

EXHIBIT 1

ASSET PURCHASE AGREEMENT

by and between

THE SCO GROUP, INC.

and

SCO OPERATIONS, INC.

and

UNXIS, INC.

January 19, 2011

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of this 19th of January, 2011 (collectively with the Exhibits and Schedules attached hereto, the “Agreement”), is made by and between The SCO Group, Inc., a Delaware corporation, and SCO Operations, Inc., a Delaware corporation, by the Chapter 11 Trustee, Edward Cahn, solely in his capacity as Trustee, (collectively, the “Seller”), and unXis, Inc., a Delaware corporation (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 “Additional Deposit” has the meaning specified in Section 3.2.

1.3 “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.

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

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

1.6 “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, including the Material Open Service Contracts, all

of which Contracts are listed on Schedule 2.1(a) hereto and other Contracts that have been made available to Buyer pursuant to Section 6.4, but excluding Non-Assumed Obligations (as defined in Section 2.3 hereof).

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

1.8 “Bankruptcy Code” means 11 U.S.C. sections 101 et seq.

1.9 “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).

1.10 “Bill of Sale” has the meaning specified in Section 7.2(h).

1.11 “Business” has the meaning specified in the Recitals.

1.12 “Business Contract” has the meaning specified in Section 4.5.

1.13 “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.

1.14 “Buyer” has the meaning specified in the Preamble.

1.15 “Closing” has the meaning specified in Section 7.1.

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

1.17 “Code” means the Internal Revenue Code of 1986, as amended.

1.18 “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.

1.19 “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, end user agreements, license agreements, sublicense agreements, loan agreements, promissory notes, security agreements, pledge agreements, deeds, mortgages, guaranties, indemnities, warranties, employment agreements, independent contractor agreements, consulting agreements, collective bargaining agreements, sales representative agreements, joint venture agreements, buy-sell agreements, options or warrants.

1.20 “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.

1.21 “Cure Costs” means the amounts that must be paid by the Buyer to be able to assign the Assumed Contracts to Buyer pursuant to Section 365 of the Bankruptcy Code, including without limitation, all amounts needed to discharge any monetary defaults under the Assumed Contracts, other than amounts necessary to cure the Novell Inc. Unit SVRX Royalty Agreement; provided that the maximum amount of the Cure Costs that the Buyer shall be responsible for shall not exceed fifty thousand dollars (\$50,000) (the “Cure Limit”).

1.22 “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.

1.23 “Deposit” has the meaning specified in Section 9.1(b).

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

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

1.26 “Employee Benefit Plan” means any employee benefit plan as defined in Section 3(3) of ERISA, any “voluntary employees’ beneficiary association” within the meaning of Section 501(c)(9) of the Code, “welfare benefit fund” within the meaning of Section 419 of the Code, or “qualified asset account” within the meaning of Section 419A of the Code, and any other plan, program, policy or arrangement for or regarding bonuses, commissions, incentive compensation, severance, vacation, deferred compensation, pensions, profit sharing, retirement, payroll savings, medical/dental expense payment or reimbursement, disability income or protection, sick pay, group insurance, self-insurance, death benefits, employee welfare or fringe benefits of any nature, including those benefiting retirees or former employees.

1.27 “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.

1.28 “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.

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

1.30 “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.

1.31 “Hired Employee” means any individual listed on Exhibit E, who is hired by Buyer as of the Closing Date.

1.32 “Initial Deposit” has the meaning specified in Section 3.1.

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

1.34 “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.

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

1.36 “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.

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

1.38 “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.

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

1.40 “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.

1.41 “Listed Receivables” has the meaning specified in Section 6.3.

1.42 “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.

1.43 “Material Acquired Assets” means the Acquired Assets, excluding those Assumed Contracts that are not Material Assumed Contracts.

1.44 “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.

1.45 “Material Assumed Contracts” means the Material Vendor Contracts and Material Customer Contracts.

1.46 “Material Customer Contracts” means those contracts pursuant to which the Seller received more than \$10,000 in adjusted revenue during the 2010 fiscal year, listed in Schedule 1.46 hereto.

1.47 “Material Open Service Contracts” means those contracts pursuant to which the Seller currently has outstanding service obligations as of December 31, 2010, listed in Schedule 1.47 hereto.

1.48 “Material Vendor Contracts” means those contracts with vendors that are material to the Business, listed in Schedule 1.48 hereto.

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

1.50 “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.

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

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

1.53 “Purchased Subsidiaries” means (a) SCO Global, Inc.; (b) SCO Software (UK) Limited., a United Kingdom corporation, (c) SCO Group SARL, a French corporation; (d) The SCO Group GmbH, a German corporation, (e) SCO Japan, Ltd., a Japanese corporation, and (f) SCO Software (India) Private Ltd., an Indian corporation, each of which is wholly owned by The SCO Group, Inc., and “Purchased Subsidiary” means any of them.

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

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

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

1.57 “Receivables” has the meaning set forth in Section 6.3.

1.58 “Sale Order” means an order by the Bankruptcy Court in form and substance substantially similar to that contained in Schedule 1.57 hereof, which: (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.

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

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

1.61 “Sublicense Agreement” has the meaning specified in Section 7.2(e).

1.62 “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.

1.63 “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.

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

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

1.66 “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 Retained Obligations, and Buyer shall, as of the Closing Date, acquire and purchase, free and clear of any and all Encumbrances and Retained Obligations, all of Seller’s right, title and interest in and to all of the assets of the Business, except for the Excluded Assets set forth in Schedule 2.1(c) hereof (the “Acquired Assets”), including but not limited to, the following:

(i) All of Seller’s assets (tangible or intangible), including those assets set forth on **Schedule 2.1(a)**, all Intellectual Property, including all copyrights developed after 1995, customer lists, purchase orders, customer reference manuals, databases and goodwill related thereto;

(ii) The Assumed Contracts, whether or not listed on **Schedule 2.1(a)**;

(iii) Seller’s Contract Rights under the Assumed Contracts and all end user license agreements and maintenance contracts 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; (B) 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)”) and (C) any and all employment agreements, labor contracts, stock option plans, retirement plans, Seller’s 401(k) plan, pension plans, agreements relating to the voting of shares in the company, agreements with employees, officers and/or shareholders and any and all other agreements relating to or otherwise concerning the foregoing.

(iv) 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;

(v) All assignable and transferable Permits possessed by Seller necessary for the lawful ownership and operation of the Acquired Assets;

(vi) 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, any rights and claims by Seller against Buyer relating to this Agreement or any agreement entered into pursuant hereto, or any rights, claims or causes of action related to Novell, Inc., International Business Machines Corporation, Red Hat, Inc. and SUSE Linux GmbH or other similar claims); and

(vii) Subject to Section 6.4, all rights and interests of Seller in each of the Purchased Subsidiaries, provided that any intercompany receivables due from Seller to the Purchased Subsidiaries listed on Schedule 2.1(a)(vii) shall be waived at Closing.

(b) Transfer and Preparation Costs. In accordance with Section 6.1, 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 Sublicense. Pursuant to the Sublicense Agreement described in Section 7.2 of this Agreement, Seller shall grant to Buyer a perpetual, non-exclusive, royalty-free sublicense to use the Licensed Properties as provided in the Sublicense Agreement. Buyer hereby grants to Seller a perpetual, non-exclusive, royalty-free license to use the Intellectual Property transferred under this Agreement solely in connection with the exercise of its rights and performance of its obligations with respect to the Excluded Assets, including the claims set forth in Section (vi)(B) and (vi)(C) of Schedule 2.1(c).¹

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: (i) 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 Date², (ii) all Obligations to file tax returns for the 2010 fiscal year for the Purchased Subsidiaries (provided that the Seller shall be responsible for preparation costs and unpaid taxes applicable to the Purchased Subsidiaries through the end of fiscal 2010), and Obligations related to unpaid Taxes for periods after fiscal 2010 related to the Purchased Subsidiaries (collectively, the “Assumed Obligations”), and (iii) Obligations relating to Employee Benefit Plans as further described in Section 6.8. The Assumed Obligations of Seller shall not include the Obligations of Seller (A) under this Agreement or any other Contracts

¹ Seller to confirm with litigation counsel that license-back of copyright is sufficient to maintain litigation.

² Seller to confirm whether it can pay cure amounts.

entered into by Seller with Buyer in connection with the transactions contemplated by this Agreement; (B) associated with or related to the Excluded Assets; or (C) associated with Seller's Obligations under loan agreements, promissory notes, credit agreements, security agreements, pledge agreements, deeds, mortgages, guaranties, indemnities, warranties, employment agreements except for agreements with the Hired Employees, independent contractor agreements, consulting agreements, collective bargaining agreements, sales representative agreements, joint venture agreements, buy-sell agreements, and options or warrants incurred or required to be performed after the Closing Date.

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.

Seller agrees to sell the Acquired Assets to Buyer, and Buyer agrees to purchase the Acquired Assets from Seller for a purchase price ("Purchase Price") of (i) SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) in cash; and (ii) two-year warrants to purchase three percent (3%) of that number of shares of unXis common stock outstanding (with preferred stock and potentially certain other securities on an "as-converted basis") as of the time Buyer shall have raised an initial cumulative total of four million dollars (\$4,000,000) of equity financing, inclusive of equity investments received by the Buyer in a private placement. The initial exercise price per share of Buyer's common stock will be equal to the price per share of common stock paid by the equity investors in the round of financing that brings the cumulative total equity financing received by the Buyer to four million dollars (\$4,000,000). Buyer shall pay the cash portion of the Purchase Price by depositing cash into an escrow account (the "Escrow") established at Blank Rome LLP located at 1201 N. Market Street, Suite 800, Wilmington, Delaware (the "Escrow Agent") to close the transaction as described below:

3.1 Buyer shall deposit cash in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) with the Escrow Agent on or before January 14, 2011 (the "Initial Deposit"). The Initial Deposit represents an earnest money deposit for Buyer's purchase of the Acquired Assets, and shall apply to the Purchase Price, but remain fully refundable to Buyer unless Buyer's offer is selected as the highest and best bidder following the auction on January 19, 2011 (the "Sales Auction"). If Buyer is selected as the highest and best bidder, the Initial Deposit shall be immediately released and passed through Escrow to Seller, but shall be refundable to Buyer in the event Escrow fails to close due to actions of Seller or if one of the closing conditions set forth in Section 7.2 herein are not fulfilled or waived by Buyer, including without limitation, U.S. Bankruptcy Court approval and issuance of the Sale Order.

3.2 Buyer shall deposit additional cash in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) with the Escrow Agent on or before January 18, 2011 (the "Additional Deposit"). The Additional Deposit shall be applied to the Purchase Price and released to Seller upon closing of the Escrow. Like the Initial Deposit, the Additional Deposit

shall be refundable to Buyer in the event Escrow fails to close due to actions of Seller or if one of the closing conditions set forth in Section 7.2 herein are not fulfilled or waived by Buyer, including without limitation, U.S. Bankruptcy Court approval and issuance of the Sale Order.

4. Representations and Warranties of Seller.

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 or in the Disclosure Schedules to 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 assets, conduct its business as and where such business is presently conducted, 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 by the Bankruptcy Court.

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 as limited by the Bankruptcy Code and 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, LLC ("OPA"), 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. Seller hereby agrees to pay any and all brokerage or finders' fees or agents' commissions or other similar payments owing to OPA arising out of or 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 Governmental Body brought by or against

or otherwise involving Sellers or the Material 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**, to the knowledge of Seller, Seller has not violated and is not in violation of any Law applicable to the Material Acquired Assets, and no Seller is in default with respect to any Judgment applicable to the Material 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 Permits. Seller possesses the material Permits, all of which are set forth in **Schedule 4.8**. Except as set forth in **Schedule 4.8**, all of such material Permits are freely assignable and transferable to Buyer at the Closing, or Seller will use commercially reasonable efforts to obtain all necessary consents for the assignment and transfer of such Permits prior to Closing and such Permits 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, to the knowledge of Seller, Intellectual Property used in the conduct of its Business as currently conducted that is material to Seller (a) does not 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 corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware. 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.

6.1 Buyer's Access to Personnel, Properties and Records; Confidentiality. Between the date hereof and the Closing Date, 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 Seller relating to the Acquired Assets and the Assumed Liabilities. The rights of access contained in this Section 6.1 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 Seller or its agents or representatives (whether pursuant to this Section 6.1 or otherwise) will be governed and protected by the Confidentiality Agreement, dated as of September 4th, 2010, between Buyer and Seller (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. For ninety (90) 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 Receivables. Upon Closing, Seller shall provide a list of receivables and amounts ("Receivables") that Buyer will collect on behalf of Seller, none of which shall be over one hundred and eighty (180) days past due (the "Listed Receivables"). For a period of one hundred and twenty (120) days after the Closing, Buyer shall use its commercially reasonable efforts to collect for and deliver to Seller any and all Listed Receivables. Buyer shall remit payments received on Listed Receivables promptly but not later than thirty (30) days after receipt thereof. With respect to any Listed Receivable over Two Thousand Five Hundred Dollars (\$2,500), after such one hundred and twenty (120) day period, Buyer shall provide Seller with written notice of its election to either (a) transfer such Listed Receivable to Seller or (b) continue using commercially reasonable best efforts to collect such Listed Receivable on behalf of Seller. The parties agree that under no circumstance shall Buyer be obligated to file an action or otherwise pursue collection with a third party collection agency with regard to any accounts receivable

outstanding at Closing. For the avoidance of doubt, title to all Receivables shall not pass to Buyer at Closing.

6.4 Further Agreement. Except as provided herein, the parties agree that Seller shall be entitled to receive from Buyer an amount equal to the cash balances, net of uncleared disbursements, as adjusted into U.S. dollars, held by the Purchased Subsidiaries as of the Closing Date. The amount of such cash balances shall be determined based on the closing balance sheet of each Purchased Subsidiary prepared by Seller, which closing balance sheets shall be provided to Buyer not later than ten (10) business days following the Closing Date. Within fifteen (15) business days following the receipt of such closing balance sheet, Buyer shall remit to Seller the aggregate amount of cash held by all of the Purchased Subsidiaries as of the Closing Date converted into U.S. dollars.

6.5 Access to Assumed Contracts. Not fewer than seven (7) Business Days prior to the Sale Hearing, Buyer shall have provided to Seller access to all of the Assumed Contracts to be acquired by Buyer in connection with the Closing, pending approval by the Bankruptcy Court. Absent the prior written consent of Buyer, Seller shall not enter into any contract subsequent to the date hereof that by its terms will not be satisfied on or prior to the Closing Date.

6.6 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.

6.7 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.

6.8 Employees & Independent Contractors.

(a) The Buyer shall offer employment as of the Closing Date to each of the Hired Employees (whether salaried or hourly, and full-time or part-time), whether or not actively employed on the date hereof, e.g., including employees on vacation and leave of absence, including maternity, family, sick, military or disability leave, at the equivalent or higher base wage rates or base salary and bonus or commission levels, at a location no greater than 50 miles from the Hired Employee's location of employment with the Seller, and on such other terms and conditions (including benefit plan coverages) that are, in the aggregate, no less favorable than those in effect immediately prior to the date hereof. Except as provided in Section 6.8(e) hereof, Seller acknowledges and understands that Buyer is not assuming or agreeing to be liable for any of Seller's obligations or liabilities related to employee claims, including but not limited to, any contractual obligations, penalties, interests, assessments, wages, employee claims, employee benefits, trade accounts payable, accrued benefits (including sick leave and holiday pay; uniform allowances; insurance; and 401(k), profit share or other retirement plan), bonuses or taxes.

(b) Except as provided in Section 6.8(c) hereof, Buyer shall have no responsibility or obligation to hire any employees, independent contractors or consultants of

Seller, nor does Buyer assume any liability or responsibility for any compensation or taxes due prior to the Closing Date with respect to employees, independent contractors or consultants of Seller.

(c) At or prior to the Closing, subject to the provisions of Section 6.8(a) Buyer agrees to extend offers of employment or engagement to the Hired Employees on terms and conditions acceptable to Buyer in Buyer's sole discretion. Each Hired Employee who is actively employed immediately prior to the Closing Date shall be deemed to have accepted such offer and become an employee of the Buyer by reporting to work on the Closing Date, and each Hired Employee who is not actively employed immediately prior to the Closing Date shall be deemed to have accepted such offer and become an employee of Buyer as of the Closing Date unless he or she notifies the Buyer to the contrary.

(d) Notwithstanding Section 6.8(a) or anything to the contrary, the provisions of this Agreement are for the benefit of the parties hereto only. Hired Employees are not third party beneficiaries of this Agreement. No Hired Employee; employee, contractor or consultant of Seller or any other third party shall have any rights hereunder. Nothing contained herein (expressed or implied) shall confer upon any Hired Employee, employee, contractor or consultant of the Seller or any other person any rights, remedies or causes of action, including a right to employment or continued employment for any specified period, except as provided in respective offers of employment extended to Hired Employees. Additionally, nothing contained herein (expressed or implied) shall confer upon any Hired Employee, employee, contractor or consultant of the Seller or any other person, or right to receive any benefit, enhanced benefit or coverage under any employee benefit plan or arrangement nor shall it cause the employment status of any employee to be anything other than terminable at will.

(e) Commencing on the Closing Date and continuing for a reasonable transition period thereafter, the Buyer will adopt and assume sponsorship of the Medical, Dental, Vision, Short-Term Disability, Long-Term Disability, Life Insurance and Supplemental Life Insurance plans that Seller maintains for its U.S. employees. Buyer shall be solely responsible for providing required COBRA coverage for any employee of Seller terminated before the Closing.

6.9 Access to Information. Following the Closing, the Buyer agrees to cooperate with Seller in providing reasonable access to documents and information reasonably requested by Seller to pursue the litigation matters listed in Schedule 4.5 hereto or referred to in Section 2.1(a)(vi) hereof, or any successor litigation matter for such period of time as such litigation is pursued by Seller. This provision of this Agreement shall survive the Closing for such period of time as is necessary for the Seller to pursue all claims related to the litigation matters listed on Schedule 4.5 or referred to in Section 2.1(a)(vi) hereof. For a period of twelve (12) months following the Closing, the Buyer further agrees to provide Seller with reasonable access to, and the ability to make copies of (at Seller's sole cost and expense), all books, records, computers and computer systems, the QAD system, agreements, accounting systems, financial and other records, databases, contracts or other materials necessary for the Trustee to settle the Estate of

Seller under the Bankruptcy Code, including termination of the Seller's 401(k) plan and filing of reports with or responding to requests for information from governmental entities.

6.10 Tax Returns. The Seller agrees to prepare and the Buyer agrees to timely file all Tax Returns required to be filed by the Purchased Subsidiaries for the 2010 fiscal year that have not been filed by Seller as of the Closing Date. The preparation and filing of Tax Returns for the Purchased Subsidiaries for any periods subsequent to fiscal 2010 shall be the sole responsibility of Buyer. The Buyer agrees to cooperate with the Seller in connection with the preparation of such Tax Returns. The Buyer agrees to provide the Seller with access to all accounting systems acquired by Buyer and access to and copies of all financial and accounting records and any other financial data in Buyer's possession reasonably requested by Seller for the completion of such Tax Returns. Seller shall have sole responsibility for the payment of any fiscal 2010 Taxes owed by the Purchased Subsidiaries and preparation costs as provided in Section 2.3. Buyer shall be entitled to deduct from any amounts owed to Seller pursuant to Section 6.3 any amounts paid by Buyer and not reimbursed by the Seller for the 2010 Tax Obligations of the Purchased Subsidiaries, less any tax refund credits received by Buyer related to the Purchased Subsidiaries' tax Obligations for fiscal 2010 or prior periods.

6.11 Confidentiality. All information provided by Buyer to Seller pursuant to this Section 6 shall be treated as confidential by Seller pursuant to the terms of the Confidentiality 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 as soon as practicable following the issuance of the Sale Order, but not later than March 31, 2011 or such other time mutually agreed to by Buyer and Seller (the "Closing Date").

7.2 Closing Deliverables of Seller and Conditions Precedent. The obligations of Buyer under this Agreement are subject to the following conditions being met 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 "B" (the "Intellectual Property Assignments"), duly executed by Seller;

(b) Bankruptcy Court Order. The Sale Order of the Bankruptcy Court in form substantially similar to that contained in Schedule 1.57.

(c) Lease Assignment. A Lease Assignment, duly executed by the Seller in each such facility together with the written consent of each landlord thereto;

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

(e) Sublicense Agreement. A sublicense agreement for the Licensed Properties, in the form attached hereto as Exhibit “D” (the “Sublicense 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 Buyer (in Buyer’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) Bill of Sale. Executed bills of sale, instruments of assignment, certificates of title and other conveyance documents, dated as of the Closing Date, transferring to Buyer all of Seller’s right, title and interest in and to the Acquired Assets, together with possession of the Acquired Assets, including the Bill of Sale substantially in the form attached hereto as Exhibit F (the “Bill of Sale”), duly executed by Seller;

(h) Cure of Defaults. Seller shall have cured or made arrangements to cure promptly, any defaults that are required to be cured under the Bankruptcy Code and that remain unpaid after Buyer’s payment of Cure Costs up to Buyer’s Cure Limit on executory contracts, licenses and leases assumed by Buyer at Closing.

(i) 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.

(j) Conditions Precedent.

(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;

(C) delivering to Buyer the written consent to the transfer of all transferable Permits by all applicable third parties to the extent obtained by Buyer prior to Closing; and

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

7.3 Closing Deliverables of Buyer and Conditions Precedent. The obligations of Seller to proceed with the Closing hereunder are subject to the following conditions being met by Buyer and the delivery by Buyer at the Closing of each of the following (any one or more of which may be waived in whole or in part by Seller at its 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. Subject to Section 7.2(i), at or prior to the Closing, Buyer shall have paid, or made arrangements to promptly pay, any and all Cure Costs up to the Cure Limit required to be paid under the Bankruptcy Code, so that such Assumed Contracts may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code without cost or liability to Seller.

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

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

(g) Release. A release by the Purchased Subsidiaries for any intercompany receivables due from or claims against Seller as of the Closing Date; and

(h) Employment/Contractor Agreements. Employment or independent contractor agreements in form and substance reasonably satisfactory to Buyer, duly executed and delivered by each of the Persons set forth in Part I of Exhibit E hereto and (ii) not less than the number, as set forth in Part II of Exhibit E, of Persons within each group identified in Part II of Exhibit E, pursuant to which each such Person shall be employed by Buyer effective as of the Closing Date;

(i) 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

(j) Conditions Precedent.

(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 Acquired 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 & Default Remedies.

9.1 Termination.

(a) This Agreement may be terminated without liability of either Party to the other Party in any of the following ways:

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

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

(A) is in form and substance substantially similar to that set forth in Schedule 1.57 hereof;

(B) 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 in the form and substance satisfactory to Buyer in its sole discretion.

(C) 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.

(iii) by Buyer or Seller if the Closing has not occurred by March 31, 2011 or such later date as may be determined by mutual written consent of Seller and Buyer because one or more conditions to a party's obligation to close have not been fulfilled, tendered or waived.

(b) Either Party desiring to terminate this Agreement pursuant to Section 9.1 shall give prompt written notice of such termination to the other Party. Termination pursuant to this Section 9.1 shall not constitute a Default under this Agreement, and Buyer shall be entitled to a full refund of the Initial Deposit and Additional Deposit (collectively the "Deposit") within ten (10) days after delivery of said notice.

9.2 Default.

(a) Buyer's Default. In the event of Buyer's Default, Seller shall be entitled to retain the Initial Deposit as its sole and exclusive remedy in settlement and payment of the Seller's costs, expenses and damages (including consequential damages) resulting from such breach, default or failure of Buyer. The parties agree that the exact amount of costs, expenses and damages incurred and suffered by Seller would be difficult to determine and that the amount of the Initial Deposit which shall then have been paid shall be a reasonable estimate of that amount. In such case, Buyer shall be entitled to a refund of the Additional Deposit. Seller shall promptly perform all acts and provide all written consents and instructions necessary to cause the Escrow Agent to disburse the Additional Deposit to Seller expeditiously.

(b) Seller's Default. In the event of Seller's Default, Buyer shall be entitled to a refund of the entire Deposit as its sole and exclusive remedy; provided that Seller refunds the Deposit or causes the Escrow Agent to refund the Deposit within ten (10) days after receipt of a notice of default. If Seller fails to refund or cause the refund of the entire Deposit within a timely manner, Buyer shall have all remedies provided at equity or law, including the right to specific performance.

9.3 Effect of Termination. If this Agreement is terminated pursuant to Section 9.1 or Section 9.2, 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. EXCEPT AS PROVIDED IN SECTION 9.2(B) HEREOF, 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 UNLESS SELLER FAILS TO REFUND BUYER'S DEPOSIT PROMPTLY FOLLOWING SELLER'S DEFAULT IN ACCORDANCE WITH SECTION 9.2(b). IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER EXCEED THE CASH PURCHASE PRICE PAID TO SELLER PURSUANT TO SECTION 3 (EXCLUSIVE OF CURE COSTS PAID BY BUYER).

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. No fees, expenses or other costs will be reimbursed by either party in the event the transactions contemplated by the Agreement are not consummated.

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:

unXis, Inc.
2711 Centerville Road Suite 400
Wilmington, DE 19807
Attention: Mr. Richard Bolandz

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

Eric le Blan
173-176 Sloane Street
London, United Kingdom
Facsimile: +44 20 7201 0801
Email: eric.leblan@mbih.com

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 shall survive the Closing except that the covenants and agreements set forth in Section 6 that, by their terms, are to have effect or be performed after the Closing Date shall survive in accordance with their terms.

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.

10.22 Currency. All dollar amounts stated in this Agreement are stated in United States currency, and all payments required under this Agreement shall be paid in United States currency.

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

SCO OPERATIONS, INC.

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

BUYER:

UNXIS, INC.
a Delaware corporation

By: _____
Name: Richard Bolandz
Title: Chief Executive Officer

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.

SCO OPERATIONS, INC.

By: _____

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

BUYER:

UNXIS, INC.
a Delaware corporation



By: _____

Name: Eric le Blan
Title: Director

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Assignment Agreement dated as of this [DAY] of [MONTH], 2011 (“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 unXis, Inc., a Delaware corporation with its place of business at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19807 (“Assignee”).

Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 19, 2011 (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 of Assignor’s 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:

UNXIS, INC.

By:

Name: Richard Bolandz
Title: Chief Executive Officer

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 unXis, Inc., a Delaware corporation with its place of business at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19807 (“Buyer”).

WHEREAS, by an Asset Purchase Agreement, dated as of January 19, 2011 (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:

UNXIS, INC.

By: _____
Name: Richard Bolandz
Title: Chief Executive Officer

SUBLICENSE AGREEMENT

This Sublicense Agreement is made and entered into on the ____ day of _____, 2011, by and between The SCO Group, Inc. (referred to herein as “Sublicensor”), 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 unXis, Inc. (referred to herein as (“Sublicensee”), a Delaware corporation with its place of business at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19807.

WHEREAS, by an Asset Purchase Agreement, dated as of January 19, 2011 (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 sublicense 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 Sublicensor grants to Sublicensee a personal, nontransferable (except as provided in Section 9), nonexclusive, non-sublicenseable (except as provided herein), royalty free right and sublicense to use the Licensed Properties, as defined in the Purchase Agreement, which shall include 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, in accordance with this Agreement, including the right to modify and create derivative works of such Licensed Properties.
- 1.2 Sublicensee shall not have the right to, and agrees that it shall not, sublicense, 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. Sublicensee shall maintain the Licensed Properties in strict confidence in accordance with the confidentiality provisions of this Agreement.
- 1.3 (a) Sublicensee may create and sublicense binary products of the Licensed Properties solely in conjunction with Sublicensee’s use of the Acquired Assets, as defined in the Purchase Agreement.
(b) Sublicensee 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) Sublicensee 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 Sublicensee in connection with work called for in written

agreements between Sublicensee and such contractors in accordance with Section 1.3(f) of this Agreement.

- (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 Sublicensee.
- (e) Contractors shall agree to the same responsibilities and obligations and other restrictions pertaining to the use of Licensed Properties as those undertaken by Sublicensee under this Agreement.
- (f) When a contractor's work for Sublicensee 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 Sublicensee 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 sublicensee of Sublicensor for such Licensed Properties.
- (h) Sublicensee 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 Sublicensor on request; however, portions of such agreements not required by this Section may be deleted from such copies.

1.4 On Sublicensor's request, but not more frequently than annually, Sublicensee shall furnish to Sublicensor a statement, certified by an authorized representative of Sublicensee, stating that the use by Sublicensee 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, Sublicensor will provide Sublicensee with a copy of the current version of the Licensed Properties.
- 2.2 From time to time, and at its sole discretion, Sublicensor may provide additional deliveries of Licensed Properties or elements of Licensed Properties to Sublicensee 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 Sublicensee 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, Sublicensee may acquire support, if available, from Sublicensor under a separate technical service agreement on an annual fee basis.

3. FEES AND AUDIT

- 3.1 Sublicensor grants Sublicensee a fee free right to use for the Licensed Properties.
- 3.2 Sublicensee 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 Sublicensor by any governmental entity within the United States proper (the fifty (50) states and the District of Columbia). If Sublicensor is required to collect a tax to be paid by Sublicensee, Sublicensee shall pay such tax to Sublicensor on demand.
- 3.3 Sublicensor may cause an audit to be made at its expense (except as provided herein) of the applicable records to verify Sublicensee's compliance under this Agreement. Any such audit shall be conducted during regular business hours at Sublicensee's offices and in such a manner as not to interfere with Sublicensee'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 Sublicensor signatory and shall continue until the Agreement is terminated by either party pursuant to this Section ("Term").
- 4.2 Sublicensee may terminate this Agreement by written notice to Sublicensor certifying that Sublicensee has discontinued use of and returned or destroyed all copies of the Licensed Properties subject to this Agreement. Should Sublicensee breach any provision of this Agreement and fail to remedy such breach within sixty (60) days of written notice thereof, Sublicensor 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 Sublicensee.

5. INTELLECTUAL PROPERTY RIGHTS

No title to or ownership of Licensed Properties or copies of software acquired under this Agreement is transferred to Sublicensee. Notwithstanding any provision of this Agreement to the contrary, Sublicensee acknowledges that Sublicensor 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 Sublicensor under this Agreement. Such title and ownership by Sublicensor extends to any modifications to and derivative works from software acquired under this Agreement. Sublicensor does not transfer any portion of such title and ownership, or any of the associated goodwill, to Sublicensee, and this Agreement should not be construed to grant Sublicensee any right or license, whether by implication, estoppel or otherwise, except as expressly provided. Sublicensee agrees to be bound by and observe the obligations imposed on Sublicensee 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.

SUBLICENSOR 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 SUBLICENSOR 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 SUBLICENSOR'S SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING HEREUNDER.

APART FROM DAMAGE TO SUBLICENSOR CAUSED BY AN INFRINGEMENT BY SUBLICENSEE OF SUBLICENSOR'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:

Sublicensee unXis, Inc.
 2711 Centerville Road
 Suite 400
 Wilmington, DE 19807
 Attention: Mr. Richard Bolandz

Telephone No: _____

Sublicensor: 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 Sublicensee 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 Delaware 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 Delaware. Sublicensee 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 Sublicensor from seeking injunctive relief against Sublicensee or filing legal actions for payment of outstanding and past due debts in the courts of the Authorized Territory.

11. EXPORT REGULATIONS

Sublicensee shall follow all laws and regulations of the United States with respect to the exporting of Licensed Properties. Sublicensee 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. Sublicensee 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. Sublicensee 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. SUBLICENSEE AS AN INDEPENDENT CONTRACTOR

Sublicensee 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 Sublicensor.

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 Sublicensee and Sublicensor 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 Sublicensor 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.

SUBLICENSOR:

SCO GROUP, INC.

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

SUBLICENSEE:

UNXIS, INC.

By: _____
Name: Richard Bolandz
Title: Chief Executive Officer

EXHIBIT D

PURCHASE PRICE ALLOCATION

TO BE PROVIDED SEPARATELY.

BILL OF SALE

This BILL OF SALE (the "Agreement") is entered into as of _____, 2011 by and between The SCO Group, a Delaware corporation, and SCO Operations, Inc., a Delaware corporation, by the Chapter 11 Trustee, Edward Cahn, solely in his capacity as Trustee (collectively, the "Seller"), and unXis, Inc., a Delaware corporation (the "Buyer").

WITNESSETH:

A. WHEREAS, pursuant to the terms of the Asset Purchase Agreement dated January 19, 2011 (the "Purchase Agreement") between Buyer and Seller, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase, the Acquired Assets, as defined in the Purchase Agreement; and

B. WHEREAS, the execution and delivery of this Agreement by Buyer and Seller is required to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the benefits set forth herein and in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Purchase and Sale of Acquired Assets. Seller hereby sells, assigns, transfers and delivers to Buyer, its successors and assigns, and Buyer hereby purchases, all right, title, and interest in and to all of the Acquired Assets free and clear of any and all Encumbrances and Retained Obligations. For the avoidance of doubt, the Acquired Assets shall not include any Excluded Assets.

3. No Third Party Remedies. Nothing in this Agreement is intended or shall be construed to confer upon or give to any person or entity other than Buyer, Seller and their respective successors and consented-to assigns, any remedy or claim hereunder, and all of the terms, covenants, conditions, promises and agreements contained herein shall be for the sole and exclusive benefit of Buyer, Seller, and their respective successors and consented-to assigns.

4. No Modification of the Purchase Agreement. Nothing in this Agreement shall be construed to enlarge, restrict, or otherwise modify the terms of the Purchase Agreement, or constitute a waiver or release by Buyer or Seller of any liabilities, duties, or obligations imposed upon any of them by the terms of the Purchase Agreement.

5. Enforceability. This Agreement is being executed by Buyer and Seller and shall be binding upon each of them, and their respective successors and consented-to assigns, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

6. 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.

IN WITNESS WHEREOF, this BILL OF SALE is executed and delivered as of the date first written above.

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.

SCO OPERATIONS, INC.

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

BUYER:

UNXIS, INC.
a Delaware corporation

By: _____
Name: Richard Bolandz
Title: Chief Executive Officer

Schedule 1.57

SALES ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re	:	Chapter 11
	:	
The SCO GROUP, INC., <i>et al.</i> , ³	:	Case No. 07-11337 (KG)
	:	(Jointly Administered)
Debtors.	:	
	:	Re: Docket No. 1141

**ORDER UNDER 11 U.S.C. §§ 105(a), 363 AND 365 AND FEDERAL RULES OF
BANKRUPTCY PROCEDURE 2002, 6004 AND 9014 (A) APPROVING THE SALE
OF SUBSTANTIALLY ALL OF THE DEBTORS' SOFTWARE PRODUCT
BUSINESS ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS
AND ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363, (B) APPROVING
ASSUMPTION, ASSIGNMENT AND SALE OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES PURSUANT TO 11 U.S.C. § 365 AND (C)
GRANTING RELATED RELIEF**

Upon the motion (the "Sale Motion") [Docket. No. 1141] of Edward N. Cahn, Esq. (the "Chapter 11 Trustee"), in his capacity as Chapter 11 Trustee for the above-captioned debtors (collectively, the "Debtors"), pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") for an order authorizing and approving (a) the sale of substantially all of the Debtors' software product business assets (but

³ The Debtors and the last four digits of each of the Debtors' federal tax identification numbers are as follows: (a) The SCO Group, Inc., a Delaware corporation, Fed. Tax Id. #2823; and (b) SCO Operations, Inc., a Delaware corporation, Fed. Tax Id. #7393.

excluding the Excluded Assets, hereafter, the “Acquired Assets”)⁴, and (b) the assumption and assignment of certain executory contracts in connection therewith; and the Court having reviewed and considered (i) the Sale Motion and all relief related thereto, (ii) any objections thereto, (iii) the terms of the agreement relating to the Acquired Assets, as described in and pursuant to the terms and conditions of that certain Asset Purchase Agreement dated as of January __, 2011 (collectively with all schedules and exhibits thereto, and all ancillary agreements, the “Asset Purchase Agreement”) by and between The SCO Group, Inc., as Seller (the “Seller”), and [BUYER] (the “Purchaser”), a true and correct copy of which is attached hereto as Exhibit A and (iv) the Court having heard the statements of counsel and the evidence presented in support of the relief requested by the Sale Motion at the hearing before the Court on February 16, 2011 (collectively, the “Sale Hearing”); and the Court having held a hearing on August 23, 2010 to consider the Sale Motion and in connection therewith having entered the *Order (1) Authorizing the Marketing, Auction and Sale of Substantially All of the Debtors’ Software Business Assets Consistent with Form Asset Purchase Agreement and Free and Clear of All Liens, Claims and Encumbrances, (2) Authorizing Assumption, Assignment, and Sale of Certain Executory Contracts and Unexpired Leases, (3) Approving Bidding Procedures in Connection with Auction, (4) Establishing Sale Hearing Date and (5) Granting Related Relief* [Docket No. 1161] on the same day (the “Bidding Procedures Order”); and the Chapter 11 Trustee having served *Notice of Cure Amounts in Connection with the Assumption and Assignment of Executory Contracts and Unexpired Leases* [Docket No. 1184] (the “Cure Notice”) in accordance with the Bidding Procedures Order; and the Chapter 11 Trustee having

⁴ All capitalized terms not otherwise defined in this Order have the meanings ascribed to such terms in the Sale Motion or the Asset Purchase Agreement, as applicable. In the event of any inconsistency between the use of capitalized terms in the Sale Motion and Asset Purchase Agreement, the Asset Purchase Agreement shall control.

served the *Notice of Modified Bidding Procedures in Connection with Auction and Sale of Substantially all of the Debtors' Software Business Assets Consistent with Form Asset Purchase Agreement and Free and Clear of All Liens, Claims and Encumbrances* [Docket No. 1212] on January 6, 2011 (the "Notice of Modified Bidding Procedures") as authorized pursuant to the Bidding Procedures Order; and the Court having jurisdiction to consider and determine the Sale Motion as a core proceeding in accordance with 28 U.S.C. §§ 157(b) and 1334; and due notice of the Sale Hearing and the Sale Motion having been provided, and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED:

A. The Court has jurisdiction to consider the Sale Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334. The Sale Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in the Court under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Sale Motion are Bankruptcy Code sections 105(a), 363(b), (f), (l) and (m) and 365(a), (b) and (f) and Bankruptcy Rules 2002, 6004, 6006 and 9014.

C. As evidenced by the certificates of service filed with the Court, (i) proper, timely, adequate, and sufficient notice of the Sale Motion, the transactions contemplated thereby, the Bidding Procedures Order, the Cure Notice, the Notice of Modified Bidding Procedures, and the Sale Hearing has been provided in accordance with Bankruptcy Code sections 102, 105, 363, and 365 and Bankruptcy Rules 2002, 6004 and 9014; and (ii) no other or further notice of the Sale Motion, the transactions contemplated thereby, the Bidding

Procedures Order, the Cure Notice, the Notice of Modified Bidding Procedures, the Sale Hearing or the entry of this Order is required.

D. On September 14, 2007 (the “**Petition Date**”), the Debtors commenced their bankruptcy cases by filing voluntary petitions for relief under the Bankruptcy Code. The Debtors’ chapter 11 cases are being jointly administered.

E. On August 25, 2009 (the “**Appointment Date**”) this Court approved the appointment of Edward N. Cahn, Esquire as Chapter 11 trustee in these cases [Docket No. 900]. No official committee of unsecured creditors has been appointed to date. The Trustee has been performing his duties and operating the Debtors as authorized by Bankruptcy Code sections 1106 and 1108.

F. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including, but not limited to: (i) the Office of the United States Trustee (the “**OUST**”); (ii) known entities to have expressed an interest in an acquisition or sale transaction regarding the Acquired Assets since the Appointment Date; (iii) known persons holding a lien, claim, encumbrance or other interest in, to or against any of the Acquired Assets; (iv) applicable federal, state and local taxing authorities; (v) applicable federal, state and local governmental units; (vi) the Debtors’ secured creditors; and (vii) all entities who have filed a notice of appearance and request for service of papers in the Debtors’ bankruptcy cases pursuant to Bankruptcy Rule 2002.

G. The offer of the Buyer to purchase the Acquired Assets is the highest and best offer received by the Debtors and the Chapter 11 Trustee after a period in which third parties had a sufficient opportunity to seek information and enter into discussions or negotiations

with the Debtors and the Chapter 11 Trustee concerning a sale of the Acquired Assets. The Debtors have marketed the Acquired Assets diligently, in good faith and in a commercially reasonable manner to secure the highest and/or best offer therefor. At the direction of the Court, the Acquired Assets were the subject of a robust marketing process, including an auction conducted on January 19, 2011. The sale process conducted by the Chapter 11 Trustee was non-collusive, fair and reasonable and conducted in good faith. This transaction must be approved and consummated promptly in order to maximize the value of the Seller' estates.

H. The terms and conditions of the Asset Purchase Agreement: (i) are fair and reasonable, (ii) valid, binding and enforceable, (iii) constitute the highest and best offer for the Acquired Assets, (iv) will provide a greater recovery for the Seller' creditors than would be provided by any other practical available alternative, (v) constitute reasonably equivalent value and fair consideration for the Acquired Assets, and (vi) are in the best interests of the Seller, their bankruptcy estates, creditors, and all parties in interest.

I. The Asset Purchase Agreement was negotiated, proposed and has been entered into by the parties in good faith, at arm's length and without collusion. The Purchaser has acknowledged that its entry into the Asset Purchase Agreement constitutes the definitive documentation contemplated by the Purchaser and Seller at the February 16, 2011 Sale Hearing, and that the Purchaser is satisfied with the Acquired Assets described in the Asset Purchased Agreement.

J. The Purchaser is a good faith purchaser in accordance with Bankruptcy Code section 363(m) and, as such, is entitled to all of the protections afforded thereby.

K. The Chapter 11 Trustee, on behalf of the Debtors, has advanced sound business reasons and a valuable business purpose for executing, delivering and performing the Asset Purchase Agreement and to sell the Acquired Assets as set forth in the Sale Motion and as demonstrated at the Sale Hearing, and it is a reasonable exercise of the Debtors' and the Trustee's business judgment to execute, deliver and consummate the Asset Purchase Agreement with the Purchaser and to perform the obligations there under. Such business judgment includes, but is not limited to, the fact that: (i) there is a significant risk of immediate and irreparable deterioration in the value of the Acquired Assets and the Debtors' remaining assets if the transaction is not consummated in the near future; (ii) the Asset Purchase Agreement constitutes the highest and best bid for the Acquired Assets; and (iii) the consummation of the Asset Purchase Agreement presents the best opportunity to realize the value of the Acquired Assets and the Debtors' remaining assets and avoid further decline and devaluation thereof.

L. The Debtors and Chapter 11 Trustee may sell, transfer and assign the Acquired Assets pursuant to the Asset Purchase Agreement free and clear of all Liens, in accordance with Bankruptcy Code sections 105, 363, and 365 and such transfer is authorized by this Order. All (i) holders of Liens and (ii) non-debtor parties who did not object, or who withdrew their objections, to the Sale Motion and the Cure Notice are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2).

M. The transfer of the Acquired Assets to the Purchaser does not and will not subject the Purchaser to any liability to creditors and equity security holders of the Debtors, other than those liabilities expressly assumed in the Asset Purchase Agreement, by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or

the District of Columbia, based in whole or in part, directly or indirectly, or any theory of law, including without limitation, any theory of antitrust or successor or transferee liability.

N. Neither the Seller nor the Purchaser has engaged in any conduct that would cause or permit the application of Bankruptcy Code section 363(n) to the Sale, including having the Asset Purchase Agreement voided.

ACCORDINGLY, THE COURT HEREBY ORDERS THAT:

1. The Sale Motion is granted as set forth herein.
2. Any objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived or settled, and all reservations of rights included therein, are overruled on the merits. Parties who did not object, or who withdrew their objections to the Sale Motion, are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2).
3. The Asset Purchase Agreement and all of the terms and conditions contained therein are approved and are binding upon the parties thereto.
4. The Debtors are authorized and directed, pursuant to Bankruptcy Code sections 105(a) and 363(b), to perform all of their obligations pursuant to the Asset Purchase Agreement and to execute such other documents and take such other actions as are reasonably necessary to effectuate the transactions contemplated by the Asset Purchase Agreement.
5. The sale of the Acquired Assets, pursuant to this Order and the Asset Purchase Agreement, will vest the Purchaser with all of the Seller' right, title and interest in the Acquired Assets and will be a legal, valid and effective transfer of the Acquired Assets pursuant to Bankruptcy Code sections 105, 363(b), 363(f), and 363(l), free and clear of any liens (consensual liens, non-consensual liens, and statutory liens), security interests,

encumbrances and claims (as defined in Bankruptcy Code section 101(5)), to the fullest extent of the law, in each case whether secured or unsecured, choate or inchoate, filed or unfilled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, or known or unknown, whether arising prior to, on, or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise (collectively, the “**Liens**”), provided that all such Liens attach to the net proceeds of sale of the Acquired Assets in the order of their priority, and with the same validity, priority, force and effect which such holder has prior to the sale of the Acquired Assets, subject to the rights, claims, defenses, and objections, if any, of the Debtors, the Trustee and all parties in interest.

6. Entry of this Order will result in and constitute authorization for the Seller as Sublicensor to enter into the Sublicense Agreement pursuant to which Purchaser as Sublicensee is granted a personal, nontransferable, nonexclusive, non-sublicenseable (except as provided in the Sublicense Agreement), royalty-free right and sublicense to use the Licensed Properties, as defined in the Asset Purchase Agreement, which shall include 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, in accordance with the Sublicense Agreement, including the right to modify and create derivative works of such Licensed Properties.

7. Subject to the provisions of Paragraph 5 of this Order, entry of this Order will result in and constitute, as of the Closing and Closing Date, the release and cancellation of

any filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Liens against the Acquired Assets where releases of such instruments have not been delivered to the Debtors or the Chapter 11 Trustee prior to the Closing Date.

8. All entities which are presently or on the Closing Date may be in possession of some or all of the Acquired Assets are hereby directed to surrender possession of the Acquired Assets to the Purchaser on the Closing Date.

9. All persons or entities holding Liens in, to or against the Acquired Assets shall be, and they hereby are, forever barred from asserting such Liens against Purchaser and its successors and assigns, or against such Acquired Assets after Closing.

10. Subject to and conditioned on the Closing of the transactions contemplated by the Asset Purchase Agreement, at the direction of the Purchaser, the Seller hereby assumes and assigns the Assumed Contracts (as defined in the Asset Purchase Agreement) to Purchaser pursuant to Bankruptcy Code Sections 363 and 365. Purchaser shall be responsible for satisfying any necessary findings of adequate assurance of future performance under such Assumed Contracts and for satisfying any cure amounts associated with the same up to the Buyer's \$50,000.00 Cure Limit. Seller shall be responsible for satisfying any cure amounts associated with the same in excess of Buyer's \$50,000.00 Cure Limit.

11. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended, or supplemented through a written document signed by the parties thereto in accordance with the terms thereof without further order of this Court; provided, however, that any such modification, amendment or supplement is neither material nor changes the economic substance of the transactions contemplated hereby.

12. Except as otherwise provided in the Asset Purchase Agreement, the Acquired Assets shall be sold, transferred, and delivered to the Purchaser on an “as is, where is” and “with all faults” basis.

13. Until these cases are closed or dismissed, this Court shall retain exclusive jurisdiction (a) to enforce and implement the terms and provisions of the Asset Purchase Agreement, all amendments thereto, and any waivers and consents there under; (b) to compel the Seller and the Purchaser to perform all of their respective obligations under the Asset Purchase Agreement; (c) to resolve any disputes, controversies or claims arising out of or relating to the Asset Purchase Agreement, including without limitation, issues pertaining to the Acquired Assets and Assumed Contracts; and (d) to interpret, implement and enforce the provisions of this Order.

14. This Order shall be binding upon (i) the Debtors and their estates, (ii) all creditors of, and holders of equity interests in, any Debtor, (iii) all holders of Liens against or on all or any portion of the Acquired Assets, (iv) all parties to Assumed Contracts, (v) Novell, Inc., (vi) the Purchaser, and (vii) all successors and assigns of any of the foregoing, including any trustees that may be appointed in any of the Debtors’ bankruptcy cases.

15. The failure to include any particular provision of the Asset Purchase Agreement in this Order shall not diminish or impair the effectiveness of that provision, it being the intent of this Court and the parties that the Asset Purchase Agreement be approved and authorized in its entirety.

16. This Order constitutes a final order pursuant to 28 U.S.C. § 158(a). As provided by Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately. The provisions of Bankruptcy Rule 6004(h) staying the effectiveness of this

Order for fourteen (14) days are hereby waived. This Court has found that time is of the essence in closing the transactions contemplated by the Asset Purchase Agreement and the parties to the Asset Purchase Agreement shall be authorized to close the sale as soon as possible consistent with the terms of the Asset Purchase Agreement.

17. Upon Closing, transfer of the Acquired Assets and Assignment of the Assumed Contracts: (a) shall be legal, valid and effective transfers of the Acquired Assets and assignments of the Assumed Contracts from the Debtors and their estates to the Buyer, (b) vest in the Buyer all right, title, and interest of the Debtors and their estates in and to the Acquired Assets, (c) constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of the United States, any State, territory or possession, of the District of Columbia, and (d) do not and will not subject the Buyer to any liability by reason of such transfers under any laws of the United States, any State, territory or possession, of the District of Columbia applicable to such transfers based in whole or in part, directly or indirectly, on any theory of law, including without limitation, any theory of successor or transferee liability.

Dated: February __, 2011

The Honorable Kevin Gross
United States Bankruptcy Judge

ACQUIRED ASSETS**(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)

Trademarks**U.S. Trademark Registrations:**

[All trademark registrations owned by The SCO Group, Inc. unless otherwise indicated]

TRADEMARK	COUNTRY	STATUS	REG. NO.	REG. DATE
OPENSERVER	UNITED STATES	REGISTERED	3,418,266	04-Apr-08
SCOSOURCE	UNITED STATES	REGISTERED	3,180,678	05-Dec-06
SCO	UNITED STATES	REGISTERED	1,578,766	23-Jan-90

TRADEMARK	COUNTRY	STATUS	REG. NO.	REG. DATE
	STATES			
SCO and Tree Design	UNITED STATES	REGISTERED	2,064,732	27-May-97
	UNITED STATES	REGISTERED	3,456,764	01-July-08
CALDERA	UNITED STATES	REGISTERED	2,061,968	13-May-97

Foreign Trademark Registrations¹:

TRADEMARK	COUNTRY	FILING DATE	APP. NO.	STATUS	REG. NO.	REG. DATE
OPENSERVR	EUROPEAN UNION (CTM)	19-Apr-06	5026241	PENDING		
OPENSERVR	AUSTRALIA	31-May-06	1116813	PENDING		
OPENSERVR	CHINA			PENDING		
OPENSERVR	INDIA			PENDING		
OPENSERVR	MEXICO			PENDING		
OPENSERVR	BRAZIL			PENDING		
SCO (Class 9)	ARGENTINA	26-Sep-91	1.817.974	REGISTERED	1472693	30-Sep-93
SCO (Class 9)	AUSTRALIA	05-Sep-91	563112	REGISTERED	563112	06-Oct-94
SCO	BENELUX	08-Feb-90	741099	REGISTERED	472347	08-Feb-90
SCO (Class 9)	BRAZIL	27-Nov-92	816968500	REGISTERED	816968500	22-Mar-94
SCO	CANADA	10-Sep-91	688910	REGISTERED	411425	23-Apr-93
SCO (Class 9)	CHINA	13-Jan-93	93002964	REGISTERED	684502	07-Apr-94
SCO	DENMARK	11-Sep-91	6499 1991 SCO	REGISTERED	10.006- 1992	30-Oct-92
SCO	FINLAND	05-Sep-91	4196/91	REGISTERED	123767	21-Dec-92

¹ Foreign trademarks and services marks subject to review and confirmation by foreign counsel.

TRADEMARK	COUNTRY	FILING DATE	APP. NO.	STATUS	REG. NO.	REG. DATE
SCO (Class 9)	FRANCE	09-Sep-91	307101	REGISTERED	1692453	09-Sep-91
SCO (Classes 9 and 42)	FRANCE	13-Mar-87	844624	REGISTERED	1398504	
SCO	GERMANY	01-Mar-90	N/A	REGISTERED	1 186 634	15-Jan-93
SCO (Classes 42 and 9)	UNITED KINGDOM	17-Sep-91	1477303	REGISTERED	1477303	05-Feb-93
SCO (Class 9)	HONG KONG	11-Sep-91	6689/91 and 6690/91	REGISTERED	19930087 9AA	04-Mar-93
SCO	INTERNATIONAL	15-Jul-87	n/a	REGISTERED	516 330	15-Jul-87
SCO	IRELAND	05-Sep-91	91/4542	REGISTERED	146285	20-Jan-94
SCO	ITALY	10-Sep-91	RM91C003196	REGISTERED	615327	02-Mar-94
SCO (Class 9)	JAPAN	07-Mar-91	23992/1991	REGISTERED	2610962	24-Dec-93
SCO (Class 9)	MEXICO	14-Mar-91	108786	REGISTERED	399947	26-Sep-91
SCO (Class 9)	NEW ZEALAND	06-Sep-91	212704	REGISTERED	212704	09-Feb-96
SCO	NORWAY	06-Sep-91	91/4524	REGISTERED	154.571	14-Jan-93
SCO (Class 9)	PORTUGAL	12-Nov-91	278.165	REGISTERED	278.165	17-Aug-93
SCO	SOUTH KOREA	10-Sep-91	26322/91	REGISTERED	258794	23-Feb-93
SCO	SPAIN	20-Feb-90	1550163	REGISTERED	1550163	06-Apr-92
SCO	SWEDEN	06-Sep-91	91-07618	REGISTERED	249102	14-May-93
SCO	SWITZERLAND	05-Sep-91	6145-1991.4	REGISTERED	392.642	20-Jul-92
SCO (Taiwan Class 72)	TAIWAN	06-May-91	80019453	REGISTERED	548772	16-Jan-92
SCO (Taiwan Class 49)	TAIWAN	06-May-91	80019452	REGISTERED	538736	16-Oct-91
SCO	FEDERATION OF RUSSIA	09-Oct-91	143821	REGISTERED	109157	22-Dec-92
SCO (Class 9 and 16)	CHILE	10-Sep-91	187.229	REGISTERED	630.565	17-May-92
SCO and Tree Design	AUSTRALIA	15-Feb-96	702508	REGISTERED	702508	18-Apr-97

TRADEMARK	COUNTRY	FILING DATE	APP. NO.	STATUS	REG. NO.	REG. DATE
SCO and Tree Design	BENELUX	14-Feb-96	865273	REGISTERED	587243	14-Feb-96
SCO and Tree Design	BRAZIL	26-Aug-96	819433667	REGISTERED	819433667	30-Mar-99
SCO and Tree Design	CANADA	16-Feb-96	804662	REGISTERED	475359	29-Apr-97
SCO and Tree Design	CHINA	27-Mar-96	960040644	REGISTERED	1065879	28-Jul-97
SCO and Tree Design	EUROPEAN UNION (CTM)	01-Apr-96	183129	REGISTERED	183129	18-Jan-99
SCO and Tree Design	HONG KONG	24-Feb-96	2253/96	REGISTERED	199705080	06-May-97
SCO and Tree Design	MEXICO	20-Feb-96	254919	REGISTERED	660016	
SCO and Tree Design	SOUTH KOREA	16-Feb-96	1996-6058	REGISTERED	380641	01-Nov-97
SCO and Tree Design	TAIWAN	14-Mar-96	85011915	REGISTERED	753030	16-Mar-97
SCO (Class 9)	BANGLADESH	30-Sep-91	33554	REGISTERED	33554	
SCO (Class 9)	UNITED KINGDOM	17-Sep-91	1477302	REGISTERED	1477302	
SCO	EUROPEAN UNION (CTM)	15-Mar-10	008953713	PENDING		
OPENLINUX	EUROPEAN UNION (CTM)	01-Oct-99	1335322	REGISTERED	1335322	
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	

TRADEMARK	COUNTRY	FILING DATE	APP. NO.	STATUS	REG. NO.	REG. DATE
logo)						

U. S. Copyright Registrations:

The following copyright registrations, except to the extent incorporating any Excluded Assets:

Title	Owner	Reg. No.	Reg. Date	Status
SCO OpenServer : release 5.0.5	SCO Group, Inc.	TX 6-008-305	8/31/2004	Registered
UNIX system V : release 3.0	The SCO Group, Inc.	TX 5-750-270	7/7/2003	Registered
UNIX system V : release 3.1	The SCO Group, Inc.	TX 5-750-269	7/7/2003	Registered
UNIX system V : release 3.2	The SCO Group, Inc.	TX 5-750-271	7/7/2003	Registered
UNIX system V : release 3.2/386	The SCO Group, Inc.	TX 5-750-268	7/7/2003	Registered
UNIX system V : release 4.0	The SCO Group, Inc.	TX 5-776-217	7/16/2003	Registered
UNIX system V : release 4.1	The SCO Group, Inc.	TX 5-762-234	7/3/2003	Registered
UNIX system V, release 4.1ES	The SCO Group, Inc.	TX 5-705-356	6/30/2003	Registered
UNIX system V : release 4.2	The SCO Group, Inc.	TX 5-762-235	7/3/2003	Registered
UNIX System V release 4.2MP	The SCO Group, Inc.	TX 5-972-097	6/29/2004	Registered
UnixWare 7.1.3	SCO Group, Inc.	TX 5-787-679	6/11/2003	Registered

Domain Name Registrations:

Domain Name	Registrant	Creation Date	Expiration Date
meincsales.org	The SCO Group	2/27/2006	2/27/2011
meincsalesagent.com	The SCO Group	2/27/2006	2/27/2011
projectmonterey.com	The SCO Group	3/24/1999	3/24/2011
scomobile.com	The SCO Group	4/1/2005	4/1/2011
mobilets.net	The SCO Group	4/1/2005	4/1/2011
calderasystems.com	The SCO Group	8/13/1998	8/12/2011
thescogroup.com	The SCO Group	8/19/2002	8/19/2011
sco.com	The SCO Group	9/3/1987	9/2/2011

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 Global, Inc.	SCO Group
SCO Software (UK) Ltd.	SCO Group
SCO Group France SARL	SCO Group
The SCO Group (Deutschland) GmbH	SCO Group
SCO Japan, Ltd.	SCO Group
SCO Software (India) Private Ltd.	SCO Operations, Inc. and SCO Software (UK) Ltd.

Employee Benefit Plans:

All Employee Benefit Plans of the Seller, other than the SCO Group 401(k) plan and the Seller's stock-based benefit plans (including stock option plans and the stock purchase plan).

Real Property Leases:

Lease dated August 5, 2008 between The SCO Group, Inc. and Vreeland SPVEF Venture LLC for office space at 25 A Vreeland Road, Florham Park, New Jersey 0932

Lease dated December 1, 2009 between. The SCO Group, Inc. and Canopy Properties, Inc for office space at 333 South 520 West, Suite 170, Lindon Utah 84042

Telecom Leases:

Vendor		Description
ViaWest	1200 17th Street Suite 1150 Denver CO 80202	Server hosting
Qwest	PO Box 29040 Phoenix AZ 85038	DID
Qwest	PO Box 29040 Phoenix AZ 85038	PRI
Verizion	PO Box 371355 Pittsburgh PA 15250-7355	Internet T-1 NJ
CCI Network	155 N 400 W Suite 100 Salt Lake City, UT 84103	Point-to-point, SLC Internet, Phone and LD

INTERCOMPANY RECEIVABLES

Intercompany activities between SCO Operations, Inc. and its affiliates arise under the agency agreements with the affiliates which call for a commission to be paid by SCO Operations Inc. to the affiliates based on a percentage of direct operating expenses incurred by the affiliates in the sales and marketing of the UNIX software products and services. This results in an intercompany payable on SCO Operation's general ledger and an intercompany receivable from SCO Operations on the affiliates' ledger. This intercompany payable by SCO Operations and corresponding receivable from SCO Operations is reduced to the extent that funds are remitted by SCO Operations Inc. to its affiliates to fund the necessary trade obligations of the affiliates.

Intercompany payable due from SCO Operations, Inc. to its affiliates as of October 31, 2010 are as follows.

SCO Software (UK) Ltd.	\$431,418
The SCO Group (Deutschland) Gmbh	\$618,943
SCO Software (India) Private Ltd.	\$455,407

Intercompany receivables due from the affiliates as of October 31, 2010 are as follows:

The SCO Group (France) Sarl	\$ 33,119
SCO Japan Ltd	\$ 14,596

For purposes of the waiver by the Purchased Subsidiaries of intercompany receivables due from Seller, the amount waived shall be deemed to be the intercompany receivables in effect on the Closing Date.

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. the SCO Group 401(k) plan;
- iv. all of Seller's stock-based benefit plans, including stock option plans and the stock purchase plan;
- v. the Seller's directors and officers liability insurance policy;
- vi. (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; (c) all prepaid premiums and other prepayments and deposits with respect to Seller's Employee Benefit Plans (if any), the Seller's insurance policies, and any other Contracts not purchased by the Buyer; and (d) all cash held by the Purchased Subsidiaries on the Closing Date;
- vii. All Receivables related to the Business and the Acquired Assets as of the Closing Date, the proceeds thereof and any security therefor;
- viii. all rights of Seller in the Licensed Properties;
- ix. 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;
- x. Seller's historical financial and accounting records, and the accounting systems of Seller; and
- xi. all documents or other data related to the litigation matters listed in Schedule 4.5 or referenced in Section 2.1(a)(vi) of the Agreement, including all litigation files, pleadings, motion practice, discovery, depositions, expert and other reports, and exhibits, backup

material and the computer equipment, hard drives and databases utilized by Seller's officers, and other materials related to or utilized in connection with such litigation matters.

LEASED REAL PROPERTY

1. New Jersey

Lease dated August 5, 2008 between The SCO Group, Inc. and Vreeland SPVEF Venture LLC for office space at 25 A Vreeland Road, Florham Park, New Jersey 0932

2. Lindon, Utah

Lease dated December 1, 2009 between. The SCO Group, Inc. and Canopy Properties, Inc for office space at 333 South 520 West, Suite 170, Lindon Utah 84042

3. Germany

Lease dated April 1, 2010 between The SCO Group GmbH and Dieter Dressel for office space at Niederstedter Weg 5, 61348 Bad Hamburg v.d.Hohe Germany

4. United Kingdom

Lease dated June 8, 2010 between SCO Operations and Regus for virtual office space at Hatfield Bishop Square, 2nd Floor Titan Court, 3 Bishop Square Hatfield AL 10 9NA United Kingdom

5. France

Lease dated August 30, 2010 between The SCO Group (France) SARL and Regus for office space at L'arc en Ciel 13, rue Camille Desmoulins 92441 Issy les Moulineaux

6. Japan

Lease dated September 3, 2007 between SCO Japan Ltd and Kyudai Kosan LLC for office space at 4-2-13 Nihonbashi-Muromachi Chuo-ku, Tokyo 103-0022 Japan

LITIGATION

1. The SCO Group, Inc. vs. International Business Machines Corporation, Case No. 2:03-CV-294 DAK, United States District Court for the District of Utah Central Division
2. The SCO Group, Inc. vs. Novell, Inc., Civil Action No. 2:04 CV-00139 DAK, United States District Court for the District of Utah
3. Arbitration between The SCO Group, Inc. and SuSE, ICC, Arbitration Case No. 1432/FM International Chamber of Commerce, International Court of Arbitration, Paris
4. Red Hat, Inc. vs. The SCO Group, Inc., Civil Action No. 03-772-SLR, United States District Court for the District of Delaware
5. Wayne R. Gray vs. Novell, Inc, The SCO Group, Inc. and X/Open Company Limited, Case No. 8:06-CV-01950-JSM-TGW, United States District Court for the Middle District of Florida, Tampa Division (Case dismissed in SCO's favor. Gray's appeal was denied. Gray could file for a new appeal).
6. In re: The SCO Group, Inc. and SCO Operations, Inc., Case No. 07-11337(KG), Chapter 11, the U.S. Bankruptcy Court for the District of Delaware.*
7. Sunray Computers Pvt. Ltd. Against Caldera International Incorporated, O.S. 2185/2003, Court of the City Civil Judge at Bangalore, India
8. India Income Tax Department Tax Assessment against The SCO Group, India Income Tax Appellate Tribunal
9. Re Initial Public Offering Securities Litigation, Case No. 21 MC 92 (SAS), United States District Court for the Southern District Court of New York
10. Alia Shahbaz v. The SCO Group, Inc., Insured Claim No. 14794
11. Thinking Objects Software GmbH v. SCO, (Court) Landgericht Muenchen (Munich) I, Lenbachplatz 7, 80335 Munich, Germany, Case No. 21 O 1929/08

COMPLIANCE WITH LAWS

None.

INSURANCE POLICIES

- | | | |
|----|---|------------------------|
| 1. | National Union Fire Insurance (D&O Insurance) | Expires July 28, 2011 |
| 2. | Chubb (Umbrella and Auto Insurance) | Expires March 15, 2011 |
| 3. | Travelers (Workers Compensation) | Expires June 1, 2011 |
| 4. | Carolina Casualty (Employment Practices) | Expires March 30, 2011 |
| 5. | AON (SCO Software (UK) Limited – Liability Insurance) | Expires July 28, 2011 |

PERMITS

Permits Relating to OpenServer Business

1. ECCN: 5D002
2. ECCN Paragraph: (C.1)
3. License Exceptions Available: ENC (see note below)
4. Country Chart Column or Reason for Control: NS1 AT1

Note: These encryption items are eligible for license exception ENC under sections 740.17 (A) and (B) (3) of the Export Administration Regulations. This permit was issued by the U.S. Department of Commerce – Bureau of Industry and Security.

INTELLECTUAL PROPERTY

Litigation claims pending or that may be asserted in the future, against International Business Machines Corporation, Novell, Inc., SUSE Linux GmbH or others, and 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