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*Mission Product Holdings Inc. v. Tempnology, LLC*, No. 17-1657

Section 365 of the Bankruptcy Code provides that a bankruptcy trustee may “assume or reject any executory contract” of the debtor and that “the rejection of an executory contract ... constitutes a breach of such contract.” The Supreme Court today granted certiorari to decide whether the decision of a bankruptcy trustee to terminate a debtor’s agreement to license intellectual property thereby terminates the rights of the licensee to use the intellectual property.