

EXHIBIT A

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

In re : Chapter 11
:
TSG Group, Inc. (f/k/a The SCO Group, : Case No. 07-11337 (KG)
Inc.), *et al.*,¹ :
:
Debtors. : (Jointly Administered)

**ORDER GRANTING CHAPTER 11 TRUSTEE’S MOTION PURSUANT TO
BANKRUPTCY CODE SECTIONS 105 AND 363 AND BANKRUPTCY RULE 9019 FOR
ENTRY OF ORDER AUTHORIZING THE TRUSTEE TO ENTER INTO A
SETTLEMENT AGREEMENT WITH THE LENDERS**

Upon consideration of the motion (the “**Motion**”)² of the Edward N. Cahn, Esq. (the “**Chapter 11 Trustee**” or “**Trustee**”), in his capacity as Chapter 11 Trustee for the above-captioned debtors (collectively, the “**Debtors**”) pursuant to sections 105 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”) and Rule 19 of the Federal Rule of Bankruptcy Procedure (the “**Bankruptcy Rules**”), for entry of an order authorizing and approving the Trustee’s entry into the Settlement Agreement attached hereto as Exhibit 1.; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that good and sufficient cause exists for granting the Motion and the relief requested therein; and it appearing

¹ The Debtors and the last four digits of each of the Debtors’ federal tax identification numbers are as follows: (a) TSG Group, Inc. [f/k/a The SCO Group, Inc.], a Delaware corporation, Fed. Tax Id. #2823; and (b) TSG Operations, Inc. [f/k/a SCO Operations, Inc.], a Delaware corporation, Fed. Tax Id. #7393.

² All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

that the relief requested in the Motion, is appropriate in the context of these cases and is in the best interests of the Debtors' estates and all other parties-in-interest; and it appearing that notice of the Motion was adequate and proper under the circumstances of these cases, and it appearing that no other or further notice need be given; it is hereby

ORDERED that the Motion is granted; and it is further

ORDERED that the Settlement Agreement, attached hereto as Exhibit 1, is approved pursuant to Bankruptcy Code sections 105 and 363 and Bankruptcy Rule 9019(a); and it is further

ORDERED that the Trustee is authorized and directed to execute the Settlement Agreement, the Amended and Restated Promissory Note, the Amendment to Collateral Agent Agreement and the Assignment of Warrant all in accordance with the terms of the Settlement Agreement.

ORDERED that this Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Order.

Dated: _____, 2011
Wilmington, Delaware

THE HONORABLE KEVIN GROSS
UNITED STATES CHIEF BANKRUPTCY JUDGE

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of July __, 2011, by and among the bankruptcy estates of TSG Group, Inc. and TSG Operations, Inc. (f/k/a The SCO Group, Inc. and SCO Operations, Inc., respectively) (the “Debtors” or the “Estates”), by and through Edward N. Cahn solely in his capacity as Chapter 11 Trustee (the “Trustee”), and each of the persons that made some portion of the loan in the principal amount of \$2,000,000 (the “Original Loan”) to the Estates pursuant to the terms of the Credit Agreement (each such person as set forth on Schedule 1 attached hereto, the “Lenders” and together with the Trustee, the “Parties”).

BACKGROUND

A. On September 14, 2007 (the “Petition Date”), the Debtors commenced their bankruptcy cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors continued in the management and operation of their businesses and property as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108 until August 25, 2009 when this Court appointed Edward N. Cahn to serve as the chapter 11 trustee.

B. The Trustee and the Lenders entered into the Credit Agreement as of March 5, 2010 pursuant to which the Estates became indebted to the Lenders in the principal amount of \$2,000,000 plus interest, plus the right of the Lenders to receive the Loan Fee. The Credit Agreement was approved by the Bankruptcy Court by order entered on March 5, 2010 [Dkt. No. 1084].

C. As of April 11, 2011, the Trustee sold and conveyed to unXis, Inc. (“Buyer”) the UNIX® system software product and related services business, in accordance with the terms and conditions of the Asset Purchase Agreement dated January 19, 2011 and ancillary documents (the “Asset Purchase Agreement”) and pursuant to an order of the Bankruptcy Court entered on March 7, 2011 [Dkt. No. 1253], approving the sale to the Buyer. The cash portion of the purchase price was in the amount of \$600,000 (“Sale Proceeds”). In addition, among other things, the Buyer delivered Warrants to the Trustee as defined more fully in the Asset Purchase Agreement and defined in paragraph 25 below.

D. On or about April 28, 2011 and again on May 4, 2011, the Lenders sent the Trustee a notice of Event of Default under the terms of the Credit Agreement. The Trustee disputed that an Event of Default occurred and the Parties entered into confidential discussions and ultimately settlement negotiations.

E. The Lenders and the Trustee have reached an agreement on the terms and conditions set forth herein which resolves the disputes under the Credit Agreement and all other issues discussed among the Parties hereto.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound and subject only to approval by the Bankruptcy Court, the Parties hereto agree as follows.

1. Definition: All capitalized terms used herein are to be given the meaning ascribed to them in this Agreement, or as defined in paragraph 24 below.

2. On the third business day after the entry of an order approving this Agreement (the "Payment Date"), (i) the Estate will make a payment to the Lenders in the amount of \$350,000 in immediately available funds ("Cash Payment"); (ii) the Trustee will execute and deliver to the Collateral Agent (as defined in Paragraph 13 below) the Amended and Restated Promissory Note; (iii) the Estate will assign, transfer and deliver to the Lenders the Warrant pursuant to the terms of the Assignment of Warrant and (iv) the Borrowers will execute the Amended Collateral Agent Agreement. Payment of the Cash Payment is conditioned on the execution and delivery of each of the foregoing documents, in the forms attached hereto as Exhibits A, B and C, respectively.

3. The Loan Fee is increased from 6.6% to 12%.

4. The Lenders shall be deemed to have withdrawn the notices to the Trustee of the Events of Default under the Credit Agreement.

5. The Cash Payment to the Lenders will be applied to reduce the principal amount of the Original Loan. The Lenders acknowledge and agree that the remaining balance of \$2,048,176.00 (the "Restated Debt") will accrue Basic Interest from the Payment Date. Hereafter, all references in this Agreement to the Restated Debt shall mean the sum of the Restated Debt plus the Basic Interest accruing on the Restated Debt from the Payment Date until the date the Restated Debt is paid in full. To the extent partial payments are made on the Restated Debt such payments shall be applied to reduce the principal amount of the Restated Debt and interest shall accrue on the reduced principal amount.

6. The Lenders acknowledge and agree that the Restated Debt and the Loan Fee will be payable solely from the Litigation Proceeds. In accordance with the definition of Litigation Proceeds set forth in paragraph 25 below, the Lenders shall be paid from any Litigation Proceeds received by the Trustee and/or the Estates. The Trustee shall not wait for the full amount of the Litigation Proceeds to be received by the Trustee and/or the Estates before making partial or full payment to the Lenders. There will be no further distribution to the Lenders from the Sale Proceeds or from the Estates to reduce the Original Loan, the Restated Debt or the Loan Fee, except as set forth herein.

7. The Restated Debt shall be due and payable on the Maturity Date as defined herein, unless otherwise agreed to in writing by the Parties. Any previously agreed maturity date is hereby waived and the Parties acknowledge and agree that unless and until there are Litigation Proceeds, the Lenders will not be entitled to any payments from the Estates (other than as set forth in paragraph 2 above). All payments by the Estates to the Lenders shall be *pro rata* based on the allocation schedule attached hereto as Schedule 1 and incorporated herein

8. To secure the Restated Debt, including the Loan Fee, the Trustee and the Estates hereby grant to Lenders a lien on and continuing interest in all of the Estates' assets as of the date hereof, and all of the Estates' rights and interests in the Litigation Proceeds, subject to the terms and conditions and limitations in this Agreement; provided, however, it is understood and

agreed that the Lenders hereby consent to the Trustee's use of the Estates' assets (exclusive of the Litigation Proceeds) in the Trustee's sole discretion and without further approval from the Lenders, provided no Event of Default has been declared by the Lenders through the Collateral Agent.

9. The Lenders will not object to the request for, or payment of, any fees or expenses of the Estate Professionals, nor will Lenders object to the Sale Proceeds or other Estate assets being applied to reduce the Estate Professional Fees. Lenders and Trustee agree that if and when any Litigation Proceeds are received by the Trustee and/or the Estates, to the extent there are allowed and unpaid professional fees and expenses of the Estates ("Estate Professional Fees"), the Restated Debt and the Loan Fee shall be paid *pari passu* with such Estate Professional Fees.

10. The Trustee, in his sole discretion, may pursue or not pursue the Litigation, accept or reject any settlement of the Litigation, and neither the Lenders nor any future persons that provide financing to the Trustee will have the right to direct the Trustee in any manner with respect to the Litigation or settlement thereof.

11. The Lenders consent to the Trustee entering into any financing agreement with any new lender or lenders or any of the existing Lenders with the understanding that any new loan or loans will have priority over the Lenders with respect to payment of the Restated Debt, the Lenders' interest in the Litigation Proceeds and payment of the Loan Fee. The Lenders will have the same opportunity as any other prospective lender to propose and negotiate any new financing with the Trustee.

12. Each of the Lenders on the one hand, and the Estates and the Trustee on the other hand, for good and valuable consideration, the adequacy of which is hereby confirmed, release each other and the Estate Professionals unconditionally, absolutely, irrevocably and forever from any and all claims and causes of action of any nature whatsoever, whether known or unknown, with respect to the Credit Agreement and the Chapter 11 proceedings except that the Parties retain their rights to enforce this Agreement and the Amended and Restated Promissory Note.

13. Each of the Lenders hereby consent to SEUNG NI CAPITAL PARTNERS, L.L.C., or Ralph Yarro, or his nominee, acting as the agent ("Collateral Agent") for all of the Lenders with respect to the enforcement of this Agreement and the Amended and Restated Promissory Note. Each of the Lenders acknowledge the terms of the Collateral Agent Agreement as amended, which continue in full force and effect, and shall apply to this Settlement Agreement and the Amended and Restated Promissory Note and agrees to be bound thereby. Notwithstanding anything to the contrary in this Agreement, the Amended and Restated Promissory Note or the Collateral Agent Agreement, as amended, no individual Lender may make any demand, send notice, exercise any remedies, or take any action whatsoever against or adverse to the Trustee or the Estates except through the Collateral Agent.

14. In the event the Trustee and/or the Estates fail to comply with the payment obligations to the Lenders as set forth in this Agreement, then the Lenders, solely through the Collateral Agent, may notify the Trustee and the Estates that an Event of Default has occurred, whereupon the Trustee and/or the Estates shall have ten (10) business days from receipt of the notice (the "Cure Period") either to cure the Default or obtain a scheduled court hearing with

regard to the Default. In the event the Trustee and/or the Estates fail to cure the Default or obtain a scheduled court hearing with regard to the Default within the Cure Period, or by such other date as the Trustee and/or the Estates and the Collateral Agent may agree in writing, then without further order of, application to, or action by and the Amended and Restated Promissory Note, the Bankruptcy Court, the automatic stay provided in Section 362 of the Bankruptcy Code shall be deemed automatically vacated and the Lenders, solely through the Collateral Agent, shall be entitled to exercise all of their respective rights and remedies to enforce this Agreement and the Amended and Restated Promissory Note, provided however, Lenders and the Collateral Agent shall have no right to take any action with respect to the Litigation. The Lenders, through the Collateral Agent, and the Trustee and the Estates reserve their respective rights to require the other Party to comply with the non-monetary terms of this Agreement by seeking appropriate recourse in the Bankruptcy Court.

15. This Agreement, together with the Amended and Restated Promissory Note, Assignment of Warrant and Amended Collateral Agent Agreement, constitute the entire understanding between the Parties relative to the subject matter hereof. Any previous agreement, oral or written, among the Parties with respect to the subject matter hereof is superseded by this Agreement, including, without limitation, the Credit Agreement. Nothing herein, explicit or implied, is intended to confer upon any person, other than the Parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. This Agreement shall be construed in accordance and governed by the laws of the State of Delaware. The Parties irrevocably and unconditionally consent to the exclusive jurisdiction of the Bankruptcy Court for the District Court of Delaware and any appellate court therefrom, in any action or proceeding arising out of or relating to this Agreement.

17. Nothing herein shall cause or result in any personal liability to be imposed on the Trustee individually beyond the duties of a trustee under applicable law in the bankruptcy case. The Trustee has no personal liability and the Lenders hereby release the Trustee from all personal liability with respect to his payment of any monetary obligations related to the Debt and the Restated Debt. This provision is not intended to release the Trustee from performance of any and all obligations under this Agreement and the Amended and Restated Promissory Note as the Trustee of the Estates.

18. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing and entered into by the Trustee and the Lenders through the Collateral Agent.

19. Each party hereto waives, to the extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement.

20. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

21. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract and shall become effective as of the date of this Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic mail shall be deemed an original for all purposes and shall be as effective as a manually signed counterpart of this Agreement.

22. This Agreement shall become effective in accordance with the terms set forth herein and shall bind and inure to the benefit of the Parties hereto and each of their respective successors, assigns, heirs, executors, administrators, and representatives upon entry of an order of the Bankruptcy Court for the District of Delaware in the Estates' Chapter 11 cases.

23. Notices and other communications provided herein shall be in writing and shall be delivered by hand or overnight courier service or by certified or registered mail or sent by fax as follows:

If to the Trustee, to:

Edward N. Cahn, Esquire
Blank Rome LLP
7535 Windsor Drive
Allentown, PA 18106

with a copy to:

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

If to the Lenders, to the Collateral Agent:

SEUNG NI CAPITAL PARTNERS, L.L.C.
c/o ThinkAtomic, LLC
Ralph Yarro
Building C, Suite 1100
510 East Technology Avenue
Orem UT 84097

with a copy to:

Edward Neiger, Esquire
Neiger LLP
317 Madison Avenue, 21st Floor
New York NY 10017

24. Defined Terms:

- (a) “Amended and Restated Promissory Note” shall mean the promissory note in the form attached hereto as Exhibit A signed by the Trustee on behalf of the Estates evidencing the obligation of the Estates to repay the Restated Debt to the Lenders.
- (b) “Basic Interest” shall mean interest accruing at the annual rate of fourteen percent (14%) per annum, compounded quarterly on the principal amount of the Restated Debt.
- (c) “Credit Agreement” means the Secured Super-Priority Credit Agreement dated as of March 5, 2010 among the Bankruptcy Estates of The SCO Group, Inc., a Delaware corporation and SCO Operations, Inc., a Delaware corporation, by and through Edward N. Cahn, solely in his capacity as Chapter 11 Trustee, as borrower and the parties thereto as Lenders and all ancillary documents related thereto, including, without limitation, the Collateral Agent Agreement, the Security and Pledge Agreement, the Stock Pledge Agreement, and the Promissory Note.
- (d) “Estate Professionals” shall mean Blank Rome LLP and Ocean Park Advisors, LLC.
- (e) “Litigation” shall mean the following two (2) pending cases:
 - (i) The SCO Group, Inc., by and through Edward N. Cahn, chapter 11 Trustee, v. Novell, Inc., Case No. 2:04cv00139, pending in the 10th Circuit Court of Appeals.
 - (ii) The SCO Group, Inc. v. International Business Machines Corporation, Case No. 2:03cv00294, pending in the 10th Circuit Court of Appeals.
- (f) “Litigation Proceeds” shall mean with respect to the Litigation: (a) any amount(s) of any final, non-appealable verdict and/or arbitration or mediation award(s) actually received by the Trustee and/or the Estates; (b) any amounts agreed to in any settlement and actually received by the Trustee and/or the Estates; (c) any attorney fees and costs incurred and ordered or agreed to be paid by the other party(ies) to the Litigation and actually received by the Trustee and/or the Estates; (d) any of the foregoing described amount arising in any further litigation involving IBM, Novell, Red Hat, and/or Daimler Chrysler and the Estates with respect to the same or similar substantive claims involved in the Litigation and actually received by the Trustee and/or the Estates and; (e) any revenues, including but not limited to, any royalties or license fees, money or other valuable consideration received by the Trustee and/or the Estates through, under or as a result of any agreement and/or any negotiations in connection with the Litigation; (f) any recovery, including, but not limited to, money realized out of or collected from or in connection with the Litigation at any time and (g) any pre-judgment

and post-judgment interest actually received by the Trustee and/or the Estates relating to any and all of the foregoing.

- (g) “Loan Fee” shall mean that portion of the Litigation Proceeds payable from the Estates to the Lenders and calculated as follows: by multiplying twelve percent (12.0 %) times the actual amount of the gross Litigation Proceeds. By way of example, if gross Litigation Proceeds are \$25,000,000.00, then the Loan Fee would be \$3,000,000.00 (.12 x 25,000,000).
- (h) “Maturity Date” shall mean the date that is ten (10) business days after the date on which the Litigation Proceeds become available to the Trustee and/or the Estates.
- (i) “Warrants” shall mean the 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 Buyer in a private placement.

25. Each of the Parties acknowledges that, in entering into this Agreement, it is not relying upon any representations or warranties made by anyone other than those representations, warranties, terms and provisions, if any, expressly set forth in this Agreement. Each of the Parties expressly acknowledges that there are no representations or assurances that there will be Litigation Proceeds from which to pay the Restated Debt or the Loan Fee nor that the Warrants will have any value.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND HEREBY, EXECUTE THIS SETTLEMENT AGREEMENT AS OF THE YEAR AND DATE WRITTEN ABOVE.

ESTATES:

EDWARD N. CAHN, Solely in His Capacity
as Trustee of the Bankruptcy Estates of TSG
Group, Inc. and TSG Operations Inc., both
Delaware corporations

LENDERS:

SEUNG NI CAPITAL PARTNERS, L.L.C., a
Utah limited liability company

By: _____
Name: Ralph Yarro
Title: Manager

JAN LOEB

Daniel W. Campbell, Managing Partner NE
OBLIVISCARIS, LTD., a Utah Limited
Partnership

NEIL J. GAGNON

HENRY C. BEINSTEIN

DARCY MOTT

Jan Loeb, President LEAP TIDE CAPITAL
MANAGEMENT, INC., a Delaware
corporation

[SIGNATURE PAGE TO SETTLEMENT AGREEMENT]

WBS, LLC, a Nevada limited liability
company

By: All Safe LLC, its manager

By Schwab Business Services, LLC, its
manager

Name: Christine H. Schwab
Title: Manager

CLEMONS F. WALKER

ROBERT D. DYSON

HERBERT W. JACKSON

STANLEY A. BEINSTEIN

STEVEN SHIN

SCHEDULE 1
LIST OF LENDERS AND EACH LENDER'S ALLOCATION OF ORIGINAL LOAN

Sueng Ni Capital, L.L.C. (Ralph Yarro)	\$400,000
Jan Loeb	\$250,000
Leap Tide Capital Management, Inc. (Jan Loeb)	\$100,000
Steven Shin	\$50,000
Henry Beinstein	
Roth IRA JPMCC Cust. (Henry Beinstein)	\$100,000
Stanley A. Beinstein	\$50,000
Neil J. Gagnon IRA/R/O	
JPMCC Cust. (Neil J. Gagnon)	\$100,000
Robert Dyson	\$100,000
WBS LLC (Rex Lewis)	\$600,000
Ne Obliviscaris, Ltd. (Dan Campbell)	\$130,000
Darcy Mott	\$10,000
Clemons F. Walker	\$100,000
Herbert W. Jackson	\$10,000

These individuals may be a "Lender" either individually or through an entity in which they own or control an interest. Additional "Lenders" may be added, or the foregoing amounts may be changed.

[SIGNATURE PAGE TO SETTLEMENT AGREEMENT]

EXHIBIT "A"
AMENDED AND RESTATED PROMISSORY NOTE

July __, 2011

This Amended and Restated Promissory Note ("Note") amends and restates, but does not extinguish or impair the Estates' absolute and unconditional obligation to repay the indebtedness evidenced by that certain Promissory Note in the principal amount of up to \$2,000,000 (the "Original Loan") dated March 5, 2010, executed by Edward N. Cahn, solely in his capacity as Chapter 11 Trustee to the Estates of TSG Group, Inc. and TSG Operations, Inc. (f/k/a The SCO Group Inc., and SCO Operations Inc., respectively) in favor of the Lenders as the Original Loan is amended and restated herein.

For value received, the Borrower promises and agrees to pay to the order of the Lender(s), in lawful money of the United States of America, that portion of the principal sum of Two Million Forty-Eight Thousand One Hundred and Seventy-Six Dollars (\$2,048,176.00) to each Lender as set forth on Exhibit "A" hereto (the "Restated Debt"), together with Basic Interest on the unpaid outstanding balance owing thereon and all payable in the manner and at the time or times provided herein and in the Settlement Agreement.

1. Definitions. Except as otherwise defined herein, each of the capitalized terms appearing in this Note shall have the meaning ascribed or given to it in that certain Settlement Agreement of even date herewith, executed by and among the Borrower and the Lenders (the "Settlement Agreement"). This provision shall apply to all terms capitalized terms appearing hereinabove and hereinbelow.

2. Interest Rate/Maturity Date. From the date set forth on the face of this Note through the Maturity Date, the outstanding balance of the Restated Debt (other than the Loan Fee) shall bear interest at the Basic Rate.

3. Payments on Restated Debt. The Borrower shall make payments of the amount owed hereunder solely from the Litigation Proceeds, as more fully set forth in the Settlement Agreement.

4. Maturity Date/Loan Fee Maturity Date/Payments Made by Wire. Unless extended in writing by the Lender(s), and if not sooner due and payable in accordance with the Settlement Agreement, the Borrower shall pay to the Lender(s) all principal and Basic Interest plus the Loan Fee on the Maturity Date. Unless otherwise specified in writing by the Lender(s), all payments hereunder shall be paid to the Collateral Agent by wire transfer in immediately available funds to the following account: **[TO BE PROVIDED BY LENDER]**

5. Credit Agreement/Collateral. This Note evidences all advances made, interest due and all amounts otherwise owed to Lender under the Settlement Agreement. This Note is executed in conjunction with the Settlement Agreement and is secured by the liens and security interests created under the Settlement Agreement.

6. In the event the Trustee and/or the Estates fail to comply with the payment obligations to the Lenders as set forth in this Note, then the Lenders, solely through the

Collateral Agent, may notify the Trustee and the Estates that an Event of Default has occurred, whereupon the Trustee and/or the Estates shall have ten (10) business days from receipt of the notice (the "Cure Period") either to cure the Default or obtain a scheduled court hearing with regard to the Default. In the event the Trustee and/or the Estates fail to cure the Default or obtain a scheduled court hearing with regard to the Default within the Cure Period, or by such other date as the Trustee and/or the Estates and the Collateral Agent may agree in writing, then without further order of, application to, or action by the Bankruptcy Court, the automatic stay provided in Section 362 of the Bankruptcy Code shall be deemed automatically vacated and the Lenders, solely through the Collateral Agent, shall be entitled to exercise all of their respective rights and remedies to enforce this Note, provided however, Lenders and the Collateral Agent shall have no right to take any action with respect to the Litigation.

7. Governing Law. This Note has been executed and delivered in and shall be construed in accordance with and governed by the laws of the State of Delaware and of the United States of America.

8. Waiver of Jury Trial. THE BORROWER HEREBY UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS NOTE, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN BORROWER AND LENDER(S) RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN LENDER(S) AND BORROWER. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.) THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS NOTE, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. IN THE EVENT OF LITIGATION, THIS NOTE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

9. Entire Agreement. This Note, the Settlement Agreement, the Amended Collateral Agent Agreement and the Assignment of Warrant constitute the entire agreement of the Borrower and the Lender(s) with respect to the subject matter hereof and supersedes all prior understandings, agreements and representations, express or implied.

10. No Waiver. No delay or failure or forbearance or other act of commission or omission on the part of the Lender Agent in exercising any rights under this Note on default by the Borrower including, without limitation, the Lender(s) right to accelerate, nor reinstatement of this Note by the Lender(s) after such exercise, shall operate as a waiver of the Lender(s) right to exercise such right or of any other right under this Note, or as a release of the Borrower, for the same default or any other default, except to the extent such waiver is in writing and signed by the Lender Agent and then only to the extent specifically set forth in writing.

11. Modification. No variation or modification of this Note, or any waiver of any of its provisions or conditions, shall be valid, unless in writing and signed by an authorized representative of the Borrower and the Lender(s). Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

12. Assignment. The Borrower and Lender may not delegate or assign its duties, rights or obligations under this Note without the other party's prior written consent, which the other party may grant or withhold in its sole discretion; provided, however, that no permitted delegation or assignment of such duties, rights or obligations shall release the assigning/delegating party or any guarantor, endorser or surety from any duty or obligations under this Note or the Settlement Agreement.

13. Binding Effect. Subject to the immediately preceding paragraph, this Note and all of the covenants, promises and agreements contained in it shall be binding on and inure to the benefit of the respective legal and personal representatives, devisees, heirs, successors and assigns of the Borrower and the Lender(s), provided, however, that the Trustee shall have no personal liability and is liable only in his capacity as Trustee.

14. Severability. Any provision in this Note or the Settlement Agreement that is in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto. Should any provision of this Note be deemed invalid or unenforceable under applicable law, all of the remaining provisions shall remain unchanged and in full force and effect.

15. Consistency with Settlement Agreement. In the event of any inconsistency or contradiction in terms between those contained in this Note and those set forth in the Settlement Agreement, the terms of the Settlement Agreement shall control and govern such inconsistency or contradiction.

Executed as of the date first written above.

BORROWER

EDWARD N. CAHN, Solely in his capacity as Trustee of the Bankruptcy Estates of The SCO Group, Inc. and SCO Operations, Inc., both Delaware corporations

[SIGNATURE PAGE TO AMENDED AND RESTATED PROMISSORY NOTE]

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EXHIBIT "B"
ASSIGNMENT OF WARRANT

(To be signed only upon transfer of Warrant)

For value received, the undersigned Assignor hereby sells, assigns, and transfers unto _____, federal taxpayer identification number _____, whose address is _____, the right represented by the within Warrant to purchase Shares of fully paid and non-assessable Common Stock of unXis, Inc. (the "Company") to which the within Warrant relates, and appoints the Secretary of the Company to transfer such right on the books of the Company with full power of substitution in the premises.

By executing this Form of Assignment, Assignee acknowledges that the rights represented by the within Warrant are being assigned to Assignee on an "as is where is, with all faults" basis. Other than as otherwise expressed herein, Assignor is not making any representations or warranties whatsoever, written or oral, express or implied, at law or in equity, as to any fact or matter with respect to or otherwise relating to the transaction contemplated hereby or the Warrant. Assignor represents that it is the sole owner of the Warrant and that such Warrant was issued to Assignor for good and valuable consideration pursuant to that certain Asset Purchase Agreement, dated January 19, 2011, by and between The SCO Group, Inc. and SCO Operations, Inc. by the Chapter 11 Trustee, Edward Cahn, and the Company.

Dated:

Assignor:

(Form must be signed in the holder
as specified on the face of the Warrant)

(Address)

Acknowledged by:

Assignee:

(Address)

EXHIBIT "C"
AMENDMENT TO COLLATERAL AGENT AGREEMENT

This Amendment to Collateral Agent Agreement ("Agreement") is entered into as of July [___], 2011, between Seung Ni Capital Partners, L.L.C., a Utah limited liability company ("Collateral Agent") and the Lenders listed on Exhibit "A" hereto (each a "Lender" and collectively, the "Lenders") and The Bankruptcy Estates of TSG Group, Inc. and TSG Operations, Inc. (f/k/a The SCO Group, Inc. and SCO Operations, Inc., respectively) by and through Edward N. Cahn solely in his capacity as Chapter 11 trustee ("Borrower").

WHEREAS the parties hereto entered into that certain Collateral Agent Agreement contemporaneously with execution of the Secured Super-Priority Credit Agreement, dated as of March 5, 2010 among the Debtors, the Trustee and the Lenders (the "Credit Agreement") and all ancillary documents related thereto, including, without limitation, the Security and Pledge Agreement, the Stock Pledge Agreement and the Promissory Note.

WHEREAS, the Lenders, the Debtors and the Trustee have entered into that certain Settlement Agreement and Amended and Restated Promissory Note, dated as of [____, 2011]. The parties hereto have agreed that the Collateral Agent Agreement shall be amended as set forth herein.

NOW THEREFORE in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. Preferences in the Collateral Agent Agreement (exclusive of the recitals) to the "Loan Documents" and/or the "Credit Agreement" shall hereafter mean the "Settlement Agreement."
2. The Collateral Agent Agreement remains in full force and effect and is applicable in all respects to the Settlement Agreement and the Amended and Restated Promissory Note.
3. To the extent there is any inconsistency between the Collateral Agent Agreement and the Settlement Agreement, the terms and conditions of the Settlement Agreement shall control.

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Except as set forth herein, the Collateral Agent Agreement shall remain in full force and effect without change.

COLLATERAL AGENT:

SEUNG NI CAPITAL PARTNERS, L.L.C.

By: _____

Name: Ralph Yarro, Manager

BORROWER:

By: _____

Name: Edward N. Cahn, solely in His capacity
as Trustee of The Bankruptcy Estates of The
SCO Group, Inc. and SCO Operations, Inc.,
both Delaware corporations

[SIGNATURE PAGE TO AMENDMENT TO COLLATERAL AGENT AGREEMENT]

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