a-kind" *Pulp Fiction* content, such as Tarantino's original handwritten screenplay pages for a single scene, personalized audio commentary by Tarantino, and a drawing that will be inspired by some element from the scene. As we summarized in our [previous post on NFTs](#), an NFT is basically a unique digital certificate representing ownership of a unique thing. So, while the unique content represented by the NFTs is linked to separately, the NFT token or certificate will serve as the record of ownership of that content. Per the [Tarantino NFT website](#), the owner of the NFT could choose to keep the secret content unlocked through the NFT to themselves for all eternity, share the secrets with a few trusted loved ones, or share the secrets with the world.

The fact that the sale of each Tarantino NFT is an individualized, one-time sale, is at the heart of the dispute. According to Tarantino, selling NFTs representing screenplay pages for particular scenes falls under his right to "screenplay publication," one of the rights he reserved in his 1993 assignment to Miramax. Miramax argues that since the sale is a one-time transaction, it does not constitute publication (i.e., the distribution of copies to

the public) and thus is a right belonging to Miramax, not Tarantino. Miramax also objects to Tarantino's use of *Pulp Fiction* branding to sell the NFTs, also asserting claims copyright infringement, trademark infringement, and unfair competition along with its breach of contract claim.

This isn't the first TCMA blog-post on NFTs, and it won't be the last, as the minting and auctioning of NFTs is proving to be a lucrative business. In its complaint, Miramax concedes that the case is important in the precedent it sets for others, noting that Tarantino's sale "could mislead others into believing they have the rights to pursue similar deals or offerings, when in fact Miramax holds the rights needed to develop, market, and sell NFTs relating to its deep film library."

At the end of the day, the resolution of this case will come down to the court's interpretation of what the parties intended by the right of "screenplay publication" that was retained in the 1993 assignment between Tarantino and Miramax, when NFTs were nowhere on the horizon. Now that they're here, parties need to consider who should have the right to exploit this new form of digital content and ensure that it's expressly addressed in any copyright transactions.