

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

In re:

The SCO Group, Inc., *et al.*,

Debtors.

**Case No.: 07-11337 (KG)
(Jointly Administered)**

Chapter 11

**Docket Ref. Nos. 1141, 1161, 1184
and 1216**

**RESERVATION OF RIGHTS OF HEWLETT-PACKARD COMPANY
REGARDING DEBTORS' NOTICE OF CURE AMOUNTS IN CONNECTION
WITH THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES**

Hewlett-Packard Company ("Hewlett-Packard"), by and through its undersigned counsel, hereby submits this reservation of rights ("Reservation of Rights"), in connection with the Notice of Cure Amounts in Connection with the Assumption and Assignment of Executory Contracts ("Cure Notice") [docket No. 1184] and Notice of Filing of (I) Executed Asset Purchase Agreement and (II) Proposed Sale Order in Connection Therewith ("Sale Notice") filed by the Edward N. Cahn, Esq. ("Trustee"), the Chapter 11 Trustee in the above captioned jointly administered Chapter 11 bankruptcy cases. In support of its Reservation of Rights, Hewlett-Packard respectfully represents as follows:

BACKGROUND

1. Hewlett Packard incorporates herein its Reservation of Rights of Hewlett-Packard Company Regarding Debtors' Notice of Cure Amounts in connection with the Assumption and Assignment of Executory Contracts and Unexpired Leases ("Initial Reservation of Rights"), filed in these jointly administered bankruptcy cases on November 23, 2011. [Docket No. 1206] A copy of the Initial Reservation of Rights is attached hereto as Exhibit A for the convenience of the Court and parties-in-interest.

2. Hewlett-Packard is willing to consent to the assumption of its executory contracts with the Debtor and their assignment to the proposed purchaser of their assets on the basis set forth on that certain proposed Stipulation of Hewlett-Packard Company and Edward N. Cahn, Esq., Chapter 11 Trustee concerning His proposed Assumption and Assignment of Executory Contracts and Unexpired Leases between Debtors and Hewlett-Packard Company (“Stipulation”). A true and correct copy of the proposed Stipulation (without exhibits), which has not yet been signed by the parties, is attached hereto for the convenience of the Court and parties-in-interest as Exhibit B.

WHEREFORE, Hewlett-Packard consents to the assumption and the assignment of its contracts with the Debtor and their assignment to the proposed purchaser of their assets on the basis of the terms and provisions set forth in the Stipulation.

Respectfully submitted,

Dated: February 7, 2011

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