

EXHIBIT A

November 12, 2009

VIA EMAIL (Fatell@BlankRome.com) ONLY

Bonnie Glantz Fatell, Attorney
Blank Rome LLP
1201 Market Street, Suite 800
Wilmington, DE 19801

Re: The SCO Group, Inc., Delaware Bankruptcy Court, Case No. 07-11337 (KG)
S+H Client/Matter Nos. 051133/000005
-and-
Wayne R. Gray, Appellant, v. Novell, Inc., The SCO Group, Inc.,
and X/Open Company Limited, Appellees
Appeal No. 09-11374-C, United States Court of Appeals for the Eleventh Circuit
S+H Client/Matter Nos. 051133/000002

Dear Ms. Fatell:

Earlier this morning, we provided you with copies of the following listed documents that you requested from us yesterday afternoon:

1. "X/Open's Motion To Lift Stay Of Appeal"; and
2. "Memorandum In Opposition To 'X/Open's Motion To Lift Stay Of Appeal.'"

This letter also confirms and elaborates upon my email correspondence with you yesterday, as well as my telephone discussion with you late yesterday afternoon, that, if the Chapter 11 Trustee of The SCO Group, Inc. ("the Trustee"), elects to oppose Mr. Gray's "Motion For Entry Of Ordering Lifting Automatic Stay To Permit The Debtor, The SCO Group, Inc., To Participate In Florida Federal Court Action And Pending Eleventh Circuit Court Of Appeals Proceeding" we ask that counsel for the Trustee:

- a. Disclose in full to the Delaware bankruptcy court the efforts that you and your law firm have made to determine the current value of the specified "UNIX" Trademarks;
- b. Disclose in full to the Delaware bankruptcy court any and all discussions that you or anyone associated with, or acting on behalf of, your law firm or the Trustee have had with counsel for, or anyone else employed by, associated with, or acting on behalf of, Novell, Inc. ("Novell"), about Mr. Gray's "Motion For Entry Of Ordering Lifting Automatic Stay To Permit The Debtor, The SCO Group, Inc., To

**STEELE
HALE**

201 East Kennedy Boulevard, Suite 425, Tampa, FL 33602
813 223 2060 Fax: 813 223 2065 www.steelehale.com

Participate In Florida Federal Court Action And Pending Eleventh Circuit Court Of Appeals Proceeding”;

- c. Disclose in full to the Delaware bankruptcy court any and all discussions that you, or anyone else employed by, associated with, or acting on behalf of, your law firm or the Trustee have had with counsel for, or anyone else employed by associated with, or acting on behalf of, X/Open Company Limited (“X/Open”), about Mr. Gray’s “Motion For Entry Of Ordering Lifting Automatic Stay To Permit The Debtor, The SCO Group, Inc., To Participate In Florida Federal Court Action And Pending Eleventh Circuit Court Of Appeals Proceeding”; and
- d. Disclose in full to the Delaware bankruptcy court any and all reasons why the Trustee elected not to pursue the extremely-valuable “UNIX” Trademarks as assets of the SCO bankruptcy estate.

In particular, if the Trustee believes that the so-called “Confirmation Agreement” of September 4, 1996, is dispositive of X/Open’s ownership of the “UNIX” Trademarks, then, given that both Novell and SCO stipulated in the Utah District Court Action that Novell’s entire UNIX business, all of Novell’s “UNIX” Trademark licenses, and Novell’s “UNIX” Trademarks transferred unencumbered from Novell to Santa Cruz (a predecessor of SCO) by way of the September 19, 1995, “Asset Purchase Agreement” and the related December 6, 1995, “Bill of Sale,” we ask that he explain in detail in his response:

1. how and when the UNIX business, including the UNIX licensing business, transferred from Santa Cruz (or one of its successors) back to Novell;
2. how and when the good will associated with the UNIX business, including the goodwill associated with the UNIX licensing business, transferred from Santa Cruz (or one of its successors) back to Novell;
3. how and when the “UNIX” Trademarks, which symbolize the goodwill associated with the UNIX business, including the goodwill associated with the UNIX licensing business, transferred from Santa Cruz (or one of its successors) back to Novell;
4. how Novell managed to be in the UNIX business in 1998 (when it purportedly transferred the “UNIX” Trademarks, together with the UNIX business and the goodwill associated with those Trademarks, to X/Open) when it had agreed earlier in the 1995 “Asset Purchase Agreement” and the “Technology Licensing Agreement” to restrictive covenants requiring it (Novell) to exit the UNIX business and to remain out of it; and
5. how X/Open has lawfully owned the “UNIX” Trademarks since 1994, as it

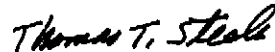
Bonnie Glantz Fatell, Attorney
November 12, 2009
Page 3

continues to state on its official web site, when the purported "Deed Of Assignment" was not executed by Novell until November, 1998.

If the Trustee ignores the undisputed facts and documents underlying these critical points, Mr. Gray's view is that a committee of unsecured creditors should be organized to conduct a thorough inquiry into why the assets in question - - the extremely-valuable "UNIX" Trademarks - - are not being pursued by the Trustee as assets of the SCO bankruptcy estate.

We look forward to receiving, and responding to, the Trustee's response to Mr. Gray's "Motion For Entry Of Ordering Lifting Automatic Stay To Permit The Debtor, The SCO Group, Inc., To Participate In Florida Federal Court Action And Pending Eleventh Circuit Court Of Appeals Proceeding." And, of course, Mr. Gray and I also look forward to meeting the Trustee and you at the hearing on November 20, 2009.

Very truly yours,



Thomas T. Steele

TTS:tmo

Enclosures

cc: J. McMahon, Atty. (w/out enclosures)
W. Gray (w/out enclosures)

STEELE
HALE