

EXHIBIT 1
FORM APA

ASSET PURCHASE AGREEMENT

by and between

THE SCO GROUP, INC.

and

[BUYER]

[DATE], 2010

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EXHIBITS

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of this [DAY] of [MONTH], 2010 (collectively with the Exhibits and Schedules attached hereto, the “Agreement”), is made by and between The SCO Group, Inc., a Delaware corporation, by the Chapter 11 Trustee, Edward Cahn, solely in his capacity as Trustee, (the “Seller”), and [BUYER], a [JURISDICTION OF FORMATION AND TYPE OF ENTITY] (the “Buyer”). Each of Buyer and Seller is referred to herein individually as a “Party” and collectively as the “Parties”.

Background

A. Seller provides UNIX® system software products and related services (together with the business and operations of Seller relating thereto and the goodwill appurtenant to such business and assets, and the furnishing of services in connection therewith, the “Business”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the Acquired Assets (defined below) of Seller related to the Business, and Buyer desires to assume certain Obligations (as defined below) of Seller related to the Business, all on the terms and subject to the conditions set forth in this Agreement.

Agreement

Intending to be legally bound, incorporating the foregoing, in consideration of the mutual covenants and agreements contained herein and subject to the satisfaction of the terms and conditions set forth herein, the Parties hereby agree as follows:

1. Defined Terms.

Certain defined terms used in this Agreement and not specifically defined in context are defined in this Section 1 as follows:

1.1 “Acquired Assets” has the meaning specified in Section 2.1(a).

1.2 “Affiliate” means, with respect to a particular Party, any Person or entity controlling, controlled by or under common control with that Party, and any majority-owned entity of that Party and of its other Affiliates. For the purposes of the foregoing, control shall mean the ownership, directly or indirectly, of fifty percent (50%) of the voting stock or other equity interest.

1.3 “Agreement” has the meaning specified in the Preamble.

1.4 “Allocation Statement” has the meaning specified in Section 8.

1.5 “Assumed Contracts” means the Contracts assumed by Seller and assigned to Buyer pursuant to an order of the Bankruptcy Court in conjunction with approval of this Agreement and pursuant to 11 U.S.C. § 365.

1.6 “Assumed Obligations” has the meaning specified in Section 2.2.

- 1.7 “Bankruptcy Code” means 11 U.S.C. sections 101 et seq.
- 1.8 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware where the Chapter 11 cases of Seller are pending, Case No. 07-11337(KG).
- 1.9 “Business” has the meaning specified in the Recitals.
- 1.10 “Business Contract” has the meaning specified in Section 4.5.
- 1.11 “Business Day” means any day, excluding Saturday, Sunday and any other day on which commercial banks in Wilmington, Delaware, are authorized or required by Law to close.
- 1.12 “Buyer” has the meaning specified in the Preamble.
- 1.13 “Closing” has the meaning specified in Section 7.1.
- 1.14 “Closing Date” has the meaning specified in Section 7.1.
- 1.15 “Consent” means any consent, approval, order or authorization of, or any declaration, filing or registration with, or any application, notice or report to, or any waiver by, or any other action (whether similar or dissimilar to any of the foregoing) of, by or with, any Person which is necessary in order to take a specified action or actions in a specified manner and/or to achieve a specified result.
- 1.16 “Contract” means any contract, agreement, instrument, order, arrangement, commitment or understanding of any nature including sales orders, purchase orders, leases, subleases, data processing agreements, maintenance agreements, license agreements, sublicense agreements, loan agreements, promissory notes, security agreements, pledge agreements, deeds, mortgages, guaranties, indemnities, warranties, employment agreements, consulting agreements, sales representative agreements, joint venture agreements, buy-sell agreements, options or warrants.
- 1.17 “Contract Rights” means any right, power or remedy of any nature under any Contract including rights to receive property or services or otherwise derive benefits from the payment, satisfaction or performance of another party’s Obligations, rights to demand that another party accept property or services or take any other actions, and rights to pursue or exercise remedies or options.
- 1.18 “Default” means (a) a breach, default or violation, (b) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a breach, default or violation or cause an Encumbrance to arise, or (c) with respect to any Contract, the occurrence of an event that with or without the passage of time or the giving of notice, or both, would give rise to a right of termination, cancellation, amendment, modification, renegotiation or acceleration or a right to receive damages or a payment of penalties or the loss of any benefit or right of indemnification.
- 1.19 “Deposit” has the meaning specified in Section 3.

1.20 “Disputes” has the meaning specified in Section 10.14.

1.21 “Closing Date” has the meaning specified in Section 7.1.

1.22 “Encumbrance” means any interest, consensual or otherwise, in property securing a monetary obligation owed to, or a claim by, a Person other than the owners of the subject property, whether such interest is based on the common law, statute or Contract, or any lien, security interest, pledge, right of first refusal, mortgage, easement, covenant, restriction, reservation, conditional sale, prior assignment, or other encumbrance, claim, burden or charge of any nature.

1.23 “Entity” means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), firm, society or other enterprise, association, organization or entity.

1.24 “Excluded Assets” has the meaning specified in Section 2.1(c).

1.25 “Governmental Body” means any: (a) nation, principality, republic, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or Entity and any court or other tribunal); (d) multi-national organization or body; or (e) individual, Entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

1.26 “Intellectual Property Assignments” has the meaning specified in Section 7.2(a).

1.27 “Intellectual Property” means all patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), registered and unregistered trademarks, service marks, trade names, and copyrights, internet uniform resource locators, domain names, know-how, trade secrets, improvements, proprietary information, technology, original works of authorship (including computer software) and similar rights to any of the foregoing anywhere in the world, all applications for any of the foregoing, and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement thereof.

1.28 “Judgment” means any order, writ, injunction, citation, award, decree or other judgment of any nature of any Governmental Body.

1.29 “knowledge” or “to the knowledge of” and similar phrases mean (a) in the case of an individual, a particular fact or matter actually known or which could be expected to be known after reasonable inquiry in the ordinary and usual course of the performance of his or her professional responsibilities, and (b) in the case of an Entity, if any individual who is serving as an executive officer or manager has, or at any time had, actual knowledge or could have been

expected to know after reasonable inquiry in the ordinary and usual course of the performance of his or her professional responsibilities, of such fact or other matter.

1.30 “Law” means any provision of any foreign, federal, state or local law, statute, ordinance, constitution, treaty, code, rule, regulation or guideline.

1.31 “Lease Assignment” means an assignment and assumption of lease for each of the facilities included in the Acquired Assets, in form and substance mutually acceptable to Seller and Buyer, and “Lease Assignments” means all of them.

1.32 “Leased Real Property” has the meaning specified in Section 4.2.

1.33 “License Agreement” has the meaning specified in Section 7.2(e).

1.34 “Licensed Properties” means all copyrights and other Intellectual Property used by Seller in the Business as currently conducted that Seller does not own, including the copyrights owned by Novell, Inc., as determined in the Memorandum Decision and Order Denying SCO’s Renewed Motion for Judgment as a Matter of Law, or in the Alternative, for a New Trial and by the Findings of Fact and Conclusions of Law of the United States District Court of Utah on June 10, 2010.

1.35 “Loss” or “Losses” means any loss (including diminution in value), Obligation or other cost, settlement payment, Judgment, fine, penalty, damages, assessment, expense, tax deficiency or other charge, including Expenses.

1.36 “Material Adverse Effect” means a material adverse effect on the Business, taken as a whole, other than matters: (a) relating to acts of war or terrorism (or escalation thereof), generally applicable economic conditions, or conditions affecting the Business’ industry in general, but only to the extent the Business is not affected disproportionately by any such matters (as compared to similarly situated companies in the industry); (b) resulting from the announcement by the Seller of its intention to sell the Business; (c) resulting from the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby; or (d) relating to any changes in law or applicable accounting regulations or principles after the Closing Date.

1.37 “Non-Assignable Contract(s)” has the meaning specified in Section 2.1(a)(ii).

1.38 “Obligation” means any debt, liability or obligation of any nature, whether secured, unsecured, recourse, nonrecourse, liquidated, unliquidated, accrued, absolute, fixed, contingent, ascertained, unascertained, known, unknown or otherwise.

1.39 “Party(ies)” has the meaning specified in the Recitals.

1.40 “Permit” means any license, permit, approval, waiver, order, consent, authorization, franchise, right or privilege of any nature, granted, issued, approved or allowed by any Governmental Body.

1.41 “Purchased Subsidiaries” means (a) SCO Software (UK) Ltd., a United Kingdom corporation, (b) SCO Group France SARL; and (c) The SCO Group GmbH, a German corporation, each of which is wholly owned by The SCO Group, Inc., and “Purchased Subsidiary” means any of them.

1.42 “Person” means any individual, Entity or Governmental Body.

1.43 “Proceeding” means any demand, claim, suit, action, litigation, audit, investigation, arbitration, administrative hearing or other proceeding of any nature.

1.44 “Real Property Leases” has the meaning specified in Section 4.2.

1.45 “Sale Order” means an order by the Bankruptcy Court that (a) approves the sale of all of the Acquired Assets to Buyer and the assumption and assignment of all Assumed Contracts free and clear of all Encumbrances pursuant to Sections 363(b) and 363(f) of the United States Bankruptcy Code; and (b) contains findings of fact and rulings that Buyer is a good faith purchaser entitled to the protections of Section 363(m) of the United States Bankruptcy Code and is not the subject of an appeal that has been stayed by court order. For clarification, if the Sale Order is subject to an appeal, unless the appellant has obtained a court ordered stay of the appeal, this Agreement shall be binding on the parties hereto upon entry of the Sale Order by the Bankruptcy Court.

1.46 “Santa Cruz-Novell APA” means the Asset Purchase Agreement between The Santa Cruz Operation, Inc., and Novell, Inc., dated September 19, 1995.

1.47 “Seller” has the meaning specified in the Preamble.

1.48 “Tangible Property” means any furniture, fixtures, leasehold improvements, vehicles, office equipment, computer equipment, other equipment, inventories of raw materials and supplies, manufactured and purchased goods, parts, works-in-process and finished goods, machinery, tools, forms, supplies or other tangible personal property of any nature.

1.49 “Taxes” means all taxes, levies, charges or fees including income, corporation, advance corporation, gross receipts, transfer, excise, property, sales, use, license, payroll, withholding, social security and franchise or other governmental taxes or charges, imposed by the United States or any state, county, local or foreign government, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

1.50 “Tax Return” means any report, return or statement required to be supplied to a taxing authority in connection with Taxes, including any amendments thereto.

1.51 “Transaction Documents” means this Agreement and all other documents executed in connection herewith or therewith, including all Exhibits and Schedules hereto and thereto.

1.52 “Trustee” means Edward Cahn solely in his capacity as the Bankruptcy Court appointed Chapter 11 Trustee in the Chapter 11 cases of The SCO Group inc. et al, Case No. 07-11337(KG).

2. The Transaction.

2.1 Sale and Purchase of Acquired Assets.

(a) Pursuant to the Sale Order, and subject to the terms and conditions of this Agreement, Seller shall sell, transfer, assign and convey to Buyer, free and clear of any and all Encumbrances, and Buyer shall, as of the Closing Date, assume and purchase, free and clear of any and all Encumbrances, all right, title and interest in and to the following assets of Seller relating exclusively to the Business (excluding the Excluded Assets) (the “Acquired Assets”):

(i) Seller’s assets (tangible or intangible) set forth on **Schedule 2.1(a)** and all Intellectual Property and goodwill related thereto;

(ii) Seller’s Contract Rights under the Assumed Contracts and all end user license agreements between Seller and customers relating to the Acquired Assets, excluding Contract Rights under (A) this Agreement and any other Contracts entered into by Seller with Buyer in connection with the transactions contemplated by this Agreement; and (B) all Contract Rights under any Assumed Contracts requiring a Consent that is not obtained on or before the Closing Date or is not otherwise assigned to Buyer pursuant to the Sale Order (“Non-Assignable Contract(s)”); *provided* that, once such Consent is obtained, the Contract Rights under such Assumed Contract shall be deemed, automatically and without further action by the Parties, to be included in the Acquired Assets as of the date such Consent is delivered to Buyer;

(iii) Seller’s computer media, sales, advertising and marketing materials, catalogues and manuals, billing records, correspondence, data (only to the extent that such data that contains personally identifiable information that may be lawfully transferred), test software, software tools, product documentation, internal documentation, work in progress relating to the software products listed on Schedule 2.1(a), and files relating to the Acquired Assets (only to the extent that any such materials or files exist), excluding (A) Seller’s minute books, membership interest books and related organizational documents and (B) Seller’s files, books and records relating to the Excluded Assets or to Seller’s Obligations not included in the Assumed Obligations;

(iv) All licenses, permits, approvals, qualifications, consents and other authorizations of any Governmental Body necessary for the lawful ownership and operation of the Acquired Assets to the extent the Seller possesses such licenses, permits, approvals, qualifications, consents and other authorizations and the same are transferable and may be assumed and assigned or such transfer is approved by the Sale Order);

(v) All rights and claims of Seller against any third parties, directly arising from or directly related to the Acquired Assets (which, for the avoidance of doubt, shall not include any rights and claims of Seller against any third parties, directly arising from or directly related to the Excluded Assets); and

(vi) All rights and interests of Seller in each of the Purchased Subsidiaries.

(b) Transfer and Preparation Costs. In accordance with Section 6(a), Buyer shall be responsible for all packaging, freight, services, insurance and other fees and expenses associated with the preparation and transfer of the Acquired Assets.

(c) Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1(a) or elsewhere in this Agreement, the Assets of Seller set forth in Schedule 2.1(c) (collectively, the “Excluded Assets”) are not part of the transactions contemplated hereunder, are excluded from the Acquired Assets and shall remain the property of Seller after the Closing.

2.2 Grant of License. Pursuant to the License Agreement described in Section 7.2 of this Agreement, Seller shall grant to Buyer a perpetual, non-exclusive, royalty-free license to use the Licensed Properties as provided in the License Agreement.

2.3 Assumed Obligations of Seller. Subject to the terms and conditions of this Agreement, Buyer shall, from and after the Closing Date, assume and agree to pay, discharge or perform, as appropriate, when due and without recourse to Seller, all of the Obligations of Seller arising out of or related to the Business, including all Obligations in respect of those Contracts related to the Business but only to the extent such Obligations are incurred or required to be performed after the Closing Date (collectively, the “Assumed Obligations”). The Assumed Obligations of Seller shall not include the Obligations of Seller (A) under this Agreement or any other Contracts entered into by Seller with Buyer in connection with the transactions contemplated by this Agreement or (B) associated with or related to the Excluded Assets.

2.4 No Other Obligations. Notwithstanding any other provisions of this Agreement, Buyer shall not acquire the Acquired Assets subject to, and Buyer shall not in any manner assume or be liable or responsible for, any Obligations of Seller other than the Assumed Obligations, and all Obligations of Seller, other than the Assumed Obligations, shall remain the sole responsibility of Seller.

3. Purchase Price. The purchase price to be paid by Buyer to Seller in consideration of the Acquired Assets and Assumed Obligations (the “Purchase Price”) shall be an amount equal to [\$_____]. Buyer shall pay [\$_____] (the “Deposit”) upon execution of this Agreement and [\$_____] on the Closing Date, which amounts shall be payable by wire transfer of immediately available funds to an account designated in writing by Seller.

4. Representations and Warranties of Seller.¹

As a material inducement to Buyer to enter into this Agreement, knowing that Buyer is relying thereon, and to carry out the transactions contemplated hereunder, Seller represents and warrants to Buyer that, except as specifically referenced in this Agreement, which exceptions shall be deemed to be part of the representations and warranties as if stated herein:

4.1 Organization and Authority. Seller is a Delaware corporation, duly organized, validly existing and in good standing under the laws of Delaware. Subject to the Trustee’s authorization, Seller possesses the corporate power and authority to own, lease and operate its

¹ If Buyer desires to offer employment to Seller’s employees or any of them, additional terms and provisions shall be negotiated concerning terms of employment, assumption of benefits, etc.

assets, conduct its business as and where such business is presently conducted, except where any such failure to have such power and authority would not individually or in the aggregate have a Material Adverse Effect, and enter into and execute this Agreement and the other Transaction Documents to which it is a party and to perform its Obligations and consummate the transaction contemplated hereunder and thereunder, subject to the entry of the Sale Order.

4.2 Leased Real Property. The Seller does not own any real property. **Schedule 4.2** sets forth a list of each leasehold interest in real property leased, subleased by, licensed or with respect to which a right to use or occupy has been granted to or by any Seller or Purchased Subsidiary (such leased real property, the “Leased Real Property”), and specifies the lessor(s) of such leased property, the Seller or Purchased Subsidiary occupying such leased property, and identifies each lease or any other Contract under which such property is leased (the “Real Property Leases”). Except as described on **Schedule 4.2** there are no written or oral subleases, licenses, concessions, occupancy agreements or other Contracts granting to any other Person the right of use or occupancy of the Leased Real Property and there is no Person (other than any Seller or any Purchased Subsidiary and any lessor(s) of Leased Real Property) in possession of the Leased Real Property.

4.3 Enforceability. Subject to the entry of the Sale Order, this Agreement constitutes the valid and legally binding agreement of Seller, enforceable against Seller in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors’ rights generally, and (b) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

4.4 Brokers and Finders. Except for the obligations to Ocean Park Advisors, LLP, pursuant to the Bankruptcy Court Order approving their retention, neither the Seller nor its officers and agents has incurred any Obligation for brokerage or finders’ fees or agents’ commissions or other similar payments in connection with this Agreement.

4.5 Litigation. As of the date of this Agreement, and except as set forth on **Schedule 4.5**, there are no Claims, actions, suits, proceedings or investigations pending or, to Sellers’ Knowledge, threatened, before any court, arbitrator or Government brought by or against or otherwise involving Sellers or the Acquired Assets that, if adversely determined, would reasonably be expected to have a Material Adverse Effect or materially impair the ability of Sellers to consummate the transactions contemplated by this Agreement.

4.6 Compliance with Applicable Law. Except as set forth in **Schedule 4.6**, no Seller has violated or is in violation of any Law applicable to the Acquired Assets, and no Seller is in default with respect to any Order applicable to the Acquired Assets other than violations or defaults the consequences of which would not reasonably be expected to have a Material Adverse Effect.

4.7 Insurance. **Schedule 4.7** sets forth the insurance policies maintained by or for the benefit of the Seller for the Business. Such policies are in full force on the date of this Agreement, and the Seller has not been notified of any cancellation with respect to any such insurance policies.

4.8 Licenses and Permits. Seller possesses all material licenses, permits, approvals and notifications, governmental or otherwise, necessary for the operation of the Business, all of which are set forth in **Schedule 4.8**, except where the failure to have such license, permit or approval would not have a material Adverse Effect on the Business. Except as set forth in **Schedule 4.8**, all of such licenses, permits, approvals and notifications are freely assignable and transferable to Buyer at the Closing and will continue to be in full force and effect after such transfer.

4.9 Intellectual Property. Except as set forth in **Schedule 4.9**, Seller owns, or has the right to use, all Intellectual Property used in the conduct of the Business as currently conducted that is material to Seller, taken as a whole. Except as would not reasonably be expected to have a Material Adverse Effect, Intellectual Property used in the conduct of its Business as currently conducted that is material to Seller (a) does not, to the knowledge of Seller, infringe on or otherwise violate the rights of any Person and (b) is in accordance with any applicable Contract pursuant to which Seller acquired the right to use any Intellectual Property.

4.10 Disclaimer. **THIS IS AN “AS IS, WHERE IS” SALE. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 4, NONE OF SELLER NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES OR THE TRUSTEE OR ITS AFFILIATES, AGENTS OR REPRESENTATIVES, MAKES OR HAS MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF SELLER, THE ACQUIRED ASSETS OR THE BUSINESS. SELLER DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING AS TO THE CONDITION, VALUE OR QUALITY OF THE ACQUIRED ASSETS OR THE BUSINESS, MERCHANTABILITY, USAGE, TITLE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN THIS SECTION 4, THE CONDITION OF THE BUSINESS AND THE ACQUIRED ASSETS SHALL BE “AS IS” AND “WHERE IS”.**

5. Representations and Warranties of Buyer.

Knowing that Seller is relying thereon, Buyer represents and warrants to Seller, as follows:

5.1 Organization and Authority.

(a) Buyer is a [TYPE OF ENTITY], duly organized, validly existing and in good standing under the laws of the State of _____. Buyer possesses the power and authority to own, lease and operate its assets, conduct its business as and where such business is presently conducted, and enter into this Agreement and the other Transaction Documents to which it is a party and to perform its Obligations hereunder and thereunder.

(b) Buyer has the power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by the [Board of Directors] of Buyer and no other company proceedings on

the part of Buyer are necessary to authorize the execution, delivery and performance of this Agreement or the consummation of the transactions so contemplated.

(c) This Agreement has been duly executed and delivered by Buyer and constitutes, and, when executed and delivered, each of the other agreements, documents and instruments to be executed and delivered by Buyer pursuant hereto will constitute (assuming in each case the valid authorization, execution and delivery of such agreements by Seller), a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms, except that: (i) such enforcement may be subject to any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws, now or hereafter in effect, relating to or limiting creditors' rights generally; and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

5.2 Authorization; Compliance with Other Instruments and Laws; and Effect of Agreement and Other Transaction Documents. Buyer's execution, delivery and performance of this Agreement, and its consummation of the transactions contemplated by this Agreement, (a) do not require any filing with or the obtaining of any Permit, Consent or approval of any Governmental Body; (b) do not constitute a violation of, conflict with, give use to any right of termination under, or Default under its certificate of formation, operating agreement or other governing documents; (c) do not constitute a violation of or Default under any Contract to which Buyer is a party or by which Buyer is bound; and (d) do not constitute a violation of any Law or Judgment that is applicable to it or to its businesses or assets, or to the transactions contemplated by this Agreement. Assuming the due authorization, execution and delivery hereof by Seller, this Agreement constitutes the valid and legally binding agreement of Buyer, enforceable against Buyer in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

5.3 Availability of Funds. Buyer has sufficient funds on hand or available to it to permit Buyer to pay the Purchase Price in accordance with Section 3.

5.4 Litigation. To the best of Buyer's knowledge, there is no Proceeding or governmental investigation pending or, to the best knowledge of Buyer, threatened against Buyer, by or before any Governmental Body or by any third party which challenges the validity of this Agreement.

5.5 Brokers and Finders. Buyer and its officers and agents have incurred no Obligation for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement.

6. Covenants and Agreements.

(a) Buyer's Access to Personnel, Properties and Records; Confidentiality. Between the date hereof and the Closing Date, each Seller shall afford to Buyer, and to the accountants, counsel, financial advisors and other authorized representatives of Buyer,

reasonable access during normal business hours to all books and records of Sellers relating to the Acquired Assets and the Assumed Liabilities. The rights of access contained in this Section 6(a) are granted subject to, and on, the following terms and conditions: (A) any such investigation will be conducted in a reasonable manner; and (B) during the period from the date hereof to the Closing Date, all information provided to Buyer or its agents or representatives by or on behalf of Sellers or their agents or representatives (whether pursuant to this Section 6(a) or otherwise) will be governed and protected by the Confidentiality Agreement, dated as of [_____], 2010, between Buyer and Sellers (the “**Confidentiality Agreement**”).

6.2 Transition and Cooperation. From and after the Closing Date, (a) Seller shall not take any action, alone or together with others, which obstructs or impairs the smooth transition by Buyer of the Acquired Assets; and (b) Seller shall promptly provide access to Buyer to all correspondence, papers, documents and other items and materials received by Seller found to be in its possession which pertain to the Acquired Assets. In accordance with Section 2.1(b), Buyer shall be responsible for the transfer of all the Acquired Assets and shall pay any packaging, freight, services, insurance and other fees and expenses associated with the transfer of the Acquired Assets. Without limiting the foregoing, Seller may engage independent contractors, at Buyer’s expense, to provide services related to the preparation and transfer of the Acquired Assets to Seller. For thirty (30) days after the Closing, each of the parties shall promptly execute and deliver all such further agreements, certificates, instruments and documents, deliver such other items and perform such further actions as a party may reasonably request, in order to fully consummate the transactions contemplated by this Agreement and fully carry out the purposes and intent of this Agreement.

6.3 List of Designated Executory Contracts. Not fewer than seven (7) Business Days prior to the Sale Hearing, Buyer shall deliver to Seller a final list of the Designated Executory Contracts to be acquired by Buyer in connection with the Closing, pending approval of such list by the Bankruptcy Court.

6.4 Further Assurances. After the Closing Date, at Buyer’s request and expense, so long as Seller remains in business, Seller shall promptly execute and deliver all such further agreements, certificates, instruments and documents, and perform such further actions, as Buyer may reasonably request in order to fully consummate the transactions contemplated hereby and carry out the purposes and intent of this Agreement.

6.5 Transfer Taxes. The Buyer shall pay all sales, use, stamp, recording or other similar transfer taxes required to be paid in connection with the transfer of the Acquired Assets pursuant to this Agreement.

7. Closing.

7.1 Closing. The closing of the sale of the Acquired Assets and assumption by Buyer of the Assumed Obligations (the “Closing”) shall take place on November 30, 2010 (the “Closing Date”).

7.2 Closing Deliverables and Conditions of Seller. The obligations of Buyer under this Agreement are subject to the following conditions being met or waived by Seller and the

delivery by Seller at the Closing of each of the following (any one or more of which may be waived in whole or in part by Buyer at its sole option and which conditions are set out herein for the exclusive benefit of Buyer):

(a) Intellectual Property Assignments. Assignments of Acquired Assets constituting Intellectual Property in the form attached hereto as Exhibit “A” (the “Intellectual Property Assignments”), duly executed by Seller;

(b) Bankruptcy Court Order. The Sale Order of the Bankruptcy Court;

(c) Lease Assignment. A Lease Assignment, duly executed by the Seller in each such facility;

(d) Assignment and Assumption Agreement. An assignment and assumption agreement, in the form attached hereto as Exhibit “B” (the “Assumption Agreement”), duly executed by Seller;

(e) License Agreement. A license agreement for the Licensed Properties, in the form attached hereto as Exhibit “C” (the “License Agreement”), duly executed by Seller;

(f) Novation and/or Change of Name Agreements. To the extent required by any applicable Government Body, Novation and/or Change of Name Agreements as set forth in Federal Acquisition Regulation Part 42.12 related to any of the Assumed Contracts that are considered to be Government Contracts, or other evidence satisfactory to Purchaser (in Purchaser’s sole and complete discretion) that transfer and/or assignment of any Government Contract is acceptable to, and will not be opposed by, the United States Government; and

(g) Other Documents. Such other agreements, certificates, instruments and documents reasonably requested by Buyer in order to fully consummate the transactions contemplated by this Agreement and carry out the purposes and intent of this Agreement.

(h) Conditions.

(i) The respective obligations of Buyer to perform at the Closing are subject to the following conditions being met by Seller or waived by Buyer:

(A) the accuracy on the date of this Agreement and on the Closing Date of the representations and warranties of the Seller contained herein;

(B) all obligations, covenants and agreements of Seller required to be performed at or prior to the Closing Date shall have been performed; and

(C) the delivery by Seller of the items set forth in this Section 7.2;

7.3 Closing Deliverables and Conditions of Buyer. The obligations of Seller to proceed with the Closing hereunder are subject to the following conditions being met or waived by Seller and the delivery by Buyer at the Closing of each of the following (any one or more or

which may be waived in whole or in part by Seller at their sole option and which conditions are set out herein for the exclusive benefit of Seller):

(a) Purchase Price. The Purchase Price to Seller;

(b) Intellectual Property Assignments. The Intellectual Property Assignments, duly executed by Buyer;

(c) Officer's Certificate. A certificate of an officer of Buyer (A) certifying and attaching all requisite resolutions or actions of Buyer's approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (B) certifying to the incumbency and signatures of the officers of Buyer executing this Agreement and any other Transaction Document;

(d) Cure of Defaults. At or prior to the Closing, Buyer shall have cured, or made arrangements to cure promptly, any and all defaults under the Designated Executory Contracts that are required to be cured under the Bankruptcy Code, so that such Designated Executory Contracts may be assumed by Sellers and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code

(e) Assignment and Assumption Agreement. The Assumption Agreement, duly executed by Buyer;

(f) License Agreement. The License Agreement, duly executed by Buyer;
and

(g) Other Documents. Such other agreements, certificates, instruments and documents reasonably requested by Seller in order to fully consummate the transactions contemplated by this Agreement and carry out the purposes and intent of this Agreement

(h) Conditions.

(i) The obligations of Seller to perform at the Closing are subject to the following conditions being met by Buyer or waived by Seller:

(A) the accuracy when made and on the Closing Date of the representations and warranties of the Buyer contained herein;

(B) all obligations, covenants and agreements of Buyer required to be performed at or prior to the Closing Date shall have been performed; and

(C) delivery by Buyer of all the items set forth in this Section

7.3.

8. Allocation of Purchase Price. The Purchase Price plus the Assumed Obligations shall be set forth on Exhibit "D" (the "Allocation Statement") and shall be allocated among the Purchased Assets in accordance with Section 1060 of the Code and the applicable Treasury Regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as

appropriate). Buyer and Seller and their respective Affiliates shall report, act and file all Tax Returns (including Internal Revenue Service Form 8594 and all corresponding state or local tax forms) in all respects and for all purposes consistent with the Allocation Statement unless prohibited by applicable law. Neither Buyer nor Seller, nor any of their respective Affiliates shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with the information set forth on the Allocation Statement, unless required to do so by applicable Law, and in such event only after giving the other party at least twenty (20) days prior written notice prior to taking such position.

9. Termination.

9.1 Termination. This Agreement may be terminated without liability of either Party to the other Party in any of the following ways:

(a) by the mutual written consent of Buyer and Seller at any time on or prior to the Closing Date;

(b) by Buyer or Seller if the Bankruptcy Court has not entered the order approving the sale (the "Sale Order") by the Closing that:

(i) approves the sale of all of the Acquired Assets to Buyer and the assumption and assignment of all Assumed Contracts free and clear of all Encumbrances pursuant to Sections 363(b) and 363(f) of the United States Bankruptcy Code; and

(ii) contains findings of fact and rulings that Buyer is a good faith purchaser entitled to the protections of Section 363(m) of the United States Bankruptcy Code.

(c) by Buyer or Seller if the Closing has not occurred by November 30, 2010, or such later date as may be determined by mutual written consent of Seller and Buyer.

Termination pursuant to this Section 9.1 shall not constitute a Default under this Agreement. If this Agreement is terminated by either Party for any other reason, each Party's sole and exclusive remedy shall be the right to retain the Deposit, for Seller, or a refund of the Deposit, for Buyer. Such limitation was a material inducement for both Parties to enter into this Agreement, and the Parties have relied upon such limitations in determining whether to enter into this Agreement.

9.2 Notice of Termination. Either Party desiring to terminate this Agreement pursuant to Section 9.1 shall give prompt written notice of such termination to the other Party.

9.3 Effect of Termination. If this Agreement is terminated pursuant to this Section 9, all further obligations of the Parties under this Agreement shall be terminated, provided, that nothing herein shall relieve any Party from liability for its breach of this Agreement. If this Agreement is terminated as provided herein, each Party will return all documents, work papers and other materials of the other Party, including photocopies or other duplications thereof, relating to the transactions contemplated herein, whether obtained before or after the execution hereof, to the Party furnishing the same and each Party will destroy all analyses, studies, surveys, evaluations, reports and other internal documents used to evaluate or analyze the transactions

contemplated herein, and shall certify to the other Party of such destruction, provided that the foregoing shall not (a) obligate any Party to return or destroy any of the foregoing to the extent maintained in any computerized archival system or to the extent maintained to comply with legal or regulatory requirements, or (b) prohibit any Party from retaining one copy of any such information for use only (1) in disputes arising out of or in any way relating to this Agreement, and (2) as required by judicial or governmental proceedings or by any internal or external examination or audit.

10. Miscellaneous.

10.1 Bankruptcy Process. As Trustee to a debtor under the Bankruptcy Code, Seller is obligated to and shall consider any higher or better offers to purchase the Acquired Assets. Nothing in this Agreement shall be deemed to preclude Seller and the Trustee's professionals from continuing to market, promote and offer the Acquired Assets until the entry of the Sale Order, including advertising, execution of confidentiality agreements and participation in discussions, negotiations and agreements with third parties. If other interested potential purchasers are identified by the Trustee that may offer higher or better terms for the purchase of the Acquired Assets, the Trustee shall conduct an auction materially in accordance with the bidding procedures approved by order of the Bankruptcy Court. In the event an alternative purchaser is identified that in the Trustee's sole discretion may provide more value to the estate through an acquisition, merger or other transaction, the Trustee may withdraw the motion filed with the Bankruptcy Court seeking approval of this Agreement and such withdrawal shall not be a Default under this Agreement nor give rise to any claims by Buyer against the Trustee, his representatives or Seller, the estate, its officers or employees nor to any liability of Trustee, his representatives or Seller, the estate, its officers or employees, of any nature whatsoever except for return of Buyer's good faith Deposit.

10.2 Limitation on Liability. NEITHER SELLER NOR BUYER SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, EVEN IF THE PARTY AGAINST WHOM DAMAGES ARE CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN NO EVENT SHALL SELLER OR BUYER BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, OR FOR LOSS OF DATA OR USE OF DATA.

10.3 Publicity. Without the prior written consent of the other Party, neither Seller nor Buyer shall make any public announcement regarding the transactions contemplated by this Agreement, nor shall either Party in any manner disseminate any information regarding the other Party or the transactions contemplated by this Agreement.

10.4 Fees and Expenses. Each of Buyer, on the one hand, and Seller, on the other hand, shall bear its own fees and expenses incurred in connection with the transactions contemplated hereby.

10.5 Notices. All notices, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given

(a) when delivered personally; (b) one (1) Business Day after being sent by a nationally recognized overnight delivery service, postage or delivery charges prepaid; or (c) three (3) Business Days after being sent by registered or certified mail, return receipt requested, postage charges prepaid. Notices also may be given by facsimile and shall be effective on the date transmitted if confirmed within forty-eight (48) hours thereafter by a signed original sent by one of the methods provided in the preceding sentence. A Party may change its address for notice and the address to which copies must be sent by giving notice of the new addresses to the other parties in accordance with this Section 10.5; *provided* that any such change of address notice shall not be effective unless and until received. Notices shall be sent to the addresses set forth below:

If to Seller, to:

The SCO Group, Inc.
333 South 520 West, Suite 170
Lindon, Utah 84042
Facsimile: (801) 765-1313
Attention: Ryan Tibbitts
General Counsel

With a copy (which shall not constitute notice) to:

Blank Rome LLP
1201 Market Street, Suite 800
Wilmington, DE 19801
Facsimile: (302) 425-6400
Attention: Bonnie Fatell, Counsel to Edward Cahn, Trustee

If to Buyer, to:

[]
[]
Facsimile: []
Attention:[]

With a copy (which shall not constitute notice) to:

[]
[]
Facsimile: []
Attention: []

10.6 Entire Understanding. This Agreement, together with the Exhibits and Schedules hereto and the other Transaction Documents, states the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written communications and agreements, with respect to the subject matter hereof, including all confidentiality letter agreements and letters of intent previously entered into by the Parties. No

amendment or modification of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought.

10.7 Assignment. This Agreement shall bind, benefit, and be enforceable by and against Buyer and Seller and their respective successors and permitted assigns. Neither Party shall in any manner assign any of its rights or obligations under this Agreement without the express prior written consent of the other Party.

10.8 Waivers. Except as otherwise expressly provided herein, no waiver with respect to this Agreement shall be enforceable unless in writing and signed by the Party against whom enforcement is sought. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any Party, and no course of dealing between or among any of the Parties, shall constitute a waiver of, or shall preclude any other or further exercise of, any right, power or remedy.

10.9 Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto. If any term or other provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any applicable Law in any particular respect or under any particular circumstances, then, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party, (a) such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and (b) all other terms, conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are fulfilled to the fullest extent possible.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

10.11 Section Headings. Section and subsection headings in this Agreement are for convenience of reference only, do not constitute a part of this Agreement, and shall not affect its construction or interpretation.

10.12 References. All words used in this Agreement shall be construed to be of such number and gender as the context requires or permits. The word “including” when used herein shall be deemed followed by the words “without limitation.”

10.13 Controlling Law. THIS AGREEMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE (REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF) AS TO ALL

MATTERS, INCLUDING, BUT NOT LIMITED TO, MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES.

10.14 Jurisdiction and Process. The Bankruptcy Court in Delaware has exclusive jurisdiction to hear and decide any Proceeding, and to settle any Disputes, which may arise out of or in connection with this Agreement (“Disputes”), and, for these purposes, each Party irrevocably submits to the jurisdiction of the Bankruptcy Court and irrevocably waives any objection which it might at any time have to the Bankruptcy Court being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that such Court is not a convenient or appropriate forum. Process by which any Proceedings are begun in the Bankruptcy Court may be served on any of the Parties by being delivered to such Party’s address set forth in Section 10.5. Nothing contained in this Section 10.14 shall affect the right to serve process in another manner permitted by law.

10.15 Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO OR CONTEMPLATED UNDER THIS AGREEMENT, OR THE ACTS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

10.16 Third-Party Beneficiaries. No provision of this Agreement is intended to or shall be construed to grant or confer any right, express or implied, to enforce this Agreement, or any remedy for Default under this Agreement, to or upon any Person other than the Parties hereto and their respective successors and permitted assigns.

10.17 Delivery by Facsimile or Electronic Means. This Agreement and each other Transaction Document, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other mutually agreed upon electronic means of delivery, shall be treated in all manner and respect as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto or to any such agreement or instrument contemplated hereby shall raise the use of a facsimile machine or other mutually agreed upon electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other mutually agreed upon means of electronic transmittal as a defense to the formation or enforceability of a Contract and each such Party forever waives any such defense.

10.18 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm’s-length and among Parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties as set forth in this Agreement.

10.19 No Survival of Representations and Warranties. None of the representations or warranties of the parties hereto set forth in this Agreement or in any certificate delivered pursuant to Section [] or Section [] shall survive the Closing.

10.20 Schedule. Seller has delivered to Buyer the Disclosure Schedule (the “Disclosure Schedule”), which discloses certain information called for in Article IV hereof. The Disclosure Schedule is subject to the following terms and conditions:

(a) Unless the context otherwise requires, any terms used in the Disclosure Schedule but not defined therein shall have the meanings ascribed thereto in this Agreement;

(b) The Disclosure Schedule section numbers used in the Disclosure Schedule correspond to the section numbers of this Agreement; provided, however, that the disclosure set forth in a particular section of the Disclosure Schedule shall also be deemed to be disclosed on any of the other section(s) of the Disclosure Schedule, to the extent that it would be reasonably apparent that the disclosure would be applicable to such other section(s).

(c) No disclosure of any matter contained therein shall create an implication that such matter meets any standard of materiality. Matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature, nor shall the inclusion of any item be construed as implying that any such item is “material” for any purpose; and

(d) Headings and introductory language have been inserted on the sections of the Disclosure Schedule for convenience of reference only and shall to no extent have the effect of amending or changing the express description of the Sections as set forth in this Agreement.

10.21 Neutral Construction. In view of the fact that each of the parties hereto have been represented by their own counsel and this Agreement has been fully negotiated by all parties, the legal principle that ambiguities in a document are construed against the draftsman of that document shall not apply to this Agreement.

[Signature Page Follows]

The Parties have executed this Asset Purchase Agreement, intending to be legally bound hereby, as of the date first above written.

SELLER:

THE SCO GROUP, INC.

By: _____

Edward Cahn, solely in his capacity as
Chapter 11 Trustee for The SCO Group, Inc. and
SCO Operations, Inc.

BUYER:

[BUYER]

By: _____

Name:
Title:

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Assignment Agreement dated as of this [DAY] of [MONTH], 2010 (“Assignment”) by and between The SCO Group, Inc. (referred to herein as (“Assignor”), a corporation of the State of Delaware, with its place of business at 333 South 520 West, Suite 170, Lindon, Utah 84042-1911, and [BUYER], a [JURISDICTION OF FORMATION AND TYPE OF ENTITY] with its place of business at [ADDRESS] (“Assignee”).

Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of [DATE OF PURCHASE AGREEMENT] (the “Purchase Agreement”), pursuant to which Assignor has agreed to assign such Intellectual Property to Assignee subject to the terms and conditions set forth herein. Assignor wishes to assign and Assignee wishes to acquire such Intellectual Property. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

Each of Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

1. Definitions. Except as otherwise provided herein, all capitalized terms contained and not defined herein (including the recitals hereto) shall have herein the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment of Intellectual Property. Assignor hereby irrevocably sells, transfers, conveys, assigns and sets over to Assignee, on a worldwide basis, all rights, title, and interests in and to the Intellectual Property, and Assignor reserves no rights in any such Intellectual Property (except as expressly set forth in the Purchase Agreement).

3. Recordation. Assignor authorizes the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, as applicable, to record Assignee as the owner of the Intellectual Property and to issue all registrations for said Intellectual Property, to be in the name of Assignee, as assignee of the Intellectual Property, for the sole use of Assignee in accordance with the terms of this Assignment.

4. Governing Law. This Assignment is made under, and shall be construed and enforced in accordance with, the laws of the State of Delaware.

[Signatures continued on following page]

IN WITNESS WHEREOF, the parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

ASSIGNOR:

SCO GROUP, INC.

By:

Edward Cahn, solely in his capacity as
Chapter 11 Trustee for The SCO Group,
Inc. and SCO Operations, Inc.

ASSIGNEE:

[BUYER]

By:

Name:
Title:

SCHEDULE "A" TO INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

<u>Short Title/Subject</u>	<u>Country</u>	<u>Priority/ Filed/Issued</u> <u>Date</u>	<u>Application Number/</u> <u>Registration Number</u>

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement is made and entered into as of this [DAY] of [MONTH], 2010, by and between The SCO Group, Inc., Inc., (referred to herein as (“Seller”), a corporation of the State of Delaware, with its place of business at 333 South 520 West, Suite 170, Lindon, Utah 84042-1911, and [BUYER], a [JURISDICTION OF FORMATION AND TYPE OF ENTITY] with its place of business at [ADDRESS] (“Buyer”).

WHEREAS, by an Asset Purchase Agreement, dated as of February __, 2010 (the “Purchase Agreement”), among the Buyer and the Seller, the Seller has agreed to sell and assign the Acquired Assets to the Buyer; and

WHEREAS, as a part of the purchase price for the Acquired Assets, the Buyer has agreed to assume the Assumed Obligations; and

WHEREAS, the parties hereto desire to execute this Agreement to further evidence the assignment by Seller and assumption by Buyer;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Except as otherwise provided herein, all capitalized terms contained and not defined herein (including the recitals hereto) shall have herein the respective meanings ascribed to them in the Purchase Agreement.
2. Assignment. Seller hereby sells, transfers, conveys, assigns and sets over to Buyer, its successors and assigns, all of the Acquired Assets, including, without limitation, all Assumed Contracts.
3. Assumption of Assumed Obligations. Buyer hereby assumes and undertakes to pay, perform and discharge the Assumed Obligations.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

SCO GROUP, INC.

By: _____
Edward Cahn, solely in his capacity as
Chapter 11 Trustee for The SCO Group, Inc. and
SCO Operations, Inc.

BUYER:

[BUYER]

By: _____
Name:
Title:

LICENSE AGREEMENT²

This Agreement is made and entered into on the ____ day of _____, 2010, by and between The SCO Group, Inc. (referred to herein as (“Licensor”)), a corporation of the State of Delaware, with its place of business at 333 South 520 West, Suite 170, Lindon, Utah 84042-1911, U.S.A., and _____ (referred to herein as (“Licensee”)), a corporation of _____ with its place of business at _____.

WHEREAS, by an Asset Purchase Agreement, dated as of _____, 2010 (the “Purchase Agreement”), among the Buyer and the Seller, as defined therein, the Buyer has agreed to purchase the Acquired Assets from the Seller; and

WHEREAS, as a part of the purchase price for the Acquired Assets, the Seller has agreed to grant a nonexclusive license to the Licensed Properties, as defined in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and in the Purchase Agreement, and intending to be legally bound, the parties agree to the following terms and conditions:

1. GRANT OF RIGHTS

- 1.1 Licensor grants to Licensee a personal, nontransferable (EXCEPT AS PROVIDED IN Section 9), nonexclusive, non-sublicenseable (except as provided herein), royalty free right and license to use the Licensed Properties in accordance with this Agreement, including the right to modify and create derivative works of such Licensed Properties.
- 1.2 Licensee shall not have the right to, and agrees that it shall not, license, distribute or otherwise provide, disclose or transfer the Licensed Properties, in whole or in part, to any third party except as provided below in this Section 1. Licensee shall maintain the Licensed Properties in strict confidence in accordance with the confidentiality provisions of this Agreement.
- 1.3 (a) Licensee may create and sublicense binary products of the Licensed Properties solely in conjunction with Licensee’s use of the Acquired Assets, as defined in the Purchase Agreement.
(b) Licensee may distribute such binary products of the Licensed Properties and any other modifications or derivative works based upon the Licensed Properties on terms consistent with the terms and conditions of this Agreement.
(c) Licensee may permit access to Licensed Properties by its contractors and allow use of Licensed Properties by its contractors, provided such access and use is exclusively for Licensee in connection with work called for in written agreements between Licensee and such contractors in accordance with Section 1.3(f) of this Agreement.

² May be subject to additional revision

- (d) Any claim, demand or right of action arising on behalf of a contractor from the furnishing to it or use by it of Licensed Properties shall be solely against Licensee.
 - (e) Contractors shall agree to the same responsibilities and obligations and other restrictions pertaining to the use of Licensed Properties as those undertaken by Licensee under this Agreement.
 - (f) When a contractor's work for Licensee is completed, all copies of Licensed Properties furnished to such contractor or made by such contractor and all copies of any modifications or derivative works made by such contractor based on such Licensed Properties shall be returned to Licensee or destroyed, including any copies stored in any computer memory or storage medium.
 - (g) A contractor may not acquire any ownership interest in any modification or derivative work prepared by such contractor based on or using any Licensed Properties subject to this Agreement unless such contractor also becomes a licensee of Licensor for such Licensed Properties.
 - (h) Licensee and any such contractor shall enter into a written agreement before or at the time of permitting access to or allowing use of any Licensed Properties by a contractor or furnishing any Licensed Properties to a contractor. Such written agreement shall be consistent with the requirements of this Section 1.3. Copies of such agreements shall be provided to Licensor on request; however, portions of such agreements not required by this Section may be deleted from such copies.
- 1.4 On Licensor's request, but not more frequently than annually, Licensee shall furnish to Licensor a statement, certified by an authorized representative of Licensee, stating that the use by Licensee of Licensed Properties subject to this Agreement has been reviewed and that each such Licensed Property is being used in full compliance with the provisions of this Agreement.

2. DELIVERY

- 2.1 Upon execution of this Agreement, Licensor will provide Licensee with a copy of the current version of the Licensed Properties.
- 2.2 From time to time, and at its sole discretion, Licensor may provide additional deliveries of Licensed Properties or elements of Licensed Properties to Licensee which may consist of the following:
- (a) Revised source and/or object code for any Licensed Properties.
 - (b) New or modified documentation or information regarding such documentation.
- All such additional deliveries of Licensed Properties furnished to Licensee with respect to any Licensed Properties shall be deemed to be part of such Licensed Properties and shall be governed by the terms and conditions of this Agreement.
- 2.3 No support is provided with the delivery of the Licensed Properties. However, Licensee may acquire support, if available, from Licensor under a separate technical service agreement on an annual fee basis.

3. FEES AND AUDIT

- 3.1 Licensor grants Licensee a fee free right to use for the Licensed Properties.
- 3.2 Licensee shall pay all taxes, including any use tax (and any related interest or penalty), however designated, imposed as a result of the existence or operation of this Agreement, except any income tax imposed upon Licensor by any governmental entity within the United States proper (the fifty (50) states and the District of Columbia). If Licensor is required to collect a tax to be paid by Licensee, Licensee shall pay such tax to Licensor on demand.
- 3.3 Licensor may cause an audit to be made at its expense (except as provided herein) of the applicable records to verify Licensee's compliance under this Agreement. Any such audit shall be conducted during regular business hours at Licensee's offices and in such a manner as not to interfere with Licensee's normal business activities.

4. TERM OF AGREEMENT; OBLIGATIONS UPON TERMINATION

- 4.1 This Agreement will commence on the date it is executed by an authorized Licensor signatory and shall continue until the Agreement is terminated by either party pursuant to this Section ("Term").
- 4.2 Licensee may terminate this Agreement by written notice to Licensor certifying that Licensee has discontinued use of and returned or destroyed all copies of the Licensed Properties subject to this Agreement. Should Licensee breach any provision of this Agreement and fail to remedy such breach within sixty (60) days of written notice thereof, Licensor may, upon its election and in addition to any other rights and remedies provided by law or equity or this Agreement, terminate this Agreement immediately upon written notice to Licensee.

5. INTELLECTUAL PROPERTY RIGHTS

No title to or ownership of Licensed Properties or copies of software acquired under this Agreement is transferred to Licensee. Notwithstanding any provision of this Agreement to the contrary, Licensee acknowledges that Licensor owns or licenses from a third party and retains all title, ownership or license rights, as applicable, of all intellectual property rights in the Licensed Properties, including all software, firmware, copies of software, documentation and related materials that are acquired, produced or shipped by Licensor under this Agreement. Such title and ownership by Licensor extends to any modifications to and derivative works from software acquired under this Agreement. Licensor does not transfer any portion of such title and ownership, or any of the associated goodwill, to Licensee, and this Agreement should not be construed to grant Licensee any right or license, whether by implication, estoppel or otherwise, except as expressly provided. Licensee agrees to be bound by and observe the obligations imposed on Licensee under this Agreement with regard to the Licensed Properties acquired under this Agreement.

6. DISCLAIMER/LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, LICENSED PROPERTIES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, EVEN IF THE PARTY AGAINST WHOM DAMAGES ARE CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, OR FOR LOSS OF DATA OR USE OF DATA. IN NO EVENT SHALL LICENSOR'S SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING HEREUNDER.

APART FROM DAMAGE TO LICENSOR CAUSED BY AN INFRINGEMENT BY LICENSEE OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER UNDER OR ARISING OUT OF THIS AGREEMENT EXCEED TWO HUNDRED THOUSAND DOLLARS.

7. NOTICES AND REQUESTS

Notices and requests are to be sent to the following addresses:

Licensee **[BUYER]**

Attention _____
Telephone No: _____

Licensor: The SCO Group, Inc.
 333 South 520 West
 Suite 170
 Lindon, Utah 84042-1911
 Attention: Legal Department
Telephone No: 801-765-4999

or to such other address as the party to receive the notice so designates by written notice to the other party.

8. ACTS BEYOND PARTIES' CONTROL

Neither party shall be liable for any delay or failure in its performance hereunder due to any cause beyond its control provided, however, that this provision shall not be construed to relieve Licensee of its obligation to make any payments pursuant to this Agreement.

9. PROHIBITION AGAINST ASSIGNMENT OF RIGHTS

Neither party may assign, or otherwise transfer, its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without written consent will be null and void. Notwithstanding the foregoing, either party may assign or otherwise transfer this Agreement, or delegate its duties and obligations under this Agreement, in whole or in part, to a Subsidiary. Further, either Party may assign or otherwise transfer this Agreement, or delegate its duties and obligations under this Agreement in connection with the sale or transfer of substantially all of the assets in total or of a business unit, without the consent of the other Party provided the assignee agrees in writing to assume all of the obligations of the transferring party under this Agreement, but the assigning Party will promptly notify the other Party of any such assignment or transfer

10. CONTROLLING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah and the United States of America, specifically excluding the United Nations Convention on Contracts for the International Sale of Goods, and without giving effect to conflict of laws. Any litigation or arbitration between the parties shall be conducted exclusively in the State of Utah. Licensee expressly consents to the jurisdiction of such courts. Process may be served by U.S. mail, postage prepaid, certified or registered, return receipt requested, by express courier such as DHL or Federal Express, or by such other method as is authorized by law. Nothing in this Section will prevent Licensor from seeking injunctive relief against Licensee or filing legal actions for payment of outstanding and past due debts in the courts of the Authorized Territory.

11. EXPORT REGULATIONS

Licensee shall follow all laws and regulations of the United States with respect to the exporting of Licensed Properties. Licensee hereby agrees not to re-export, nor will it permit any of its end users to re-export, any Licensed Properties, or any bundled product incorporating the Licensed Properties without first obtaining the required U.S. Government export licenses. Licensee further acknowledges and represents that it is knowledgeable about U.S. Government export licensing requirements or that it will become so prior to engaging, directly or indirectly, in any export transaction involving the Licensed Properties. Licensee agrees that its obligations under this provision shall survive and continue after any termination of the Agreement.

12. WAIVER

The waiver of any breach or default hereunder by either party shall not constitute the waiver of any subsequent breach or default.

13. LICENSEE AS AN INDEPENDENT CONTRACTOR

Licensee shall at all times be an independent contractor and shall not be or represent itself to be an agent, partner, employee or the like of Licensor.

14. SEVERABILITY

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be

affected or impaired thereby. The parties will seek in good faith to agree on replacing an invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision which, in effect, will, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal, or unenforceable provision.

15. CONFIDENTIALITY

Each party shall at all times retain in confidence all confidential and/or proprietary information and know-how disclosed or made available by the other. The recipient shall make no use of such information and know-how, including methods and concepts utilized within the Licensed Properties, except under the terms and for the duration of the Agreement. The parties hereby agree that all the terms and conditions of this Agreement and exhibits hereto shall be treated as confidential material and shall not be disclosed without the prior written consent of the disclosing party.

Confidential and/or proprietary information shall not include information the recipient can document: (a) is in or (through no improper action or inaction by the recipient) enters the public domain; (b) was rightfully in its possession or known by it prior to receipt from the disclosing party; (c) was rightfully disclosed to it by another person without restriction; or (d) was independently developed by it by persons without access to such information and without use of any confidential and/or proprietary information of the disclosing party.

Each party, with prior written notice to the disclosing party, may disclose confidential and/or proprietary information to the minimum extent possible that is required to be disclosed pursuant to the lawful requirement or request of a government entity or agency, provided that reasonable measures are taken to guard against further disclosures, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Licensee and Licensor regarding the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, and understandings of any nature whatsoever. This Agreement may be modified only in a writing executed by an authorized representative of the party to be charged. Any terms set forth on any purchase order or other document submitted to Licensor which are in conflict with or in addition to the terms of this Agreement shall be null and void.

<Signature Page Follows>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

LICENSOR:

SCO GROUP, INC.

By: _____
Edward Cahn, solely in his capacity as
Chapter 11 Trustee for The SCO Group, Inc. and
SCO Operations, Inc.

LICENSEE:

[BUYER]

By: _____
Name:
Title:

EXHIBIT D

PURCHASE PRICE ALLOCATION

To be provided separately.

ACQUIRED ASSETS

[List to be Completed, Reviewed and Revised by SCO Personnel as appropriate and is subject to change]

(a) UnixWare Operating System Products

- SCO UnixWare 7 Release 7.1.4
- SCO UnixWare 7 Release 7.1.3
- SCO UnixWare 7 Release 7.1.2
- SCO UnixWare 7 LKP

(b) OpenServer Operating System Products

- SCO OpenServer Release 6.0
- SCO OpenServer Release 5.x (including all prior versions and releases)

(c) Layered Operating System Products

- SCO UnixWare and OpenServer Development Kits (all version)
- SCO Office
- SCO Open UNIX Development Kit
- SCO UnixWare 7 Online Data Manager
- SCO UnixWare 7 Disk Mirroring
- SCO UnixWare “OS Compatible” Requirements
- SCO UnixWare OpenServer Kernel Personality (OKP)

(d) Mobility

- Internal use of SCO Mobile Server
- Internal use of HipCheck

Third Party Software

Component	Third Party Licensor
Adobe Flash Player	California Software Labs
Advanced Server & LAN Manager- AFPS	ATT
Backup Edge	Microlite
Binary Drivers in UnixWare	various OEMs and IHVs
C++ Compiler, Debugger, C++ Expression Evaluation	EDG

Cheyenne Arcserve	Computer Associates
Compaq Hot Plug PCI Software	HP (Compaq)
DSHM – Dynamic Shared Memory Libraries	EMC (was Data General)
I2O	Symbios
Java	Sun
License Key Management (ifor_LS, brand, PMD/SLD, License Manager)	Isogon (Gradient)
Merge 5.3 and Me4rgePRO	Win4Lin
Microsoft Xenix Code in old SVRX	Microsoft
NetScape Components	AOL
NetWare	Novell
Office Mail Server	Bynari
Open Desktop Secureware	Hewlett-Packard
PP	Sun
Reliant HA	Siemens
SGI NFB Graphics Driver DDX Layer	SGI
Sound Drivers	4Front Technology
TCX MySQL Database	TCX
TriTeal CDE Desk Top	TriTeal
Various Open Source utilities and commands such as perl and shell utilities, lynx and gzip code.	Open Source
Veritas File System	Veritas
Veritas Volume Manager	Veritas

Trademarks

TRADEMARK	COUNTRY	FILING DATE	APP. NO.	STATUS	REG. NO.
SCO (Classes 9, 16, 42 and 41)	UNITED STATES	19-May-89	73/801,197	REGISTERED	1578766
SCO (Class 9)	ARGENTINA	26-Sep-91	1.817.974	REGISTERED	1472693
SCO (Class 9)	AUSTRALIA	05-Sep-91	563112	REGISTERED	563112
SCO (Class 9)	BANGLADESH	30-Sep-91	33554	REGISTERED	33554
SCO	BENELUX	08-Feb-90	741099	REGISTERED	472347
SCO (Class 9)	BRAZIL	27-Nov-92	816968500	REGISTERED	816968500
SCO	CANADA	10-Sep-91	688910	REGISTERED	411425
SCO (Class 9)	CHINA	13-Jan-93	93002964	REGISTERED	684502
SCO	DENMARK	11-Sep-91	6499 1991 SCO	REGISTERED	10.006-1992
SCO	FINLAND	05-Sep-91	4196/91	REGISTERED	123767
SCO (Classes 9 and 42)	FRANCE	13-Mar-87	844624	REGISTERED	1398504
SCO (Classes 9, 16, 41, and 42)	FRANCE	09-Sep-91	307101	REGISTERED	1692453
SCO	GERMANY	01-Mar-90	N/A	REGISTERED	1 186 634
SCO (Classes 42 and 9)	UNITED KINGDOM	17-Sep-91	1477303	REGISTERED	1477303
SCO (Class 9)	UNITED KINGDOM	17-Sep-91	1477302	REGISTERED	1477302
SCO (Classes 9 and 16)	HONG KONG	11-Sep-91	6689/91 and 6690/91	REGISTERED	199300879AA
SCO	INTERNATIONAL	15-Jul-87	n/a	REGISTERED	516330
SCO	IRELAND	05-Sep-91	91/4542	REGISTERED	146285
SCO	ITALY	10-Sep-91	RM91C00 3196	REGISTERED	615327
SCO (Class 9)	JAPAN	07-Mar-91	23992/199 1	REGISTERED	2610962
SCO (Class 9)	MEXICO	14-Mar-91	108786	REGISTERED	399947
SCO (Class 9)	NEW ZEALAND	06-Sep-91	212704	REGISTERED	212704
SCO	NORWAY	06-Sep-91	91/4524	REGISTERED	154.571

SCO (Class 9)	PORTUGAL	12-Nov-91	278.165	REGISTERED	278.165
SCO	SOUTH KOREA	10-Sep-91	26322/91	REGISTERED	258794
SCO	SPAIN	20-Feb-90	1550163	REGISTERED	1550163
SCO	SWEDEN	06-Sep-91	91-07618	REGISTERED	249102
SCO	SWITZERLAND	05-Sep-91	6145-1991.4	REGISTERED	392.642
SCO (Taiwan Class 72)	TAIWAN	06-May-91	80019453	REGISTERED	548772
SCO (Taiwan Class 49)	TAIWAN	06-May-91	80019452	REGISTERED	538736
SCO	FEDERATION OF RUSSIA	09-Oct-91	143821	REGISTERED	109157
SCO (Class 9 and 16)	CHILE	10-Sep-91	187.229	REGISTERED	630.565
OPENLINUX	EUROPEAN UNION (CTM)	01-Oct-99	1335322	REGISTERED	1335322
SCO and Tree Design (old logo)	UNITED STATES	06-Feb-96	75/054,198	REGISTERED	2064732
SCO and Tree Design	AUSTRALIA	15-Feb-96	702508	REGISTERED	702508
SCO and Tree Design	BENELUX	14-Feb-96	865273	REGISTERED	587243
SCO and Tree Design	BRAZIL	26-Aug-96	819433667	REGISTERED	819433667
SCO and Tree Design	CANADA	16-Feb-96	804662	REGISTERED	475359
Tree Design	CHINA	27-Mar-96	960040644	REGISTERED	1065879
SCO and Tree Design	EUROPEAN UNION (CTM)	01-Apr-96	183129	REGISTERED	183129
SCO and Tree Design	HONG KONG	24-Feb-96	2253/96	REGISTERED	199705080
SCO and Tree Design	MEXICO	20-Feb-96	254919	REGISTERED	660016
SCO and Tree Design	SOUTH KOREA	16-Feb-96	1996-6058	REGISTERED	380641
SCO and Tree Design	TAIWAN	14-Mar-96	85011915	REGISTERED	753030
OPENSERVR	UNITED STATES	03-Oct-05	78/725,444	REGISTERED	3418266
OPENSERVR	EUROPEAN UNION	19-Apr-06	5026241	REGISTERED	5026241

	(CTM)				
OPENSERVER	AUSTRALIA	31-May-06	1116813	REGISTERED	1116813
OPENSERVER	CHINA	31-Jul-06	5512290	PENDING	
OPENSERVER	INDIA	23-Jun-06	1464081	REGISTERED	1464081
OPENSERVER	MEXICO	28-Jul-06	797117	PENDING	
OPENSERVER	BRAZIL	1-Dec-06	828887004	PENDING	
SCOSOURCE	UNITED STATES	19-Jan-06	78/794,781	REGISTERED	3180678
SCO & TREE DESIGN (new logo)	UNITED STATES	07-Jun-07	77/200,733	REGISTERED	3456764
SCO & TREE DESIGN (new logo)	EUROPEAN UNION (CTM)	07-Dec-07	006493341	REGISTERED	006493341
SCO & TREE DESIGN (new logo)	CANADA	07-Dec-07	1375309	PENDING	
SCO & TREE DESIGN (new logo)	JAPAN	07-Dec-07	2007-122127	REGISTERED	5204888
SCO & TREE DESIGN (new logo)	AUSTRALIA	07-Dec-07	1214418	REGISTERED	1214418

**Registered Copyrights:
[Confirm if any]**

**Domain Names:
[Insert list]**

Fixed Assets:

All equipment, servers, furniture, machinery and other tangible property of the Seller, except the Excluded Assets.

Purchased Subsidiaries:

Name of Purchased Subsidiary	Wholly Owned by
SCO Software (UK) Ltd.	SCO Group
SCO Group France SARL	SCO Group
The SCO Group (Deutschland) GmbH	SCO Group

SCO Operations, Inc.	SCO Group
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EXCLUDED ASSETS

(i) all rights of Seller under this Agreement and all agreements contemplated hereby;

(ii) all of Seller's rights and obligations with respect to the SVRX Licenses (as defined in the Santa Cruz-Novell APA);

(iii) SCO Japan, Ltd., a Japanese corporation, and SCO Canada Company, a Canadian corporation;

(iv) (a) cash and cash equivalents and marketable securities (including cash in transit and cash and marketable securities in lock boxes or on deposit with or otherwise held by any financial institution); (b) accounts receivable (including accounts receivable for services rendered through the Closing Date with respect to which invoices are mailed after the Closing Date) and other trade receivables; and (c) all prepaid premiums and other prepayments and deposits with respect to the Company's Employee Benefit Plans (if any), the Company's insurance policies, and any other Contracts not purchased by Buyer;

(v) all rights of Seller in the Licensed Properties; and

(vi) all of Seller's claims, causes of action and other legal or equitable rights and remedies (A) against Buyer with respect to the transactions contemplated by this Agreement and (B) relating to all rights and interests in all litigation claims pending or that may be asserted in the future, against International Business Machines Corporation, Novell, Inc., SUSE Linux GmbH or others, and (C) relating to every claim of any nature whatsoever, known or unknown that has been or may be asserted against RedHat, Inc. or others relating to or arising from all licensing, covenant not to sue rights, releases or other claims relating to any allegations that Linux violates SCO's Unix or UnixWare intellectual property, contract or other rights.

Leased Real Property

Litigation; Government Orders

Compliance with Laws

Schedule 4.10

Insurance Policies

Schedule 4.12
Licenses and Permits

Intellectual Property Exceptions

Schedule []

[Additional Disclosure Schedules may be added Upon Finalization of Agreement]