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- [Selecting a Lawyer](#)
- [Lawyers' & Clients' Responsibilities to Each Other](#)

[Ask a Lawyer](#) > [Question & Answer Archive](#)

## Ask a Lawyer Archive



Unauthorized Use of Logo: What Recourse Is Available To The Logo Designer?

[Kristie Prinz](#)

**Q.** I was asked by a local business to design a logo. I completed the design work, but have yet to be paid in full for that work. Despite this fact, the business has begun using the logo on its web site and its brochures, and has removed my signature, which was previously on the artwork. When I raised the issue with the business, I was told that it was the business's logo and the business could do as it wished with the logo. I do not have a written contract with the business, but it has breached our oral agreement. What recourse do I have?

-- Vincent

**A.**

Based on the facts you have provided, you likely remain the owner of the copyright in the logo you designed. You also may have recourse against the business on copyright infringement grounds, since the business is using your design without permission.

Copyright protection exists in designwork immediately when it is created in fixed form. As the creator of the artwork, you own the copyright in the artwork, unless you (i) assign your rights in the artwork to a third party or (ii) the work was made for hire.

Section 101 of Copyright Act defines a "work made for hire" as:

(i) a work prepared by an employee within the scope of his or her employment or (ii) a work specially ordered or commissioned for use as (a) a contribution to a collective work; (b) a part of a motion picture or other audiovisual work; (c) a translation; (d) a supplementary work; (e) a compilation; (f) an instructional text; (g) a test; (h) answer material for a test; or (i) an atlas, provided that the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire. For the purpose of this definition, a "supplementary work" is defined as a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, such as forewords, afterwords, pictorial

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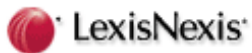
In the facts you have presented, your design work does not constitute a work made for hire, since you never signed a written agreement with the business stating that the work was made for hire. Also, you never assigned your rights in the design work to the business or any other third party. Thus, you remain the owner of the copyright in the design and can enforce your rights in that copyright.

My advice would be to consult with a litigator in your jurisdiction with expertise in copyright litigation regarding the specific facts of your case. Such an attorney will be in a position to advise you of your best course of action. Incidentally, you may also have a claim against the business on contract grounds, so you should make a point of raising this issue with the litigator you consult, as well as any other issues that might be relevant to your case.

-- Kristie Prinz

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