EXHIBIT E

LETTER OF INTENT

Liberty Lane, LLC 4365 Executive Drive, Suite 1100 San Diego, California, 92121, U.S.A.

March 24, 2010

Re: Offer Letter to Purchase

The Honorable Edward N. Cahn, Chapter 11 Trustee Blank Rome LLP One Logan Square 130 North 18th Street Philadelphia, PA 19103-6998

The Honorable Edward Cahn:

Liberty Lane, LLC ("we," "us" or "our"), is pleased to provide this offer (the "Offer") to you in your capacity as Trustee of the Bankruptcy Estates of The SCO Group, Inc. and SCO Operations, Inc. (the "Company," "you" or "your") to acquire all right, title and interest in "The SCO Group, Inc. – Perk Up," which includes 1 US Patent (U.S. Patent No. 6,931,544), together with any patents and patents issuing from applications claiming priority to such patents (the "IP Assets"), such acquisition hereinafter referred to as the "Transaction".

The following describes the terms on which we propose to close the Transaction. The terms are as follows:

- 1. <u>Valuation</u>. Subject to the terms of this Offer and upon satisfaction of the conditions specified in Section 3, we would acquire the IP Assets for One Hundred Thousand dollars (\$100,000).
- 2. <u>Due Diligence</u>. We would need to conduct the following due diligence prior to consummating the Transaction: review all documentation to be provided by the Company in connection with certain IP Assets selected by us (including, without limitation, all patent files, the patent file wrapper, all inventor assignment agreements, and chain of title).
- 3. Conditions to Closing. This Offer is subject to the following conditions:

 (a) satisfactory completion of the due diligence described in Section 2; (b) the IP Assets are free and clear of any and all liens, encumbrances or other adverse interests of any kind; (c) the Company has acquired all necessary consents, approvals and authorizations required to be obtained by the Company in connection with the Transaction, including entry of an order approving the sale of the IP Assets free and clear of all liens, claims, interests and encumbrances pursuant to 11 U.S.C. §§ 105(a) and 363(b), (f), (m) by the United States Bankruptcy Court for the District of Delaware; (d) the Company will continue to maintain the issued patents and prosecute the Company's pending patent applications associated with the IP Assets through the closing of the Transaction so that no rights to the IP Assets are lost whether through abandonment or failure to respond to an action from the United States Patent and Trademark Office or other similar foreign patent office; (e) the parties to this Offer negotiate and execute a

mutually satisfactory Assignment of Patent agreement substantially in the standard form suggested by the US Patent Office; (f) there is no material adverse change in the IP Assets; and (g) all annuities and maintenance payments are current.

- 4. <u>Timing</u>. We would like to consummate the Transaction as soon as practicable, but no later than thirty (30) days after Company's acceptance of this Offer, and would work expeditiously towards this goal. We are prepared to proceed promptly with due diligence and with negotiation of definitive agreements.
- 5. Non-Disclosure; Publicity. The parties to this Offer expressly agree that neither party shall make any public statement or announcement with respect to this Offer or the Transaction without the prior express written consent of the other party. Prior to the closing of the Transaction, the existence of this Offer and the definitive agreement, and all of their respective terms and conditions, shall be kept strictly confidential and disclosed only to the parties' respective partners, principals, investors (actual or potential), attorneys, employees or affiliates with a need to know for purposes of consummating the Transaction. The foregoing notwithstanding, we understand that as a debtor in chapter 11 of the Bankruptcy Code, the Company is required to maximize the value of its assets and the Chapter 11 Trustee's financial advisors will continue to market the assets, and accordingly we hereby consent that the information contained herein will be filed with the Bankruptcy Court and will be available to third parties for such purposes.

Please sign and date this letter in the space provided below to confirm the mutual agreements set forth in this Offer and return a signed copy to me. This Offer expires at 5PM EST on March 25, 2010.

Kerry Hopkin CFO, Liberty Lane, LLC

Sincerely,

ACCEPTED AND AGREED as to the Binding Provisions as of the 25 day of 100 by:

By Edward N. Cahn, Solely in His Capacity as Trustee of the Bankruptcy Estates of The SCO Group, Inc. and SCO Operations, Inc.

Signature:	Edward N. Cahn		Trusta
	Edward A.		
Title:	Trustee		··············