Exhibit 1

OCEAN TOMO™
INTELLECTUAL CAPITAL EQUITY™

Via Electronic Mail

June 27, 2007

Mr. Bert B. Young
Chief Financial Officer
The SCO Group, Inc.
355 South 520 West
Lindon, Utah 84042
byoung@SCO.com

Re: Engagement of Ocean Tomo, LLC

Dear Mr. Young,

We are pleased to send this letter agreement ("***Agreement***") to confirm our understanding that The SCO Group, Inc. ("***SCO***") has engaged Ocean Tomo, LLC ("***Ocean Tomo***") as its exclusive agent in connection with marketing the patent listed in *Exhibit A* (the "***Assets***"), and to assist you in consummating transaction/s to sell the rights in and to such Assets, all on the terms and conditions set forth below.

1. Services. In connection with its engagement hereunder, Ocean Tomo shall perform the following services:

   a) Analyze the Assets in which SCO claims a beneficial ownership interest;
   b) Review relevant documents and data produced by SCO;
   c) Research, as appropriate, third-party sources for industry data;
   d) Interview SCO personnel and/or counsel knowledgeable of the Assets and/or markets;
   e) Assist in the identification of targets and develop with SCO personnel appropriate strategies and tactics to approach targets;
   f) Identify jointly with SCO personnel individual contacts to-be made at the targets;
   g) Prepare marketing materials to be forwarded to targets;
   h) Initiate contact with targets, as mutually agreed, and coordinate communication among parties;
   i) Organize process to receive indications of interest and/or proposals from interested parties;
   j) Assist SCO in evaluating proposals to achieve a transaction/s consistent with SCO objectives;
   k) Assist in selecting final proposal/s;
   l) Assist in negotiation of definitive purchase agreement/s;
   m) Close any resulting transaction/s; and
   n) Provide other services as mutually agreed between SCO and Ocean Tomo necessary to complete the transaction.

SCO acknowledges that Ocean Tomo does not guarantee any success in consummating a Transaction/s for SCO and shall have no liability to SCO in the event no Transactions occur. OCEAN TOMO IS NOT A REGISTERED BROKER-DEALER AND WILL NOT ENGAGE IN EFFECTING SECURITIES TRANSACTIONS OR OTHERWISE ENGAGE IN ANY OTHER ACTIVITIES THAT REQUIRE BROKER-DEALER REGISTRATION.

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Chicago, Illinois 60606
312.327.4400
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2. Compensation. SCO will pay to Ocean Tomo a non-refundable retainer in the amount of US$25,000 (the "Retainer") due upon execution of this Agreement. If any Transaction is consummated with regard to the Assets during the Term of this Agreement or thereafter as specified in Paragraph 8(e), SCO shall pay to Ocean Tomo a "Success Fee". The Success Fee shall be calculated based on the Aggregate Value (defined below) of each completed Transaction, shall be payable in cash upon consummation of each Transaction and shall be equal to fifteen percent (15%) of the first $5,000,000 USD (five million dollars) of Aggregate Value and twelve percent (12%) of the Aggregate Value that exceeds $5,000,000 USD (five million dollars). The amount of the retainer will be credited against the Success Fee. Ocean Tomo will not receive any Success Fee for any Transaction that fails to close. The parties agree that the Aggregate Value of a Transaction/s will be sent to Ocean Tomo who will in turn immediately pay the Aggregate Value of a Transaction less the Success Fee to SCO.

"***Aggregate Value***" means the aggregate value of all cash, securities and other property received by or paid to SCO, directly or indirectly (by operation of law or otherwise), from or by a third party in connection with a Transaction. In the event that the consideration paid or received in a Transaction is paid in whole or in part in the form of securities or other property, then, for purposes of calculating the Success Fee hereunder, the value of such securities or other property shall be the fair market value thereof (as determined by generally accepted valuation methods used in the ordinary course of Ocean Tomo's business) on the day immediately preceding the consummation of such Transaction; provided, however, that if such securities consist of securities with an existing public trading market, the value thereof shall be determined by the average of the last sales prices of such securities on the 20 trading days immediately preceding the consummation of such Transaction. Any amounts payable to SCO or a third party, any of its stockholders or any affiliates in connection with a non-competition, employment, consulting, licensing, supply or other agreement shall be deemed consideration. Any contingent or conditional consideration will be valued using generally accepted valuation methods as used in the ordinary course of Ocean Tomo's business. If the consideration to be paid is computed in a foreign currency, the value of such foreign currency, for purposes of calculating the Success Fee, shall be converted into U.S. Dollars at the prevailing exchange rate on the date on which the Transaction is consummated.

"***Transaction***" means the sale, licensing, and/or execution of alternative transaction structures for the Assets, and any sale, purchase or other form of transaction whereby, directly or indirectly, control of, or a material interest in, the Assets or any portion of the Assets is transferred directly or indirectly for consideration from SCO to a third party, including, without limitation, a sale or exchange of capital stock or assets, a merger or consolidation, a tender or exchange offer, or any similar transaction which results in the transfer, sale or license of all or any portion of the Assets from SCO to a third party.

3. Confidentiality. In connection with this engagement, SCO agrees to furnish Ocean Tomo with all information concerning SCO and the Assets that Ocean Tomo deems reasonably appropriate (*e.g.*, demos, presentations, *etc.*) and to provide it with reasonable access to SCO's employees, accountants, counsel and other representatives, it being understood that Ocean Tomo will rely solely upon such information supplied by SCO and its representatives, without assuming any responsibility for the accuracy or completeness of such information, or the independent investigation or verification thereof. SCO represents that, to the best of its knowledge, all information furnished by it or on its behalf to Ocean Tomo will be accurate and as complete as reasonably possible. Ocean Tomo hereby agrees to use all non-public information provided to it by SCO solely for the purpose of rendering services to SCO pursuant to this Agreement, and to treat confidentially such information for so long as such information remains non-public. Ocean Tomo will not disclose any such information to a third party without the prior consent of SCO, unless Ocean Tomo is requested or is legally required (by subpoena, civil investigative demand or similar process) to disclose any such information.

4. Term of Agreement. Subject to early termination in accordance with Paragraph 8(e) below, this Agreement shall continue in full force and effect for 12 months from the date of the agreement, and unless terminated in accordance with Paragraph 8(e) below, shall automatically renew for an additional 6 month term upon the anniversary of the date of the Agreement (the "*Term*") and expiration of each subsequent 6 month period. Further, in the event that any person or entity has commenced due diligence, begun negotiations with SCO or Ocean Tomo, or taken any definitive steps towards closing a Transaction/s, the Term will toll for any such person or entity until such time that such Transaction/s has closed, or such person or entity has clearly communicated to SCO or Ocean Tomo their intent not to complete such Transaction/s.

5. Expenses. SCO hereby agrees to reimburse Ocean Tomo for all reasonable out-of-pocket expenses incurred on or after the date of this Agreement in connection with the performance of the services described herein, including, but not limited to, travel, meals, lodging, expenses for presentation, small package shipping and financial materials, and legal fees and expenses. Such expenses will be payable promptly upon Ocean Tomo issuing an invoice documenting the expenses incurred. Ocean Tomo agrees not to incur total expenses greater than $2,500 USD without the prior consent of SCO.

6. Conflicts. As of the date of this Agreement, Ocean Tomo has undertaken a review of our records to determine Ocean Tomo's professional relationships with the persons or entities that might exist in competitive markets. We have communicated the results of our review to SCO, and SCO has indicated that these results are acceptable. We will immediately notify SCO if any additional relationships come to our attention. However, clients engage Ocean Tomo every day and an Ocean Tomo affiliate may be asked to provide services to other clients (regarding other matters) that may be in competition with SCO or whose interests may conflict with SCO's (other than direct conflicts). Ocean Tomo and its affiliates will not be prevented or restricted from assisting these clients by virtue of our relationship with SCO under this Agreement. Except as required by law or professional regulations, we will maintain the information obtained during the course of this engagement confidentially and will not communicate such information to any other Ocean Tomo personnel who are providing services to such other clients. In the course of Ocean Tomo's financial advisory practice and asset management practice, Ocean Tomo may currently or in the future represent companies that seek to enter into agreements with SCO and/or its competitors, customers and/or suppliers that may include stock or asset sales, joint ventures, or other strategic relationships. SCO hereby acknowledges such representation may occur and will treat any of Ocean Tomo's financial advisory companies and asset management companies independently (*i.e.*, neither more nor less favorably than it would if Ocean Tomo were not its representative). Ocean Tomo's financial advisory practice employees and asset management employees will perform any such work independently from Ocean Tomo's work hereunder and specifically shall not have access to SCO's confidential information provided to Ocean Tomo under this Agreement.

7. Indemnification. SCO agrees to: (a) indemnify, defend and hold harmless Ocean Tomo and its affiliates, and their respective directors, officers, partners, members, managers, agents, representatives and employees (Ocean Tomo and each such entities or persons being referred to as an "Indemnified Person"), from and against any losses, claims, demands, damages or liabilities of any kind relating to or arising out of activities performed or services furnished pursuant to the Agreement, or Ocean Tomo's role in connection therewith; and (b) reimburse each Indemnified Person for all reasonable expenses (including reasonable fees and disbursements of counsel) incurred by such Indemnified Person in connection with investigating, preparing or defending any investigative, administrative, judicial or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, matters or role, whether or not in connection with pending or threatened litigation to which any Indemnified Person is a party, in each case as such expenses are incurred or paid, other than any such losses, claims, demands, damages, liabilities or expenses to the extent they result from an Indemnified Person's gross negligence, recklessness or willful misconduct. SCO also agrees that the total of any

potential liability of an Indemnified Person shall not exceed the amount of the Success Fee actually received under this Agreement.

8. Other Matters.

(a) Any advice or opinions provided by Ocean Tomo may not be disclosed by SCO or any of its representatives or referred to publicly or to any third party by any of them except in accordance with Ocean Tomo's written consent.

(b) SCO represents that it has all requisite power and authority to enter into this Agreement, and that this Agreement has been duly executed and delivered by SCO.

(c) The terms and conditions of this Agreement shall not be amended or modified and this Agreement may not be assigned except by written agreement of both parties.

(d) This Agreement shall be binding upon SCO and Ocean Tomo and their respective successors and assignees.

(e) SCO or Ocean Tomo may terminate this Agreement at any time with 30 days prior written notice to the other party hereto. In the event of any termination of Ocean Tomo's engagement hereunder, SCO shall continue to be obligated to pay and Ocean Tomo shall continue to be entitled to receive the Success Fee set forth in Paragraph 2 above, including receipt of compensation in the event a Transaction is closed within 12 months following the date of termination of this Agreement with: (i) third parties contacted by Ocean Tomo, either independently with the permission of SCO, or at the request of SCO; (ii) third parties identified by Ocean Tomo; or (iii) third parties with whom SCO and/or Ocean Tomo had discussions, each during the Term of this Agreement.

(f) If during the Term of this Agreement SCO solicits or negotiates with or retains any other financial advisor, placement agent or underwriter in connection with a Transaction of the Assets, SCO shall continue to be obligated to pay and Ocean Tomo shall continue to be entitled to receive the Success Fee and reimbursement of expenses set forth in Paragraphs 2 and 5 above in the event a Transaction is closed within 12 months following the date of termination of this Agreement.

(g) SCO has provided or informed, or agrees to provide or inform, Ocean Tomo of all material information of which SCO has actual knowledge concerning: (i) the title to, validity, maintenance or enforceability of, the Assets; (ii) any product, composition or process covered by the Assets that has been alleged or found to infringe any other person's intellectual property rights; (iii) any encumbrances to the Assets of any kind, whether threatened, pending, held or claimed by anyone; and (iv) any facts or circumstances likely to give rise to any of the foregoing.

(h) This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to principles of conflicts of laws, in the United States of America.

(i) EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. The parties agree that any and all disputes, claims or controversies arising out of or related to this Agreement shall be submitted for binding arbitration. Unless the parties agree otherwise, any arbitration shall take place in the State of Illinois, Cook County, and shall be administered by, and pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The provisions of this Paragraph may be enforced in any court of competent jurisdiction.

(j) The parties agree to issue a press release announcing the commencement of the sales process for the Assets.

(k) The parties agree to work together in good faith to issue a press release announcing the successful completion of one or more Transactions hereunder.

(l) This Agreement constitutes the entire agreement between the parties, and supersedes and cancels any and all prior or contemporaneous arrangements, understandings and agreements, written or oral, between them relating to the subject matter hereof.

(m) This Agreement may be executed originally or by facsimile signature in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

We are delighted to accept this engagement and look forward to working with you. If this Agreement correctly sets forth your understanding of our agreement, please execute where indicated below and return to me an executed version at your earliest convenience.

Sincerely,

Andrew T. Ramer
Managing Director

Accepted and Agreed:

The SCO Group, Inc.

By: _____

Printed Name: _____

Title: _____

Date: 27 JUNE 2007

Exhibit A

UNITED STATES PATENT

AND

ALL RELATED UNITED STATES AND FOREIGN COUNTERPARTS

"The Assets"

- United States Patent No. 6,529,784