IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

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In re:

The SCO GROUP, INC., et al.,¹

Chapter 11

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

Debtors.

Related Docket No. 815

EXHIBITS TO PURCHASE AND SALE AGREEMENT REGARDING DEBTORS' MOTION FOR AUTHORITY TO SELL PROPERTY OUTSIDE THE ORDINARY COURSE OF BUSINESS FREE AND CLEAR OF INTERESTS AND FOR APPROVAL OF ASSUMPTION AND ASSIGNMENT OF EXECUTORY <u>CONTRACTS AND UNEXPIRED LEASES IN CONJUNCTION WITH SALE</u>

¹ 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.

EXHIBIT B

PRODUCTS

UnixWare Operating System Products

- o SCO UnixWare 7 Release 7.1.4
- o SCO UnixWare 7 Release 7.1.3
- o SCO UnixWare 7 Release 7.1.2 (Open UNIX 8)
- o SCO UnixWare 7 Release 7.1.1
- o SCO UnixWare 7 Release 7.1.0
- o SCO UnixWare 7 Release 7.0.1
- o SCO UnixWare 7 Release 7.0.0
- o SCO UnixWare 7 LKP
- o SCO UnixWare Release 2.1.3
- o SCO UnixWare Release 2.1.2
- o SCO UnixWare Release 2.1.1
- o SCO UnixWare Release 2.1.0

OpenServer Operating System Products

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

Layered Operating System Products

- o SCO UnixWare and OpenServer Development Kits (all versions)
- o SCO Office
- o SCO Open UNIX Development Kit
- o SCO UnixWare 7 Online Data Manager
- o SCO UnixWare 7 Disk Mirroring
- o SCO UnixWare "OS Branding" Test Suites
- o SCO UnixWare "OS Compatible" Requirements
- o SCO UnixWare OpenServer Kernel Personality (OKP)

SCO Mobile Platform Products

- o HipCheck Service
- o HipCheck Server
- o SCO Mobile Server
- o SCO Mobile SDK
- o Grassroots
- o Mobile Order Entry

Operating System Products

SCO UnixWare Release 2.0.x

SCO UnixWare Release 1.1.x

UNIX System V Release 4.2 MP, Intel386 Implementation

UNIX System V Release 4.2 MP International Edition, Intel386 Implementation

UNIX System V Release 4.2, Intel386 Implementation

UNIX System V Release 4.2 International Edition, Intel386 Implementation

UNIX System V Release 4.1 ES, Intel386 Implementation

UNIX System V Release 4.1 ES International Edition, Intel386 Implementation

UNIX System V Release 4.0 MP, Intel386 Implementation

UNIX System V Release 4.0 MP, Intel386 Version 4 Implementation

UNIX System V Release 4.0 MP International Edition, Intel386 Version 4 Implementation

UNIX System V Release 4.0, Intel386 Version 4 Implementation

UNIX System V Release 4.0 International Edition, Intel386 Version 4 Implementation UNIX System V Release 4.0, Intel386 Version 3 Implementation

UNIX System V Release 4.0 International Edition, Intel386 Version 3 Implementation

UNIX System V Release 4.0, Intel386 Version 2 Implementation

UNIX System V Release 4.0 International Edition, Intel386 Version 2 Implementation

UNIX System V Release 4.0, Intel386 Version 1 Implementation

UNIX System V Release 4.0 International Edition, Intel386 Version 1 Implementation UNIX System V/386 Release 3.2

UNIX System V/386 Release 3.2 International Edition

UNIX System V Release 3.2

UNIX System V Release 3.2 International Edition

UNIX System V Release 3.1

UNIX System V Release 3.1 International Edition

UNIX System V Release 3.0

UNIX System V Release 3.0 International Edition

All prior releases and versions of UNIX System V Release 2.1

All prior releases and versions of UNIX System V Release 2.1 International Editions

All prior releases and versions of UNIX System V Release 2.0

All prior releases and versions of UNIX System V Release 2.0 International Editions

All prior UNIX System releases and versions preceding UNIX System V Release 2.0

Auxiliary Products

Open Network Computing+

386 Implementation of UNIX System V Release 4 Multi-National Language Supplement
386 Implementation of UNIX System V Release 4 Multi-National Language Supplement
3B2 Implementation of UNIX System V Release 4 Multi-National Language Supplement
Application Source Verifier Release 2.0

Artus

C Compilation System for Motorola 68000

C Optimized Compilation System for UNIX System V 386/486

C++ Documents

C++ Language System Release 2.1

C++ Language System Release 3.0 and 3.0.1

C++ Language System Release 3.0.2

C++ Language System Release 3.0.3

C++ Object Interface Library Release 1.1

C++ Standard Components Release 2.0

C++ Standard Components Release 2.0.1

C++ Standard Components Release 3.0 C++ Standard Libraries Release 2.0 C++ Standard Libraries Release 3.0 C++ Standard Library Extension Release 1.0 C++LS 2.0 C++Translator **CFRONT** Release 1.2 Chinese System Messages Implementation of UNIX System V Release 4 System Messages Distributed Manager/Framework & Host Manager Release 1.0 Distributed Manager/Framework & Host Manager Technology Licensing Program 1 Distributed Manager/Framework & Host Manager U.I. Early Access Distributed Manager/Print Manager Release 1.0 Distributed Manager/Print Manager Technology Licensing Program 1 Distributed Manager/Print Manager U.I. Early Access DM/SM-TLPI Documentation Reproduction Provision - UNIX System V Handbook Documentation Reproduction Provision - UNIX System V Programming Books Documentation Reproduction Provision - UNIX System V Reference Books Documentation Reproduction Provision - UNIX System V User s and Administrator s Books **European Supplement Release 3.2** European System Messages Release 3.2 French Application Environment 1.0/3B2 French System Messages Implementation of UNIX System V Release 4 System Messages French System Messages Implementation of UNIX System V Release 4.1 Enhanced Security System Messages German Application Environment German System Messages Implementation of UNIX System V Release 4 System Messages German System Messages Implementation of UNIX System V Release 4.1 Enhanced Security System Messages Hindi System Messages Implementation of UNIX System V Release 4 System Messages Intel386 Microprocessor Implementation of VERITAS File System (VxFS) Release 1.0 Intel386 Microprocessor Implementation of VERITAS Visual Administrator Release 1.01 Intel386 Microprocessor Implementation of VERITAS Volume Manager (VxVM) Release 1.01 Intel386 Microprocessor Implementation of VERITAS Volume Manager (VxVM) Release 1.1 Intel386 Microprocessor Implementation of VERITAS Volume Manager (VxVM) Release 1.1.1 Italian System Messages Implementation of UNIX System V Release 4.1 Enhanced Security System Messages

Italian System Messages Implementation Of UNIX System V Release 4 System Messages Japanese Application Environment I/O Release 1.0 Japanese Application Environment Release 2.0 Japanese Application Environment Release 2.1 Japanese Environment for SVR4.2 Japanese Extension Implementation of UNIX System V Release 4.2 Japanese I/O Release 1.0 Japanese System Messages Implementation of UNIX System V Release 4 System, Messages Japanese System Messages Implementation of UNIX System V Release 4.1 Enhanced Security System Messages Japanese System Messages Release 3.2 Korean System Messages Implementation of UNIX System V Release 4 System Messages Optimizing C Compiler for Intel, Release 3.0 Spanish System Messages Implementation of UNIX System V Release 4 System Messages Spanish System Messages Implementation of UNIX System V Release 4.1 Enhanced Security System Messages System V Release 2.0 Machine Readable Documentation System V Release 3.0 Documentation Reproduction Provision System V Release 3.1 Documentation Reproduction Provision System V Release 3.2 Documentation Reproduction Provision System V Verification Suite Release 2 System V Verification Suite Release 3 System V Verification Suite Release 4 UNIX System V French System Messages Release 3.2 UNIX System V German System Messages Release 3.2 UNIX System V Release 1.0 for 3B2 Multi-National Language Supplement UNIX System V Release 1.0 for Intel 386 Multi-National Language Supplement UNIX System V Release 3.2 386 Doc. Reproduction Provision UNIX System V Release 3.2 for Intel 386 Multi-National Language Supplement UNIX System V Release 3.2 Multi-National Language Supplement UNIX System V Release 4 European Language Supplement UNIX System V Release 4 STREAMS-Based Korean Input/Output Subsystem UNIX System V Release 4.0 386 Document Reproduction Provision UNIX System V Release 4.0 3B2 Document Reproduction Provision UNIX System V Release 4.0 i860 Document Reproduction Provision UNIX System V Release 4.2 European Language Supplement, Version 1 UNIX System V Release 4.2 MP Japanese Extension UNIX Time Sharing Operating System Phototypesetter and C Compiler Edition #7 USL Standard C Development Environment for the 860 Implementation of UNIX System V Release .4.0 Veritas File System (VxFS) Release 1.3 for UNIX System V Release 4.2 XWIN Graphical Windowing System Release 3.0

XWIN Graphical Windowing System Release 4.0 XWIN Graphical Windowing System Release 4.0i

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EXHIBIT C

FIXED ASSETS

(See attached)

C070910/0231679/1533132.9

The SCC	Group	1	ł	-
System No	Description	Loapilan	Acquiattio	
1302	PROGRESS 4al/mbms	UT520N	3/16/03	Mic Garlal No
1539	DIRECT IQ with Access for ORACLE ORACLE Site License Fee	UT520N UT520N	4/10/94 0/1/92	· · ·
1574	BEST FAS2000 Fixed Asset System COGNOS (10) Site Licence Software	UT520N UT520N	6/31/05 6/30/06	 If the second sec
1644	ORACLE CST Server Fee	UT620N	6/31/95	
1730	COGNOS Software for Finance Department Furniture for New Jersey	UT620N NJ430MH	4/30/96 6/31/96	
1742	POLYCOM SoundsStation Web-Based Education Database	NJ430MH	9/30/96	
1755	Web-Based Education Database	UT620N UT620N	9/30/95 9/30/95	· · · · · · · · ·
1765	Funiture Bench System	NJ430MH NJ430MH	10/31/96	en anne en recebro es californi españo encontribuínos o binandos de coloridades
1769	Furniture for new NJ site CPQ DeskPro 6000 w/ NEC Multisync 17 manitor	NJ430MH	1/91/97	
1870	PROGRESS ProVision 6.1, App Server 8.1, WebSneed	CA56158V UT520N	1/31/97 B/30/97	66426JP9P211
2042	COGNOS Impromptu License far HR CPO Prollant 6500R 6/200612K Conference Table for Murtay Hill, NJ	UT620N NJ430MM	8/30/97	D807 8LF 10760
1 22641	OAD MEG/Bro	INJ430MH	6/31/98	Fighter to William and Fighteen area agained againer.
2265	OFTIO Unix Package PROGRESS Web Speed Trans SVR 2.1	UT620N UT620N	9/30/98 12/31/96	
2200	CPG Proliant 6500 w/ 17 cir monitor	UT520N NJ430MH	9/30/98	0730BLF10079
2300	QAD86 form Design - Optio Software	UT620N UT620N	11/30/98	
2336	OPTIO Unix Package consulting for implentation (assat #9811) OPTIO Unix Package - Optio Software 981s-544	UT62DN	11/30/99 9/30/99	- a a the system of the system
2431	Solaris Software Development Tool	NJ430MH NJ430MH	1/31/99	CX74651431
2492	BEST FAS TRACK 3.2 Program - 5 USER COCNOS Powerplay and Impromity Licenses	UT520N	3/31/99	анан алан алан алан алан алан алан алан
2495	COGNOS Powerplay and Impromtu Licenses	UT620N UT620N	3/31/99 3/31/99	n mara ang sa mala ay magan yapalari ya anina pala ani ani ang si yapina, na anina apadea. Na sa 1 ya mala ang mara anina na ani ana ina ani mang ina ani ana ani anina ana anina anina.
2497	COGNOS Powerplay and Impromitu Licensee COGNOS Powerplay and Impromitu Licenses	UT620N UT620N	9/31/99 3/31/99	
2498	ORACLE Context Licenses SHARP XG-NV3XB Notevision Projector	UT620N NJ430MH	3/31/99	
2537	HP Proliant 3000 Server - Rack Mounted Pentium III	UT520N UT520N	6/31/99	812313817 D914CMH10276
2579	QAD Datamart CPQ Proliant Storage System Rackmount	UT520N NJ430MH	6/31/99	D922CDB10126
2591	ORACLE Web Server Licenses BEST FAS- Inventory Upgrade and Support	UT520N UT520N	6/30/99	
26321	BEST FAS- Accounting Upgrade and Support	UT620N	7/31/99 7/31/99	en ang afar ara- anana a Jarawa. I Bahala sa mung ananana anaka mPakatéharakalin da Béraja
2655	OPTIO Software License	UT620N UT620N	8/31/99	301028147
2756	DELL PowerEdge 2300 P3-550MHZ 512 Cache	NJ430MH	12/31/99	
2785	CISCO MC3010 Multirearytoe Access Concentrator DELL PowerEdge 2300 P3-5500MHZ 512 Cache ORACLE SQL Programmer IX Expert Edition HP Proliant CL 1850 6/550 9.1GB HR 5500P3 2 Years Saver	UT520N UT520N	1/31/00	D941CNH1K018
2796	HP 6600R 3 Xeon Server SGL Lab Tuner License and Support	U1520N U1520N	2/29/00	0950CP31K091
28201	CPQ Proliant 1600 7/600 128MB	NJ430MH	3/31/00	
2838	HP 8100N LaserJet 16MB W/JetDirect EXTREME NETWORKS Summit 7I Module W/ Support	UT520N NJ430MH	4/30/00	USCC016827
	SS eFrameWork Enterprise License and Training DELL 610	UT620N NJ430MH	5/31/00 6/30/00	PLIDS
2936	DELL Xeen Box DELL Xeen Box	NJ430MH	6/30/00	PLJDJ
2938	DELL Xeon Box	NJ430MH NJ430MH	6/30/00 6/30/00	PLJ98 PLJD2
	DELL Xeon Box DELL Xeon Box	NJ430MH NJ430MH	6/30/00 6/30/00	
2942	DELL Xeon Box	NJ430MH	6/30/0D	
2972	TP 612 memory kit for Proliant 3000R Server	UT520N UT520N	12/31/00	JAB0442C0NH
2979	COBALT Qube 3 Internet Server IP 4100N LaserJet	UT620N UT620N	2/28/01	JAB0442CDNH 3301EW1038099 USBGB12029
90111	2PO Prolight 70000 6/200 612K	NJ430MH	7/31/98	D809BLC10B05
3018	OLT ZOO-THEAE Tape Drive DPQ Proliant 1600R PI//400 64MB Rack	NJ430MH NJ430MH	1/31/99	CX736S2347 D848BVV/10059
3024 0	2ST Corporate Time Calendar Licenses 2UINTAS Software License	UT520N UT520N	6/30/99 11/30/99	ار استار به بارو د بار از استار بارو است. این استار باری از این از این از این این از این
3046 (0	COGNOS Powerplay V5.21 and Impromtu 5.0 COGNOS Powerplay V5.21 and Impromtu 6.0	UT520N	3/31/99	
3076	COGNOS Fowerplay V5.21 and Impromite 8,0 CPQ Prolient 5500R Server P3/Xeon 500 COGNOS Powerplay V5.21 and Impromite 5,0	UT520N NJ430MH	3/31/99 4/30/00	
3132	P Smart Array Controllor, Rack (COMP of FAS 3133)	UT520N UT520N	3/31/99 7/31/01	
3133	IP Proliant ML570R IP Smart Array Controller, Processor, Disk (COMP of FAS 3133)	UT520N UT520N	7/31/01	D124CXG1K293
3135 H	P Pluggable Wide Ultra, Tape Drive (COMP of FAS 3133)	UT520N	7/31/01	
	P Smart Array Controller (COMP of FAS 3133) P Proliant DL760	UT520N UT520N	7/31/01	D126FDC1K026
3142	APC SmartUPS 3000XL IP Pluggable, SDRAM, Processor (COMP of FAS 3133)	UT520N UT520N	7/31/01	QS0322111533
3163 0	COGNOS Server	UT520N		9F17FF\/652R7
3181 [5	Office Furniture - Argentine SONIC WALL PRO-VX Internet Security	XARG1013B UT520N	2/28/02	4010124568
3187 F	沪 Proliant ML370 Xeen OS Portege 4010	NJ430MH CA5615SV	6/31/03	D917KJ44H013
3195 1	MI Rackmount Pro Server for Cognos Dev.	UT620N	5/31/03	23144917PU B13002A3130596
3197)	/MI Rackmount Pro Server /MI Rackmount Pro Server	UT520N UT520N	5/31/03 6/31/03	B13002A3130690 F12703A3030073
3199 T	OS Portege 4010 P3 933/256 OS Portege 4010 P3 933/256	NJ430MH	8/31/03	33037198PU
3217 H	IP 5100 LaserJet	MI100VY UT520N	9/3D/03	33D32879PU CNDN122200
3218 H 3221 T	IP 2500N Color LaserJet OS Portege 4010	UT520N NJ430MH	9/30/03	CNGDC05498
9226 0	ORNERSTAR DataMart 4.2 Upgrade 5-user	UT520N	9/30/03	
3229 N	ORNERSTAR PowerPlay Enterprise Server	UT520N CA5615SV	10/31/01	
	ANON IR3300 Digital Copying System ANON IR3300 Digital Copying System	UT620N UT620N	11/30/03 2	
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3233	EVEREST II CD Label Printer	UT620N	11/30/03	E017463 Pev P
3235	HP 4200TN LaserJet Printer TOS Portege 4010	UT620N	11/30/03	USGNN04267
3239	TOS Portege 4010	UT620N UT620N		93097661PU 93097873PU
3246	YMI Rackmount Pro Server for D Development	11178 3301	11/30/03	1990978731°0 1814001A3380126
3247	YMI Blackmount Pro Server for Elved Asserts	1 Predoki	11/30/03	01400103360122
3240	YMI Rackmount Pro Server HP Prollant ML370 Xeon	UT620N		F14102A3420488
3250	MS MSDN Universal License	NJ430MH UT520N	11/30/03	D362LZC3H004
32521	IHP ML370T03 X3.2/533 CPU	NJ430MM	12/31/03	0352LZC3H002
1 3203	ML370103 X3.2/533 ML370103 X3.2/533	NJ430MFI	12/31/03	0953LZC3H002 D362LZC3H004
3262	FW LifeBook S200	UT620N	12/31/03	D362LZC3H003
1 3263	GATEWAY SERX Server	NJ430MH	1/31/04	R4106940 32866066
3266	HP 4000N LaserJet Printer	UT620N		0888047965
3272	ZEBRA 170xi Bas Code Label Printer HP 2100TN LaserJet Printer	UTS20N		702284
3276	APC SmartUPS 2200XL	U152DN U152DN	· • • • • • • • • • • • • • • • • • • •	USGW116729
3277	APC SmartUPS 2200X1	UT620N		VV69910016136 VV60063011926
3279	APC SmartUPS 2200XL APC SmartUPS 2200XL	U1620N	2 m - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	WS0063008423
3291	HP 5si MX Laser Printer	UT520N	•	WS9906011697
3311	Floppy Replicator	UT620N		USCC013656
3330	Floppy Replicator CPG EVO N800C Laptop	CASE16SV	nana ana amin'ny sora amin'ny so	5Y31KLMZMOSD
: 33311	ADIC Fastor22 HP.2100TN LaserJet Printer	UTE20N	Selection and a stars of an area of	920261423
1 3338)	HP 2100TN LaserJet Printer	UT620N UT620N		USGR066661
3344	HP 4050N LaserJet Printer	U1520N	94-24 (************************************	USGW081044 USOB051699
3345	HP 4050N LaserJet Printer	U1520N	**************************************	USQL067142
3346	HP 4050TN Laser of Printer HP 5si MX Laser Printer	UT620N		USQC077434
9966	APPI E Power Man. G4 932 Desides	UT620N UT520N	····	USDJ071960 XV2160H0M6G
33651	NORTEL Meridian Option 11 Phone Switch	UT520N		
3366	NORTEL Meridian Option 11 Phone Switch SONY Plasma Flat Panel TV	UT520N		۰۰۰۰ ۲۰۰۰ ۲۰۰۰ ۲۰۰۰ ۲۰۰۰ ۲۰۰۰ ۲۰۰۰ ۲۰۰
336/	SONY Plasma Flat Panel TV DELL PowerEdge 4300	UT620N		2503237
3396 (HP Proliant 5500	UT620N		5NU6H 8940CLC10006
3404	SCEPTRE laptop	UT52DN		01696218110193A
3427	SONY TET Flat Panel Monitor GEB SEB II CSU / DSU	UT520N		4258220
	APC SmartUPS 2200XL	UT62DN		14260
	APC SmartUPS 3000XL	UT52DN UT52DN		WS9900011601 QS0322111610
3432	APC SmartUPS 3000XL	UT520N		Q\$0322111527
3436	Panafax UP-895 Fax Machine Panafax UF-895 Fax Machine	UT620N		1990300160
3437	Panatax OF-895 Fax Machine Panafax UF-895 Fax Machine	UT520N U1520N		1000400224
3439	Panafax UF-895 Fax Machine	UT520N		1000400716 1001000692
3441	Forklift Conf Table	UT520N		WSX2033176001
3443 0	Conf Table HP Prollant Storage System U2	UT520N		
3445	Forklift	UT520N UT520N	••••	66429SN10300
3446	YMI Rackmount Pro Server	UT520N	****	B13002A3130593
	YMI Rackmount Pro Server	UT620N		n/a
3450	YMI Rackmount Pro Server YMI Rackmount Pro Server	UT52DN		B13002A3130694
3462	YMI Rackmount Pro Server	UT520N UT520N		B13002A3130620 F11605A3070290
3453	YMI Rackmount Pro Server	UT520N		F11607A3230343
3454	YMI Rackmount Pro Server	UT620N		F11605A3160165
3456	White Box Server White Box Server	UT520N		ZCA12660042
3463/4	APC SmartUPS 3000X	UT520N UT520N	50000	ZCA12860054 QSD408110001
3464 /	APC SmartUPS 3000XL APC SmartUPS 3000XL	UT520N	2/29/04	QSD406110149
3465 4	APC SmartUPS 3000XL APC SmartUPS 3000XL	UT62DN	2/29/04	QSD408110D22 QSD408110146
	SUPERMICRO Dual Xeon P4	UT520N NJ43DMH	2/29/04	QS0408110146
3470 C	OUAL INTEL XEON 2.4GHZ	NJ430MH	3/31/04	
3472 H	P MP3130 Digital Projector	UT520N	4/30/04	TVVC4140016
3473 0	DUAL INTEL XEON 64 BIT MACHINE	NJ430MH	4/30/04	PÖ406075
3475 [SOPRO White Box	UT520N NJ430MH	4/30/04	F14802A4040714
3476 1	SOPRO White Box	NJ430MH	4/30/04	ala an
	ADIC FastStor2 SDLT320 (see FAS 3489) ADIC FastStor2 SDLT320 (see FAS 3489)	NJ430MH	1	328324127
		UT520N	js	326904116 - 920743829 950348310140
349012	APC SmartUPS 3000XL		C DA MAN	
3491 A	APC SmartUPS 3000XL APC SmartUPS 3000XL	UT520N		QSD408110006
3491 A 3492 A	VPC SmartUPS 3000XL VPC SmartUPS 3000XL VPC SmartUPS 3000XL	UT520N UT520N UT520N	5/31/04	2\$0408110006 2\$0408110019
3491 A 3492 A 3493 A	APC SmartUPS 3000XL APC SmartUPS 3000XL APC SmartUPS 3000XL APC SmartUPS 3000VA RCK	UT520N UT520N UT520N UT520N UT520N	5/31/04 5/31/04 5/31/04	250408110019 250408110056
3491 A 3492 A 3493 A 3493 A 3494 A	VPC SmartUPS 3000XL VPC SmartUPS 3000XL VPC SmartUPS 3000XL	UT520N UT520N UT520N UT520N UT520N UT520N	5/31/04 5/31/04 6/31/04 5/31/04	250408110019 250408110056 250348310124
3491 A 3492 A 3493 A 3494 A 3496 A 3496 A	APC SmartUPS 3000XL APC SmartUPS 3000XL APC SmartUPS 3000XL APC SmartUPS 3000VA RCK APC SmartUPS 3000XL APC SmartUPS 3000XL APC SmartUPS 3000XL	UT520N UT520N UT520N UT520N UT520N UT520N UT520N	5/31/04 5/31/04 6/31/04 5/31/04 5/31/04	250408110019 250408110056 250348310124 250348310124 250348310122
3491 A 3492 A 3493 A 3493 A 3495 A 3495 A 3496 A 3496 H	NPC SmartUPS 3000XL NPC SmartUPS 3000XL PC SmartUPS 3000XL PC SmartUPS 3000XL PC SmartUPS 3000XL NPC SmartUPS 3000XL NPC SmartUPS 3000XL NPC SmartUPS 3000XL PC SmartUPS 3000XL PC SmartUPS 3000XL PC SmartUPS 3000XL PP Since The Sinc	UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N	5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04	250408110019 250408110056 250348310124 250348310124 250348310122 280348310144 242FLDQ22J
3491 A 3492 A 3493 A 3494 A 3495 A 3496 A 3496 A 3496 H 3499 H	VPC SmartUPS 3000XL VPC SmartUPS 300X	UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N	5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04	250408110019 250408110056 250349310124 250349310172 250340310172 250340310144 250251 2525120223 362120144
3491 A 3492 A 3493 A 3494 A 3495 A 3496 A 3496 H 3501 E 3501 E 3503 G	NPC SmartUPS 3000XL NP Prolemt ML370 3M ThickPad X31 IP Prolemt ML370 Xeon AD - Additional QAD Licenses and Maintenance	UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N NJ430MH	5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04	250408110019 250408110056 250348310124 250348310124 250348310122 280348310144 242FLDQ22J
3491 A 3492 A 3493 A 3494 A 3496 A 3496 A 3496 A 3499 H 3499 H 3501 E 3501 E 3502 G 3503 G	VPC SmartUPS 3000XL VP Prolived ML370 AD - Additional QAD Licenses and Maintenance VPC SmartUPS 300XL	UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N NJ430MH UT520N UT520N UT520N	5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04	250408110019 250408110056 250340310124 250340310124 250340310172 250340310174 250340310144 250340310144 25024 25127 2512
3491 A 3492 A 3493 A 3494 A 3496 A 3496 A 3496 H 3501 IE 3502 H 3503 C 3503 C 3504 P 3505 H	NPC SmartUPS 3000XL NT Prolemt ML370 AD - Additional GAD Licenses and Maintenance ROGRESS DB Licenses PM L350R		5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04	250408110019 250340310124 250340310124 250340310124 250340310172 250340310172 250340310144 EA2FLD022J 30-LAZNH EA03LZC32P
3491 A 3493 A 3493 A 3494 A 3496 A 3496 A 3496 A 3496 I 3501 II 3501 II 3503 G 3503 G 3504 P 3505 H 3505 H	APC SmartUPS 3000XL IP Prolemt ML370 3M ThinkPad X31 IP Prolemt ML370 Xeon AD _ Additional QAD Licenses and Maintenance RCOGRESS DB Licenses IP ML350R ELL DIMINSION XPS	UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N	5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04	250408110019 250408110056 250340310124 250340310124 250340310144 250940310144 252FL0022J 39-LAZNH 2403LZC32P 4040L4882R 27PJY41
3491 A 3493 A 3493 A 3494 A 3496 A 3496 A 3496 A 3496 A 3501 E 3503 G 3503 G 3504 P 3503 H 3505 H 3505 H 3505 H 3506 D	NPC SmartUPS 3000XL NT Prolemt ML370 AD - Additional GAD Licenses and Maintenance ROGRESS DB Licenses PM L350R		5/31/04 5/31/04 6/31/04 6/31/04 5/31/04 5/31/04 6/31/04 6/31/04 6/31/04 6/31/04 6/31/04 6/31/04 6/31/04 6/31/04 6/31/04 6/30/04 6/30/04	250408110019 250340310124 250340310124 250340310124 250340310172 250340310172 250340310174 250340310144 250340310124 250340 2503
3491 A 3493 A 3493 A 3496 A 3496 A 3496 A 3496 A 3496 A 3501 E 3502 H 3503 G 3503 G 3505 H 3506 D 3507 H 3508 H 3507 H 3501 H	PC SmartUPS 3000XL PP Statues PP rollent ML370 3M ThickPad X31 IP Prollent ML370 Xeon AD - Additional (ADL Licenses and Maintenance ROGRESS DB Licenses IP MJ350R ELL DIMINSION XPS IP Proliant ML570R IP MU350 G3 Array P ML350 G3 Array	UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N UT520N	5/31/04 5/31/04	252408110019 250408110056 250348310124 250348310124 250348310122 280348310144 227FL0022J 39-LAZNH 2A03LZC32P 2048LA952R 37PJY41 2A04MG222S 400VLK982R
3491 A 3493 A 3493 A 3496 A 3496 A 3496 A 3496 H 3501 IE 3502 H 3503 C 3504 P 3505 H 3505 H 3505 H 3505 H 3505 H 3507 H 3507 H 3508 H 3511 H	NPC SmartUPS 3000XL PC SmartUPS 3000XL PP collect ML370 3M ThinkPad X31 IP Prolent ML370 AD - Additional QAD Licenses and Maintenance ROGRESS 0B Licenses IP ML350R ELL DIMINSION XPS IP Prolent ML570R IP ML350 Array IM ThinkPad 142	UT520N UT520N	5/31/04 5/31/0	250408110019 250408110056 250348310124 250348310124 280348310122 280348310144 =22FLD022J 99-LAZNH =A031ZC32P M048LA952R 37PJY41 =A04MG222S M024LK952R 4021LK852S
3491 A 3493 A 3493 A 3494 A 3496 A 3496 A 3496 A 3496 H 3501 H 3502 H 3503 G 3503 G 3503 G 3503 H 3505 H 3506 D 3506 D 3506 H 3506 H 3506 H 3506 H 3506 H 3506 H 3506 H 3506 H 3506 H	VPC SmartUPS 3000XL VP Proliant ML370 XBO Additional GAD Licenses and Maintenance RCORRESS DB Licenses VP ML350 R VP ML350 G3 Array M MinkPad 142 SCQ 263 110-100ETX Dual Ethemet Router	UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N UT620N NJ430MH UT620N NJ430MH UT620N NJ430MH UT620N	5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/30/04 5/30/04 5/30/04 5/30/04 5/31/04 5/30/04 5/30/04 5/31/04 5/31/04 5/30/04 5/30/04 5/31/04	250408110019 250408110056 250348310124 250348310124 250348310122 280348310122 280348310144 227FL0022J 39-LAZNH 2404822 39-DAZNH 2404822 200482R 37PJY41 2404828 200482R 4021LK8828 39-SNN84
3491 A 3492 A 3493 A 3494 A 3496 A 3496 A 3496 B 3602 H 3502 H 3503 G 3504 B 3506 D 3507 H 3506 D 3507 H 3508 H 3508 H 3511 H 3512 H 3516 C 3517 C	VPC SmartUPS 3000XL VP Prolatert ML370 VP MI350 R VPL DIMINSION XPS VP MI350 Array VP MI350 G3 Array VP MI350 Q3 Array VP MI350 Q350 4P port Switch	UT520N VT520N VT520N VT520N VT520N VT520N VT520N VT520N VT520N VT520N	5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/30/0	250408110019 250340310124 250340310124 250340310124 250340310172 250340310172 250340310172 250340310172 250340310124 250241 2502
3491 A 3493 A 3493 A 3494 A 3496 A 3496 A 3496 A 3501 E 3502 H 3503 G 3504 P 3505 H 3505 H 3505 H 3506 H 3507 E 3512 E 3516 C 3516 C 3519 C	VPC SmartUPS 3000XL VP Prollent ML370 VAD Array P ML350 G3 Array BM ThinkPad 142 ISCO Catalyst 3350 24 port Switch ISCO Catalyst 3350 24 port Switch ISCO Catalyst 3350 48 48 port Switch	UT520N UT520N	5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 5/31/04 6/31/04 5/31/04 6/30/04 5/31/04 6/30/04 5/31/04 5/31/04 5/31/04 5/31/04 5/30/0	252408110019 250408110056 250340310124 250340310124 250340310172 250340310174 250340310174 250340310144 250340310144 250340322 2574144 2574140 2574140 2574140 25741202 2570300124 25703000124 2570300000000000000000000000000000000000
3491 A 3493 A 3493 A 3494 A 3496 A 3496 A 3496 A 3501 E 3501 E 3503 G 3504 P 3505 H 3505 H 3505 H 3506 H 3506 H 3506 H 3507 H 3508 H 3512 E 3516 C 3517 C 3517 C 3520 H	APC SmartUPS 3000XL APC SmartUPS 300 APM ThinkPad 142 ISCO Catalyst 3550 24 port Switch	UT620N UT620N UT620N UT620N UT520N U	5/31/04 5/30/04 5/30/0	250408110019 250408110056 250340310124 250340310124 250340310172 250340310172 250340310172 250340310172 240342 250342 240
3491 A 3492 A 3493 A 3496 A 3496 A 3496 A 3496 A 3496 A 3501 E 3503 G 9504 P 3503 G 9504 P 3503 G 9504 P 3505 H 3506 D 3506 D 3507 H 3506 H 3506 H 3511 H 3516 C 3517 C 3519 C 3521 H	VPC SmartUPS 3000XL VP Proliant ML370 AD - Additional GAD Licenses and Maintenance RCGRESS DB Licenses VP MI350 Aray VP MI350 G3 Array M ThinkPad T42 ISCO Catelyst 3550 4P port Switch ISCO Catelyst 3550 4P port Switch ISCO Catelyst 29486 4B port switch P N7010 Notebook P M300C Digital Sender	UT520N UT520N	5/31/04 9/30/04 9/30/04 9/30/04 9/30/04 9/30/04	252408110019 250408110056 250340310124 250340310124 250340310172 250340310174 250340310174 250340310144 250340310144 250340322 2574144 2574140 2574140 2574140 25741202 2570300124 25703000124 2570300000000000000000000000000000000000
3491 A 3493 A 3493 A 3495 A 3496 A 3496 A 3496 A 3496 B 3501 E 3503 G 3505 D 3505 D 3505 D 3505 D 3505 D 3506 D 3506 D 3506 D 3506 D 3506 D 3506 D 3506 D 3511 E 3516 C 3517 C 3517 C 3520 H 3521 H 3522 H 3522 H	APC SmartUPS 3000XL APC SmartUPS 300 APM ThinkPad 142 ISCO Catalyst 3550 24 port Switch	UT620N UT620N UT620N UT620N UT520N U	5/31/04 5/31/04 5/31/04 6/31/04 6/31/04 5/31/04 5/31/04 6/31/04 6/31/04 6/31/04 6/31/04 6/31/04 6/30/04 6/30/04 6/30/04 7/31/04 9/30/0	250408110019 250408110056 250340310124 250340310124 250340310172 250340310172 250340310172 250340310172 240342 250342 240

363 2	SCSI SASTRACER 3G Port Analyzer System	NJ430MH	9/30/04	1471
1 3033	AMD Opteron Barebones System	INJ430MH	9/30/04	1 1 1 H H
1 3539	YMI Backmount Bro Server	NJ400MH UT620N		142811277
3541	NEC 19 Flat Panel Monitor	CASGIGEV		F1890184360097 44406715GA
	SMC 8 Port Switch HP Port Replicator	CA66168V	9/30/04	0.30004E+12
3648	HP NX7010 Notebook	NJ430MH		CNU431XPNL CND4411BGX
3551	SONIC WALL VPN TZ170 SONIC WALL VPN TZ170	UT620N	9/30/04	0006810A6604
3553		CASBIGSV	9/30/04	000881045800
į 3654	SONIC WALL VPN TZ170	CA56168V CA56156V	9/30/04	0006010A693C
	SONIC WALL VPN TZ17D SONIC WALL VPN TZ17D	NJ430MH	9/30/04	0006810A8AF0
3657	SONIC WALL VPN 12170 SONIC WALL VPN 12170	UT620N NJ430MH	9/30/04	0006B107CE6C
3559	SONIC WALL VPN TZ170	CA56165V		000681070300
3560	SONIC WALL VPN TZ170	NJ490MH	9/30/04	000661070308
3662	SONIC WALL VPN TZ170 SONIC WALL VPN TZ170			0006B107D404 0006B107CE40
3565	HP XW4100 Desktop 2.8 GHz 612MB	NJ430MH		2UA433037J
3567	TOS Portege 4010 IBM ThinkPad T42	UT620N UT620N	100.01	63036036PU 99-LM262
3670	IBM ThinkPad R51	NJ490MH		99-ALM17
3575	HP Port Replicator	CA56165V	and the second sec	CNU431XQLB
3678	HP Port Replicator HP Port Replicator	NJ430MH UT520N		CNU431XOGJ
3682	Xeon 2,4/1GB/250 Cybertron	UT520N	10/31/04	CNU432X2G9
3584	Xeon 2.4/1GB/250 Cybertron	NJ430MH	10/31/04	343074
3506	Xeon 2,4/168/250 Cybertron Xeon 2,4/168/250 Cybertron	CA5615SV CA5616SV	10/31/04 10/31/04	343075
3587	Xeon 2.4/1GB/250 Cybertron	NJ430MH	10/31/04	343077
3588	APC SmartUPS 3000 RM XL APC SmartUPS 3000 RM XL	UT620N	10/31/04	QSD427112828
3593	SV Phone Switch Hardware	UT620N UT620N	10/31/04 3/1/05	QS0427112814
3597	HP XWB200 Workstation	CA5616SV	1/31/06	S2UA4510B77
3598	BM ThinkPad R51 BM ThinkPad T42	UT620N UT620N		09-ALN07
3600	HP Business InkJet 2300	UT520N		99-VN903 CN4AT2301G
	HP DL360R04 BM ThinkPad R61	UT520N	30000	I CANCOODDDW
	GMC 2000 Savanna Van	NJ430MH UT620N	2/11/05	99-ALP11
. 3607	FELLOWES Paper Shredder	UT620N	10/31/98 6/31/00	1171.923
3616	HP 4000N LaserJet Printer HP 4000N LaserJet Printer	UT62DN	4/30/99	USR6023749
3620	HP 4050N Lagerlet Printer	UT520N UT520N		USQC022749 US7X02471
1 3632	HP 4050N LaserJet Printer	UT52DN		USOF058000
1 36361	APC SmartUPS 3000VA	NJ430MH	3/9/05	JS0461047364
3637	APC SmanUPS 3000VA APC SmanUPS 3000VA	NJ43DMH NJ430MH		JS0451047366 JS0446029661
3638 i	-IP Proliant ML370G	NJ430MH		USE511AOLY
3639	DELL PowerEdge 1860 3.6 gHz Xeon Server BM ThinkPad R\$1	KEVIN MCBRIDE	3/31/05	
3643	ARKEIA Software Licenses	NJ430MH UT520N	4/30/05	99-ALP96
3644	Pentium 4 White Box Pentium 4 White Box	NJ430MH	5/6/05	• • • • • • • • • • • • • • • • • • •
3647	Pentium 4 White Box	NJ430MH NJ430MH	6/5/05 6/5/05	angelies het forget is ook oor op oor gewone versekere ankes karalien of tes het saartes als bester
3649	Pentium 4 White Box IP. Proliant ML350 G4	NJ430MH		USM51303CH
36501	IP Proliant ML350 G4 IP Prollant ML350 G4	NJ430MH		USM51302YF
3652 0	DIALOGIC Voice PCI 4 PT Trunk Card	NJ430MH NJ430MH	5/11/05	USM517027R
3663 [DIALOGIC 4 Digit Phone Emulation Card	NJ430MH	5/11/05	مى ئىلى بىلى بىلى بىلى بىلى بىلى بىلى بىل
3656	DALOGIC T1 Network Interface 24 Voice Card BM ThinkPad R51	NJ430MH NJ430MH	5/11/05	L9-XXRY2
3656 1	BM ThinkPad R51	CA56155V	6/9/05	L3-PP821
	IP Proliant ML350 IP Proliant ML350	UT620N		USM61403NR
3669 1	IP Proliant ML350	UT520N UT520N		USM51402NV USM51401PL
3660	IP Proliant ML350	UT620N	7/8/05	U5M51402NV
	3M ThinkPad R51 IP NX9010	UT520N CA5615SV		L3-XXRX3 CNF42709DS
3663 H	IP ML370 G4	NJ430MH		USE628C641
3664	P 3700N Color Laserjet P Prollant ML370	NJ430MH UT520N	3/1/05	SCNL8832686
3669 (0	ORNERSTAR 5-user License	UT520N	5/5/06	USE517A26V
3670 F	ROGRESS Enterprise 5-user License	UT520N	6/31/05	
367110	oncordance & Opticon Annual Maintenance Fee PC UPS 2200VA USB & SER		6/17/05	19959 4999999
3677 \$	UN V440 Server (for Expert Witnesses)	NJ430MH UT520N		JS0504003666 0524AD8206
3678)A	CER 19 Flat Panel Monitor	UT620N	8/10/051	ETL230202251900150ED4A
	CER 19 Flat Panel Monitor CER 19 Flat Panel Monitor	UT520N UT520N	8/10/05	ETL230202251900164ED4A
3681 🗚	CER 19 Flat Panel Monitor	UT520N	6/10/05	ETL230202251900166ED4A ETL230202251900162ED4A
3682 A	CER 19 Flat Panel Monitor	UT520N	8/10/05 8	ETL2302022519001??ED4A
3687	M ThinkPad R52 + 1GB RAM + Port Rep ITEL P4 630 3.0GHZ	XGERMANY NJ430MH		_3-\/8586 072500511401440
3686 1	ITEL P4 630 3.0GHZ	NJ43DMH	9/30/05 0	D72500511401485
	M ThinkPad T41 ENGUIN TEMPEST 2100 2X-Opteron	UT520N	9/30/05 1	.3-R0L86 i
	ELL FTP Server & Startup Services from ACS	NJ430MH KEVIN MCBRIDE	9/30/05 F	20533018
3697 H	P 28000TN Business Inkjet	UT520N UT520N	9/30/05/1	TH4CO440BD
3698 (H	P DX2000 Workstation P DX2000 Workstation	UT620N	9/16/05 N	MXD53503NK
3703 S	UN ULTRA20 Workstation	UT520N NJ430MH	9/30/05/C	VIXD53500YR 3539FK400D
3704 H	P 2GB Mem Module & 3 72GB Disks	CA5616SV	9/30/05	
3706 H	P DL980 G4 XE3.2/1G/NOHD/CD/2M CACHE/PCIX P DL380 G4 XE3.2/1G/NOHD/CD/2M CACHE/PCIX	VIAWEST		JSX53501EH JSX52904AL
3707 H	P DL380 G4 XE3.2/1G/NOHD/CD/2M CACHE/PCIX	VIAWEST	10/31/05	JSX529049A
	PC SmartUPS 3000XL M ThinkPad R51	UT520N	10/31/05	280539320564
	rees a receiver and a stand of the second stand second standing of the second	[CA56155V	11/1/06 L	_ <u></u>

3715	IBM ThinkPad R51 Apple Mac Mini Workstation QAD Licenses	UT620N NJ430MH	11/1/05 L3-TA492 11/9/05 YM6360XRTA/	x .
3716	GAD Licenses	U1620N	11/1/06	·····
9718	TOS Portege M20D-S638 IBM Thinkpad X40	UTS20N UTS20N	11/2/05 96076648H	د. من مهدوسهود و چ. م
3719	HP Prolant ML350	NJ430MH	11/16/06 USM64302FA	e i ettiininiimiiniiniiliiniinii
3722	ADIC Fastor2 Tape Library ACER 19 LCO Monitor"	NJ430MH	11/3/06 927796722	an a
3723	ACER 19 LCD Monitor"	UT620N UT620N	ETL460903163	200368600000
3724	ACER 19 LCD Monitor"	UT620N	ETL460903163 ETL460903163	2003666000
3726	ACER 19 LCD Monitor" IBM ThinkPad R52	UT520N	ETL450903163	20036AP 000
3728	IBM ThinkPad R52	NJ430MH UT620N	1/31/08 13-02848	
3729	IBM ThinkPad B52	NJ430MH	12/31/06 LV-R8792	
3731	IBM ThinkPad R52 IBM ThinkPad 42	NJ430MH	12/31/06 LV-R8666	
3735	IBM ThinkPad Z601	UT620N UT620N	11/4/06 L3-34A92 12/9/05 LR-02443	na shanaya guya ya kataridi shashi aka
3736	SONY LCD Projector	UT620N	2012765	And the construction of the second
3737	InFocus Projector CASIO XJ360 Projector	UT620N	AA8T1360P1	
3740	NEXT Pentium 4 basic System	UT620N NJ430MM	A7948BAA64-1 1/31/06 0	016946
3742	IBM ThinkPad R52	NJ430MH	1/31/06 LV-N9589	
3743	EPSON PowerLite 5500 Projector COBALT Qube 3 Internet Server	UT620N	AVV90840664C	
3745	DELL 24 Flat Panal Monitor"	UT620N CA56159V	3301 CW04711 CN-0T6133-466	49 33.234.4440
3746	DELL 24 Flat Panal Monitor" DELL 24 Flat Panal Monitor"	CA56158V	CN-010133-466	93-601-4JDE
3746	HP 4000 Laserjet Printer NEXT DUAL INTER XEON 2.4 GHZ	UT620IV	USMB148130	····
3760	NEXT DUAL INTER XEON 2.4 GHZ	NJ430MH NJ430MH	Split from FAS	
3752	ARKEIA TYPE 5 LICENSES	UT620N	11/9/05	10941 (W
3763	ARKEIA TYPE 5 LICENSES ARKEIA TYPE 5 LICENSES	UT620N	11/16/05	-left-forders and arrowing area
3766	ICE MACHINE	UT620N UT620N	12/7/05	
3767	OPEN EDGE APPLICATION 10,1A + 20 USERS	UT620N	12/31/05	e a construction and annual
37581	EB2.1 UPORADE HP PROLIANT SERVER	UT520N	11/1/06	
3760	ARKEIA LICENSES 10 ADDITIONAL	NJ430MH UT620N	1/31/06	
3761	ARKEIA LICENSES 10 ADDITIONAL Sony VAIO TX670 DL380 G4 Server (with Windows 2003)	CA5616SV	1/31/06 3/9/06 S013401021	سال ماطور از بوروس می (۲۰۱۰ (۲۰۱۰ م. ۲۰۰۰)
3762	DL380 G4 Server [with Windows 2003]	UT620N	3/21/06 USE609N7FH	
3763	DL380 G4 Server (with Windows) DL360 G4 Server	UT520N UT520N	3/21/06 USE609N7FM	
3765	DL380 G4 Server	U1620N	3/21/06 USE609N70S 3/21/06 USE609N7F9	
3766	APC SmartUPS 3000	UT620N	3/21/06 QS0550111233	1
	IBM ThinkPad T43 IBM ThinkPad R51	NJ430MH	4/21/06 L3-BN766	
	DL380 G4 Server (with Windows 2003)	NJ430MH UT520N	4/19/06 L3Tk216 3/21/06 USE610N76F	
3772	HP ML150 Tower Server	UT520N	3/21/06 USE611N3Z1	
	HP ML150 Tower Server APC SmartUPS 3000	UT620N	3/21/06 USE608NON1	
	SuperMicro Dual Xeon SuperServer	UT520N NJ430MH	3/21/06 GS0543310387 4/30/06 S7,A44H336303	iono
3776	CPO Pressrip V50007 Noteback	NJ430MH	4/7/06 CND61333KT	
3777	Acer Travelmate 6200 Acer Travelmate 6200 BM ThinkPad R51 BM ThinkPad R51	UT520N	5/23/06 LXTAX06034609	
3779	Acer Travelmate 6200	UT520N UT520N	5/23/06 LXTAX0603460	20A07FEM15
3780	IBM ThinkPad R51	UT520N	5/24/06 L3-TD012 5/24/06 L3-TD033	
3783!	Viewsonic 19 LCD"	NJ430MH	6/4/06 PS3060500979	
3785	Viewsonic 19 LCD" Monarch Furla Custom Desktop	NJ430MH	5/4/06 PS3060500984	
3786	Monarch Furia Custom Desktop	NJ430MH	6/4/06 1000015941 5/4/06 1000015940	
3787	SONY VAIO LAPTOP	UT520N	5/20/06 S013005330D	
3789	HP Prolant DL380G4 HP DIGITAL PROJECTOR	UT520N	5/30/06 2UX61102E0	· · · · · · · · · · · · · · · · · · ·
3791	SONY VGN-Tx750P	UT520N UT520N	5/16/06 TVVC6137022 5/13/06 28240833 3011	905
3792]	SONY VGN-Tx750P EB2,1 UPGRADE	UT520N	11/1/06	
	BM ThinkPad R52 BM ThinkPad R52	NJ430MH	11/1/06 7/10/06 L3-HF329	
3797	HP NX7010	CA5615SV	7/10/06 L3-HF693 7/11/06 S2UA5320X29	
3798	TAPE STORAGE SAFE	UT520N	7/11/06	
37991/	APPLE Powerbook Notebook BM ThinkPad 142	UT620N	6/1/06 w8545lk3sx0	
	BM ThinkPad R51	UT520N UT520N	9/18/06 L3-CK470 9/6/06 L3TD016	
3603	BM ThinkPad 2607	UT520N	9/7/06 LR-06536	
3806	SONY VAIO VGN-SZ240P HP PROLIANT DL360G4	UT520N	10/1/08 SD13000257A	
3807 4	ADIC FASTSTOR 2 TAPE LIBRARY	UT520N	8/1/06 USE627 N24X 8/3/06 925756401	
3808 1	HP SMART ARRAY 30 OUTPUT 1 OPTIO SOFTWARE	NJ430MH	8/21/06 MCC3LMPY69	
3609 0		UT620N	11/1/06	
3611	EB2.1 UPGRADE CONSULTING SONY VAIO SZ210	UTS20N UT520N	11/1/06 10/4/06/28244236 30013	240
3812	SONY VAIO SZ210 ARKEIA TYPE 1 LICENSE AND TAPE DUPLICATION	UT620N	9/30/06	<u></u>
38131	ARKEIA TAPE AUTOMATION DEVICE LICENSE	UT520N	9/30/06	
	ADOBE CREATIVE SUITES PARTNERSTORE UPGRADE	UT620N	10/31/06	
3816 [DATAMART UPGRADE 5.0	UT520N UT52DN	10/31/06	
3817 H	P Proliant DL380 G4	UT520N	1/2/07 USE650NATE	
	Vetscreen SSG 140 Firawell Disco 3825 w/ T3 Module	VIAWEST	1/2/07 USE650NATE 1/16/07 1.85122E+14	
	COMPAQ EVO NBOOC	VIAWEST UT520N	1/11/07 SKTX1049A1ZG 5Y32KLMZMOE	
3623 C	COMPAG EVO NBODC	UT520N UT520N	5Y32KLMZWOE	Ŵ
3824 C	COMPAG EVO N800C	UT520N	6Y32KLMZMOC	E
	COMPAG EVO N800C BM ThinkPad 50e	UT520N	6Y32KLMZDUE	
	HM (MINKPad 60e IP LASERJET P3005	UT520N	2/1/07 CND1F10029	
3828 C	SISCO 2610 Router	NJ430MH	JHY0723K15Z	
3829 C	SISCO 2500 Router	UT520N	25052666	
	XISCO 3600	UT520N UT520N	JA805108129	
3831			26042808	
3831 C 3832 C	CISCO 2514			
3831 (C 3832 (C 3833 (C	13CO 2514 1SCO 2514 1SCO 3660 1SCO 3550	UT520N UT520N UT520N UT520N	25300689 JAB041760E2 CHK0650W0SR	

3836	CISCO 2948G	UT620N	ì	[FOX04080639
3037	CISCO 2501 CISCO 2514	UT620N		26076678
3639	CISCO 2501	UT520N UT520N		260112363 260112622
	SONIC WALL VPN TZ170	UT520N	9/30/04	000691070244
3847	SONIC WALL VPN	XINDIA		000681109A0C
3843	SONIC WALL VPN SONIC WALL VPN SONIC WALL VPN SONIC WALL VPN	UT520N XJAP		0040100F199D 0040100F885C
3844	SONIC WALL YPN	NJ430MH		004010010010028
3846		UT620N		0040100FD27C
3847	SONIC WALL VPN	CA56168V CA56158V	[· ·	0040100FD30C 0040100FD408
3848	SONIC WALL VPN	CA56168V	Í	0040100FDACC
3849	SONIC WALL VPN	XOEN		004010108362
3851	SONIC WALL VPN SONIC WALL VPN SONIC WALL VPN SONIC WALL VPN	XGER	ŧ.	4.D18+14 004010140FC6
3852	SONIC WALL VPN	CA56166V		004010174608
3053	SONIC WALL VPN	NJ430MH		4010174729
	SONIC WALL VPN	UT620N NJ430MH	•••	004010177480 4010183061
	SONIC WALL VPN	UT520N	articleur - brie - dante	0040100F164B
	SONIC WALL VPN	UT620N UT620N	107.100 TO -1 CE 4. CARD-1	0040100F170A
3859	SONIC WALL VPN	UT620N	• • • • • • • • •	0040100FC320 0040100FC6E5
(<u>386</u> D	SONIC WALL VPN	UT520N	er a san	0040101400#5
3862	SONIC WALL VPN SONIC WALL VPN	UT620N	1.1, e1, ilgene, * e11 e	00401017466F
3963	SONIC WALL VPN	UT620N UT620N	موهدة بالتعام العاد	004010183018 0040100F15F5
3865	HP 8000 DN	UT520N	• • •	USGF000662
3666	Epson Stylus Color 3000 HP Color Laser 3800N	UTS20N UTS20N		AEY0039420
3871	HP Desk let 932	UT520N		CNNBB31393 CN0BL1R1VW
3672	HP 2410xi	UT620N	en e	MY386G19PR
3875	HP 2410xi HP LeserJet 1200	UT520N	******	MY30D33VG
3879	HP 2500N Color LagerJet	UT520N UT520N		CNBRJ64581 CNGGB24688
3860	QAD EB2.1 SCOHIST DB	UT62DN	3/31/07	
3082	HP ML310G4 BERVER HP ML310G4 SERVER	UT620N UT620N	3/9/07	MX270300KL MX270300KG
3683	HP ML310G4 SERVER	UT520N		MX270300KF
3664	HP Proliant GL380 HP Prolant GL380	UT620N	6/16/07	2UX72102HW
	HP Proliant GL380	UT520N UT520N	<u> </u>	2UX71207S7 2UX71207M9
3889	ARKEIA TYPE 1 LICENSES	UT520N	6/30/07	2077 1207 105
	COGNOS 8	UT520N	6/15/07	
	COGNOS 8 Lenovo ThinkPad T61	UT520N UT520N	6/15/07	L3-83815
3893	HD Degausser	NJ43DMH		2007-0158-H01
3895	IBM ThinkPad R51	UT620N		L3-HN160
3897	Acer 20 Flat Panel" APC Smart-UPS XL 1500VA	UT520N		0007/0101007
3698	HP Compag dx2300	UT520N CA5615SV		PS0746131397 MX27241954
	20 Optiquest LCD"	CA5615SV		GKN071502789
3900	20 Acer LCD AL2016W" 19 HP LCD L1906"	CA5615SV UT520N		ETL640C00561906AC14001
3902	19 HP LCD L1906"	UT520N	مىرورە بەلەر _ت ە بەر يارىمىدۇرە، مەس	CNC6011YKM CNC6011YKN
3903	20 Optiquest LCD Q20wb"	UT520N		QKN071603326
3904	24 HP LCD LP2465" MP Compag dx2300	UT620N UT620N		CNK6340YXW MXL724195Z
3906	HP Compag dx2300	UT520N		MXL7241952 MXL7241960
	Toshiba Projector TLP710	UT520N		40693767
	SonicWall TZ170 SonicWall TZ170	UT620N UT620N		0006B10A6ACD
3910	Nokia Firewall IP350	UT520N		0006B12399D4 · 7H033400332
3911	Dell PowerEdge 1750 Dell PowerEdge 1750	UT520N		HWR4H31
3912	Dell PowerEdge 1750 APC SmartUPS 3000	UT620N UT620N		HNS4H31 JS0451048522
3914	HP Compag dx2300	UT520N		MXD51604W7
3915	HP Compaq dx2300 HP Compaq dx2300	UT520N		MXD5160522
3917	HP Compag dx2300 HP Compag dx2300	UT620N UT520N		MXD53500Z3 MXD53500Z1
3916	Cobalt Qube 3	UT520N		3301EVV103610B
3919	Compag Proliant 5500 Compag Proliant 1850R	UT620N	1	
	Compag Prolant 18 5 0K Cobalt Qube 3	UT520N UT520N		D924CNH10457
3922 (1	HP Compag dx2000MT	UT520N		3301EVV1038081 MXD5510CKY
3923	HP Compag dx2000MT	UT520N		MXD516061W
3925	HP Compag dx2000MT HP Compag dx2000MT	UT520N UT520N		MXD60702N6 MXD5510CK5
39261	HP Compag dx2000MT	UT\$20N		MXD5510CKH
3927 1	19 HP LCD Monitor L1902" HP Compag dx2000MT	UT520N	1	CNC429D0CR
3929 (1	HP Compag D31vm	UT520N UT520N		MXD5518CCQ MXD31802P6
3930 0	Canon NP 6551 Copier	UT520N		NJE37759
	Proxima Ultra Light LSI Projector Tawking 24 Port 10/100Mbps Switch	UT620N		G96618
39331	lawking 24 Port 10/100Mbps Switch	NJ430MH NJ430MH		HNXCFS24T075000019 HNXCFS24T075000020
3934 H	lawking 24 Port 10/100Mbps Switch	NJ430MH		HNXCFS24T075000016
3935	P Storage Works rack mount kit DAT 72 drive Disco Catalyst 2960 Series SI	NJ430MH		
3937 N	vlaster IT Pro 4 Port KVM switches w/cables	NJ430MH NJ430MH	8/20/08 1	FOC1225V4E9
3938 0	SSM7248 ProSafe 48 Port L2 managed switch	NJ430MH		1DU384360003E
393910	GSM7248 ProSafe 48 port L2 managed switch	NJ430MH	9/12/08	1DU384350003D
394010	SSM7248 ProSafe 48 nort 12 managed switch	NJ430MH NJ430MH	9/12/08[1	1 DU3853J001 B0 1 DU3853P001 B5
394210	SSM7248 ProSafe 48 port L2 managed switch	NJ430MH		1DU3853N00184
394310	Cisco 1000Base-SX GBIC (2)	NJ430MH	8/20/08)	
3944 jF	Iorham Park NJ Improvmnts	NJ Flotham Park	10/1/08	

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TAG #	Description	Location	Date	SERIAL #
30010355	Canon IR2800-Digital	UK	10/31/04	JFL27901
30010356	HP Color Jet 2000 C	UK	10/1/00	SG885190VH
30010357	HP Laserjet 81DN	UK	10/1/99	NA
30010358	Sharp UX-B700	UK	10/31/06	S7100290
	HP Laserjet 3800DN	UK	8/31/07	<u>899 - 1997 - 1998 - 1998 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -</u>
30010368	Toshiba Tecra A2	UK	4/30/06	Z4065025P
30010372	ACER TravelMate 8201	UK	9/30/06	LXTAX06023615081E6 2515
30010360	Compaq Presario C300	UK	1/31/07	CNDC371STW
30010372	Toshiba A100-147	UK	10/31/06	X6525303Q
30010373	Toshiba Tecra M1	UK UK	10/31/03	X3888849G
30010367	Toshiba Tecra M1	UK	10/31/03	X3888844G
30010366	HP/Compaq Evo N800V	UK	10/31/03	5Y31KSQZW2EE
30010369	Toshiba Tecra	UK	10/1/03	25817814G
30010370	HP/Compaq NX9420	UK	5/31/06	CND61521DL
	IBM R-52	UK	5/31/08	L3CDZB4
	IBM R-52	UK	5/31/08	L3CEGB0
30010377	Dell Dimension 2400	UK	10/1/03	FBMM01J
30010378	Dell Dimension 2400	UK	10/1/03	9BMM01J
30010361	Dell Dimension 2400	UK	10/1/03	7BMM01J
30010353	Dell Dimension 2400	UK	10/1/03	6CMM01J
30010354	Dell Dimension 2400	UK	10/1/03	4BMM01J
30013074	Dell Dimension 2400	UK	10/1/03	CBMM01J
30013075	Dell Dimension 2400	UK	10/1/03	4CMM01J
30010376	Dell Dimension 2400	UK	10/1/03	J9MM01J
30010363	Compaq Proliant 6500	UK	10/1/98	8946CP410066
30010359	DELL Precision 610	UK	10/1/00	L483E
30010362	Desktop (No Name)	UK	10/1/03	N/A
30010364	Disk Storage	UK	10/1/98	N/A
30010365	Tape Library	UK	10/1/98	N/A

Serial #	Date	Location	Description
			Offere Freedom
	23-Dec-98	Germany	Office Furniture
MUNICH	18-Sep-95	Germany	Phone system Munich
	14-Nov-96	Germany	O/head Projector (BEAMER)
Sep97 imp	15-Aug-97	Germany	Pentium Komplett System
V33936	05-Mar-98	Germany	Samsung Syncmaster
V30561	14-Apr-99	Germany	4 x Fujitsu/E370
JL068a1102	7/9/99	Germany	ATX full Tower (Whaucke)
jl11199	12-Aug-99	Germany	Mobile air conditioner
JL068a1102	11/1/99	Germany	Toshiba Tecra 8000 DVD (Mikebr)
jl60300	31-Dec-99	Germany	Compaq Proliant 5500 server
j110500	29-Feb-00	Germany	Compaq armada pc cc6730
ji1180500	29-Feb-00	Germany	Laptops, H/ware
vo31515	30-Jun-00	Germany	Fujitsu Siemens Lifebk
	29-Feb-00	Germany	Laptops, H/ware

PC/Compaq Presario 7CYO	Germany	30-Apr-01	
PC/Compaq Presario 7CYO	Germany	30-Apr-01	
Security System	Germany	30-Sept- 01	
Laptop SOLO 9500XL GM	Germany	8-Oct-01	
Laptop SOLO 9500XL GM	Germany	8-Oct-01	
Laptop SOLO 9500XL GM	Germany	8-Oct-01	
LTP TXERON Sonic Pro 800TMX	Germany	8-Oct-01	
IBM Thinkpad	Germany	31-Oct-01	
LTP IBM Think Pad	Germany	_Nov.01	
Toshiba Tecra Laptop- Hansba	Germany	1/31/04	
New Laptop - Rainer F.	Germany	9/1/05	
HP NX8220 NOTEBOOK	Germany	5/31/06	
HP NX8220 NOTEBOOK	Germany	5/31/06	
Laptop	Germany	2/27/08	
3-Comm Switch	Germany	30/01/99	
Cabling	Germany	30/01/99	
Projector	Japan	03/10/97	
PCx1/Seimiya	Japan	08/17/01	
Notebook PC	Japan	11/07/03	
PC	Japan	05/31/06	
Office Layout	Japan	05/08/01	
NEC Business Phone	Japan	02/24/03	
HP Digital Projector	Japan	10/29/04	
Electric facilities	Japan	09/09/07	
Telephone/LAN facilities	Japan	09/10/07	
Safety Box	Japan	06/22/01	
Office Layout []Partitions)	Japan	02/15/03	

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EXHIBIT D

EXCLUDED ASSETS

"<u>Excluded Assets</u>" shall mean the following assets of Sellers and the Purchased Subsidiaries:

(a) any cash, cash and other deposits and cash equivalents held by Sellers or by any Purchased Subsidiary at the time of the Closing (and interest or earnings thereon);

(b) any accounts and accounts receivable of any Seller or Purchased Subsidiary for or with respect to any periods ending before the Closing Date;

(c) except with respect to each Purchased Subsidiaries the Equity Interests of which are included in the Purchased Assets, any refunds, rebates, credits, loss allocations and losses for Taxes (and all related rights and claims) for any tax-reporting periods (or portions thereof) ending on or before the Closing Date, and including and any interest due thereon or penalty rebate arising therefrom;

(d) SCO Group's Equity Interests in any Subsidiary other than the Purchased Subsidiaries;

(e) any Contracts of Sellers and the Purchased Subsidiaries other than the Assumed Contracts;

(f) any (i) confidential personnel and medical records pertaining to any Employees not set forth on Exhibit G; (ii) other books and records relating solely to the Excluded Assets or that Sellers or the Purchased Subsidiaries are required by Law to retain or that Sellers determine are necessary or advisable to retain including, without limitation, Tax returns, financial statements, and corporate or other entity filings; provided, however, that Purchaser shall have, to the extent allowed by applicable Law, the right, before and after the Closing, to make copies of any portions of such retained books and records that relate to the Business or any of the Purchased Assets; (iii) information management systems of Sellers, other than those used or useful in the conduct of the Business; (iv) minute books, stock or membership interest records and corporate seals other than such books, records and seals for the Purchased Subsidiaries; and (v) documents relating to proposals to acquire assets or Equity Interests by Persons other than Purchaser;

(g) all Sellers' rights under this Agreement, including without limitation, the Purchase Price;

(h) any Actions of Sellers arising under Bankruptcy Code Sections 506, 544-553, inclusive;

(i) Me Inc. infrastructure, including the me-inc.com domain and the contract with Franklin Covey;

(j) The following Me Inc products:

o FCmobilelife by Franklin Covey (formerly MI4) (client, server application, and webstore) (underlying SCO Mobile Server to be licensed in binary);

o FCTasks by Franklin Covey; and

(k) The following Me Inc technology and work in progress:

o Shout Postcard client and server (includes Me Inc Platform and Client Framework),

o Shout Marketing client and server (formerly Shout Server and Hosted Platform),

- o Shout 119 client and server,
- o FCgoals by Franklin Covey,
- o MIGs,
- o MyCo,
- o MINT,
- o Handbook and iPhone Handbook, and
- o Vote/Shoutback.

(1) All servers and other equipment required for development and hosting of the above products and technology/work in progress. The final list of such servers will be provided in a transition document and agreed prior to Closing.

<u>Exhibit E</u> *Filed Under Seal*

EXHIBIT F

ADDITIONAL COUNTRIES

ALBANIA ANGUILLA ARGENTINA AUSTRALIA AUSTRIA BANGLADESH BELARUS BERMUDA **BOSNIA AND HERZEGOWINA** BRAZIL **BULGARIA** CANADA CAYMAN ISLANDS CHILE CHINA COLOMBIA CROATIA (LOCAL NAME: HRVATSK **CYPRUS** CZECH REPUBLIC DENMARK EGYPT

FRANCE GERMANY GREECE HONG KONG HUNGARY INDIA **INDONESIA** IRELAND **ISRAEL** ITALY JAPAN KAZAKHSTAN **KENYA** KOREA, REPUBLIC OF KUWAIT LITHUANIA

MACEDONIA, THE REPUBLIC OF MALAYSIA MALTA MARTINIQUE MAURITIUS MEXICO MOROCCO **NETHERLANDS NEW ZEALAND** PAKISTAN PARAGUAY PERU POLAND PORTUGAL PUERTO RICO RÓMANIA RUSSIAN FEDERATION SERBIA SINGAPORE SLOVAKIA (SLOVAK REPUBLIC) **SLOVENIA** SOUTH AFRICA **SPAIN SRI LANKA** SWEDEN SWITZERLAND TAIWAN, REPUBLIC OF CHINA THAILAND TRINIDAD AND TOBAGO TURKEY UKRAINE UNITED ARAB EMIRATES UNITED KINGDOM URUGUAY . VIET NAM

JORDAN

<u>Exhibit G</u> *Filed Under Seal*

EXHIBIT H

POST-CLOSING ESCROW AGREEMENT

(See attached)

C070910/0231679/1533132.9

C070910/02316/9/1533132.9

POST-CLOSING ESCROW AGREEMENT

POST-CLOSING ESCROW AGREEMENT, dated as of [Closing Date], among UNXIS, INC., Delaware corporation ("Purchaser"), THE SCO GROUP, INC., a Delaware corporation ("Seller"), and BERGER SINGERMAN, P.A. (the "Escrow Agent").

Recitals

A. As of the date hereof and pursuant to the Purchase and Sale Agreement, dated as of June ___, 2009 (the "<u>Purchase Agreement</u>"), among Purchaser, Seller, SCO Operations, Inc., and SCO Global, Inc., Purchaser has purchased from Sellers and Sellers have sold to Purchaser the Purchased Assets on the Closing Date. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

B. Pursuant to Section 3.3 of the Purchase Agreement, Sellers and Purchaser have agreed to deposit with the Escrow Agent the Letter of Credit-Sun (the "Escrow Document") concurrently with the Closing.

C. The Escrow Agent is willing to act as escrow agent pursuant to the terms of this Agreement with respect to the Escrow Document.

NOW, THEREFORE, IT IS AGREED:

1. On the date hereof, Purchaser has delivered the Escrow Document to Escrow Agent, receipt of which is hereby acknowledged by Escrow Agent, which Escrow Agent shall hold and disburse pursuant to the terms of this Agreement.

2. The Escrow Agent shall hold the Escrow Document and shall not deliver the Escrow Document to any party other than (a) pursuant to Paragraph 3, (b) pursuant to written instructions executed and delivered to the Escrow Agent by Seller and Purchaser or (c) by depositing the Escrow Document with a court of competent jurisdiction in accordance with the provisions of paragraph 7 hereof or with a successor escrow agent in accordance with the provisions of paragraph 7 hereof.

3. (a) If at any time after the date hereof and on or before August 31, 2009, the District Court Sun Agreement Judgment is affirmed in whole or in part by the Appeals Court as a result of the Appeal, Seller may deliver written notice to the Escrow Agent (i) authorizing and directing the Escrow Agent to draw on the Escrow Document on behalf of and in the name of Seller, (ii) setting forth the amount to be drawn, (iii) certifying that such amount is the amount required to satisfy such payment obligation to Novell determined in the Appeal, and (iv) certifying that a copy of such written notice to the Escrow Agent is being delivered to Purchaser concurrently with the delivery to the Escrow Agent. If the Escrow Agent does not receive on or before the twentieth day following delivery of the written notice to the Escrow Agent a written notice of objection (the "Objection Notice") from Purchaser, which Objection Notice, among other things, may set forth that Purchaser is electing to require Seller to seek further appellate review of such ruling of the Appeals Court in accordance with Section 3.3 of the Purchase

Agreement, the Escrow Agent shall be authorized to so draw on the Escrow Document to the extent provided in such written notice. If the Escrow Agent receives the Objection Notice within such 20-day period, it shall continue to hold the Escrow Document and not distribute the same except pursuant to paragraph 2(b) or (c) hereof.

(b) If at any time after the date hereof and on or before August 31, 2009, the District Court Sun Agreement Judgment is reversed and/or remanded in whole or in part by the Appeals Court as a result of the Appeal, then the Escrow Agent shall continue to hold the Escrow Document and not distribute the same except pursuant to paragraph 2(b) or (c) hereof.

(c) Seller and the Escrow Agent hereby acknowledge and agree that the right or obligation of Seller and the Escrow Agent in the name of and on behalf of Seller to draw on the Escrow Document and use the monies so drawn is subject to the terms and conditions of Section 3.3 of the Purchase Agreement.

4. It is agreed that the duties and obligations of Escrow Agent are only such as are herein specifically provided and no other. Escrow Agent's duties are as a depositary only, and Escrow Agent shall incur no liability whatsoever, except for its willful misconduct or gross negligence. Escrow Agent may consult with counsel of its choice, and shall not be liable for any action taken, suffered or omitted by it in accordance with the advice of such counsel. Escrow Agent shall not be bound in any way by any other terms of any other agreement to which Sellers and Purchaser are parties, whether or not Escrow Agent has knowledge thereof, and Escrow Agent shall not in any way be required to determine whether or not any other agreement has been complied with by Sellers or Purchaser or any other party thereto. Escrow Agent shall not be bound by any modification, amendment, termination, cancellation, rescission or supersession of this Agreement unless the same shall be in writing and signed jointly by Sellers and Purchaser and agreed to by Escrow Agent. In the event that Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands which, in its opinion, are in conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action other than to keep safely, all property held in escrow until it shall jointly be directed otherwise in writing by Sellers and Purchaser or by a final judgment of a court of competent jurisdiction.

5. Escrow Agent is fully protected in relying upon any written notice, demand, certificate or document which it, in good faith, believes to be genuine.

6. Escrow Agent shall not be required to institute legal proceedings of any kind and shall not be required to defend any legal proceedings which may be instituted against it.

7. If Escrow Agent at any time, in its sole discretion, deems it necessary or advisable to relinquish custody of the Escrow Document, it may do so by delivering the same to any other escrow agent mutually agreeable to Sellers and Purchaser and if no such escrow agent shall be selected, then Escrow Agent may do so by delivering the Escrow Document (a) to any bank or trust company in Wilmington, Delaware, which is willing to act as escrow agent thereunder in place and instead of Escrow Agent or (b) to the clerk or other proper officer of a court of competent jurisdiction as may be permitted by law within Wilmington, Delaware. The fee of any such bank or trust company or court officer shall be borne jointly and severally by Sellers

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and Purchaser. Upon such delivery, Escrow Agent shall be discharged from any and all further responsibility or liability with respect to the Escrow Document except as herein provided.

8. The Escrow Agreement shall not create any fiduciary duty on Escrow Agent's part to Sellers or Purchaser or any of their respective affiliates, nor disqualify Escrow Agent from continuing to represent Sellers or any of their affiliates in bankruptcy or generally or in any dispute or transaction or other matter with Purchaser or any of its affiliates including, without limitation, any dispute with respect to the Purchase Agreement or this Agreement.

9. The out-of-pocket expenses paid or incurred by Escrow Agent in the administration of its duties hereunder, including, but not limited to, all counsel and advisors' and agents' fees including, without limitation, counsel fees under paragraph 4 hereof, and all taxes or other governmental charges, if any, shall be paid jointly and severally by Sellers and Purchaser.

10. Sellers and Purchaser, jointly and severally, hereby indemnify and hold Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by Escrow Agent, arising out of or in connection with its acceptance of appointment as Escrow Agent hereunder, or the performance of its duties pursuant to this Agreement, including all legal costs and expenses of Escrow Agent defending itself against any claim or liability in connection with its performance hereunder.

11. All notices, requests, demands and other communications hereunder shall be in writing, with copies to all the other parties hereto, and shall be deemed to have been duly given (i) when delivered, if by hand, (ii) when delivered, if sent by Federal Express or other overnight courier service, or (iii) five days after the mailing thereof by first class registered or certified mail, return receipt requested, postage prepaid, as follows: (a) if to Purchaser, to unXis, Inc., c/o MerchantBridge & Co, Ltd., Knowsley House, 173-176 Sloane Street, London SW1X 9QC, UK, Attention: Eric le Blan, with a copy to Bryan Cave LLP, 1290 Avenue of the Americas, New York, NY 10104, Attention: Alan S. Pearce, Esq., (b) if to Sellers, to The SCO Group, Inc., 355 South 520 West, Suite 250, Lindon, UT 84042, Attention: Mr. Jeffrey F. Hunsaker, with a copy to Berger Singerman, P.A., 350 East Las Olas Blvd., Tenth Floor, Ft. Lauderdale, FL, 33301, Attn: Arthur J. Spector, Esq., and (c) if to Escrow Agent, to Berger Singerman, P.A., 350 East Las Olas Blvd., Tenth Floor, Ft. Lauderdale, FL, 33301, Attention: Arthur J. Spector, Esq., or in any case to such other address as a party may determine by delivery of notice pursuant to this paragraph 11.

12. This Agreement shall be construed and enforced in accordance with the law of the State of Delaware applicable to contracts entered into and performed entirely within Delaware.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first above written.

PURCHASER

UNXIS, INC.

By:

Name: Stephen Norris Title: President

SELLER

THE SCO GROUP, INC.

By:

Name: Title:

ESCROW AGENT

BERGER SINGERMAN, P.A.

By:

A Member of the Firm

Schedule 2.4(a) Liabilities

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(Dinon			- -	Royalties
Company	Third Party	Distribution	Free Binary	Access	sco	aue tor SCO
	Licensor	Rights (1)	Distribution	via SCO	Product	Distribution
	California					
Adobe Flash Player	Labs				USK0 and	> >
Advanced Server & LAN Manager- AFPS	ATT				11/1/7 710	S
					011-110	ICS
Backup Edge	Microlite				Specific	Yee
	various				OpenServer	3
Rinan/Drivers in Univ/Mars	OEMs and		;		and	
	SVHI	Yes	Yes	No	UnixWare	
C++ Compiler, Debugger, C++ Expression				Yes	OpenServer and	
Evaluation	EDG	Yes	Yes	(fee)	UnixWare	
Cheyenne Arcserve	Computer Associates				1 InixWare	×a×
	5		-		OpenServer	3
	ЧH				and	
Compaq Hot Plug PCI Software	(Compaq)	Yes	Yes	Ŷ	UnixWare	
	EMC (was				OpenServer	
DSHM - Dynamic Shared Memory Libraries	General)	Yes	Yes	No	UnixWare	
					OpenServer	
20		>	;	į	and	
	sympios	Yes	Yes	No (2)	UnixWare	
Java	Sun				OpenServer	Support
License Key Management (ifor_LS, brand, PMD/SLD, License Manager)	Isogon (Gradient)	No (3)	No	No	UnixWare	
					OpenServer	
Meme 5.3 and Me&mePRO	Win4l in				and	~~~~

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					OSR6	
					OSR5.	
		-			UW7.1.2	
					and earlier	
					UW7 plus	
Microsoft Xenix Code in old SVRX	Microsoft				UW2 &	;
					Oncescore	Yes
					Openserver	
NetScape Components	AOL	Yes	Yes	No	UnixWare	
NetWare					UnixWare	
					2.0 & 2.1	Yes
					Add-on for	
		•			OpenServer	
Office Mail Server					and	
	Dynan				UnixWare	Yes
	Hawdatt				Obsolete -	
Open Desktop Secureware	Packard				opecial	Vec Vec
	-				OnenServer	3
					5&	
					OnenServer	
bb	Sun				6 0	Yes
	i					None -
Kellant HA	Siemens				UnixWare	buyout
					OpenServer	
SGI NFB Graphics Driver DDX Layer	SGI	Yes	Yes	Yes (4)	and UnixWare	(()() ())
					OpenServer	
	ļ				න්	
Sound Drivers	4Front				UnixWare	1
	l ecnnology				7.1.4	Yes
					UnixWare	
		<u> </u>				t
					/ . I. 4 Uata Cantar	
TCX MySQL Database	TCX	Yes	No2	No ²	Folitions	Yes
						ß

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TriTeal CDE Desk Top TriTeal Various Open Source utilities and commands such as perl and shell utilities, lynx and gzip Open code. Veritas File System Veritas Veritas Volume Manager Veritas	Yes Yes Yes Yes Yes Y Yes Res Po Po Po Propro	Yes No Yes Sour Yes Sour Yes No (No (No (No (No (No (No (No (No Yes (Open Source) (No (2)	and UnixWare OpenServer and UnixWare UnixWare UnixWare VnixWare	≺es
Various Open Source utilities and commands such as perl and shell utilities, lynx and gzip code. Veritas File System Veritas Volume Manager Veritas Volume Manager	Yes Yes Yes Yes N N Stribution rights are sublicensing to pro	es Ye es Yo lo No butts substantial	sen Sen (2) (2) (2) (1) (2) (1) (2) (1) (2) (1) (2) (1) (2) (2) (1) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2	DpenServer and UnixWare UnixWare are products.	Yes
Veritas File System Veritas Volume Mahager 1) In all cases (avout for Once Source Source Veritas	Yes Yes Y Yes Y Yes N Stribution rights are sublicensing to pro	es So es No lo No limited to UNIX	(2) (1 (2) (1 (2) (1 (2) (1) (1) (2) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	JnixWare JnixWare are products.	Yes
Veritas File System Veritas Volume Manager 1) In all cases (avent for Once Source Source for Source Source for Source Sou	Yes Yes Yes A	es No lo No limited to UNIX	(2) (1 (2) (1) (2) (1 (2) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	JnixWare JnixWare are products.	Yes
Veritas Volume Mahager	Yes N	lo No	r UnixW	JnixWare are products.	Yes
1) In all races (avrent for Once Course constructs) kind the	istribution rights are sublicensing to pro	limited to UNIX (or UnixW	are products.	
Definitions vary somewhat, but the intent is often to limit binary sublicensing to products substantially based on UnixWare. 2) Veritas and Symbios source licenses are limited to support of UnixWare - e.g., OEM reselling UnixWare and wanting to provide customer support. We cannot license this source for any other purposes 3) Binary distribution of our license manager does not make sense - it is of value only for our product, and for use with licenses sold by SCO 4) Source code to the SGI NFB graphics driver can only be delivered for use in creating a product that is compatible with a SCO UnixWare Operating System.	of UnixWare - e.g., C his source for any o nse - it is of value o ivered for use in cre	DEM reselling Un ther purposes nly for our produc ating a product th	xWare t, and foi at is corr	on r use with licer patible	ses

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Third Party Software included in the Mobility Products and Me Inc. Products are open source with no royalties due.

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Schedule 5.1(a) Name and Jurisdiction of Organization of each Seller and Purchased Subsidiaries

Name	Jurisdiction of Organization
The SCO Group, Inc.	Delaware, USA
The SCO Group, Inc. Subsidiaries	######################################
SCO Global, Inc.	Delaware, USA
SCO Operations, Inc	Delaware, USA
SCO Software (UK) Ltd.	United Kingdom
SCO Japan, Ltd.	Japan
SCO Canada Company	Nova Scotia, Canada
The SCO Group GmbH	Hessen, Germany

Schedule 5.3 Required Approvals

The Company may be required to file certain documents with the Securities and Exchange Commission and state securities agencies

Any registrations and filings with governmental entities in the United Kingdom, Japan, Canada and/or Germany that may be required to legally transfer equity in the Purchased Subsidiaries or assets of the Purchased Subsidiaries under the laws of such jurisdictions

Schedule 5.4(a) Authorized Capital Stock of each Seller

	Authoriz	an fa de desta de la construcción d				
Seller	Common Stock	Preferred Stock	Outstanding Stock (All of which is Common Stock)			
The SCO Group, Inc.	45,000,000	5,000,000	21,886,288			
SCO Operations, Inc.	10	10				
SCO Global, Inc.	10	10				

Name of Purchased Subsidiary	Wholly Owned by	Authorized Stock (all Common Stock)
SCO Software (UK) Ltd.	SCO Group	1,000,000 shares
SCO Japan, Ltd.	SCO Group	1,200 shares
The SCO Group (Deutschland) Gmbh	SCO Group	50,000 shares
SCO Canada, Inc.	SCO Group	100,000,000 shares

Schedule 5.4(b) Authorized Equity in Purchased Subsidiaries

Schedule 5.5 Exceptions to Financial Representations

The interim financial statements (monthly and quarterly) are unaudited, and do not include year end and audit adjustments, or the footnote disclosures required for the annual audited financial statements

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Schedule 5.7 (a) SCO Real Property Leases

FY13 225,984 FY12 225,984 216,568 FY11 FY10 216,568 26,482 7,126 FY09 155,364 22,118 13,241 39,723 14,252 11,443 3,814 9,479 51,788 63, 138 1FQ09 Exp 21,046 17,263 3,814 € 1,275 18,047 18,832 3,160 4,414 Expense ¥287,760 1,781 Monthly € 2,730 £3,045 Exchange 0.6899 91.07 0.7157 0.7157 Rate October 31, 2009 October 31, 2011 October 31, 2013 December 31, 2008 August 31, 2009 April 30, 2010 February 28, 2009 February 28, 2010 4 Lease Term January 1, 2008 November 1, 2009 November 1, 2011 November 1, 2008 September 1, 2007 November 1, 2003 March 1, 2008 March 1, 2009 From Chuo-ku, Tokyo 103-0023 Japan Paris Issy Les Moulineaux Paris Issy Les Moulineaux 2nd Floor, Titan Court, 3 Bishop Square, Hatfield Business Park Lessor New Jersey Office FRANCE OFFICE JAPAN OFFICE THE CANOPY PROPERTIES Lindon Office VREELAND UK OFFICE

	_	GERMANY OFFICE 61352 Bad Homburg	Edelbergtasse8 2nd floor Ju	INDIA OFFICE	New Delhi
• •			June 1, 2003		April 1, 2008
		December 31	2008		March 31 2011
			0.7157		87 10 12
		€ 6,702	9,364	INR	78,120
			18,729		002

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Schedule 5.7(b) Radius or Use Restrictions

None

Schedule 5.9(a)

Registered Intellectual Property

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Trademarks

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	ON DER	1578766	1472693	563112	130 05	77247	816068500	411425	684502	10.006-1992	123767	1692453	1 186 634	1477303	199300879AA		516 330	146285	615327	2610962	399947	212704	154.571	278,165	1289/91	258794	1550163	249102		392.642	248//2
	STATUS	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED		REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED		REGISTERED	XEGIVERT
	APP, NO.	73/801,197	1.817.974	563112	AM 4278/91	741099	816968500	688910	93002964	6499 1991 SCO	4196/91	307101	N/A	1477303	6689/91 and	6690/91	n/a	91/4542	RM91C003196	23992/1991	108786	212704	91/4524	278.165	1289/91	26322/91	1550163	91-07618		6145-1991.4	80019453
	FILING DTAE	19-May-89	26-Sep-91	05-Sep-91	05-Sep-91	08-Feb-90	27-Nov-92	10-Sep-91	13-Jan-93	11-Sep-91	05-Sep-91	09-Sep-91	01-Mar-90	17-Sep-91	11-Sep-91		15-Jul-87	05-Sep-91	10-Sep-91	07-Mar-91	14-Mar-91	06-Sep-91	06-Sep-91	12-Nov-91	28-Feb-91	10-Sep-91	20-Feb-90	06-Sep-91		05-Sep-91	00-May-91
	COUNTRY	UNITED STATES	ARGENTINA	AUSTRALIA	AUSTRIA	BENELUX	BRAZIL	CANADA	CHINA	DENMARK	FINLAND	FRANCE	GERMANY	UNITED KINGDOM	HONG KONG		INTERNATIONAL	IRELAND	ITALY	JAPAN	MEXICO	NEW ZEALAND	NORWAY	PORTUGAL	SINGAPORE	SOUTH KOREA	SPAIN	SWEDEN		SWITZERLAND	IAIVAN
	TRADEMARK	SCO (Classes 9, 16, 42 and 41)	SCO (Člass 9)	SCO (Class 9)	sco	sco	SCO (Class 9)	SCO	SCO (Class 9)	sco	sco	SCO (Class 9)	sco	SCO (Classes 42 and 9)	SCO (Class 9)	.	sco	sco	sco	SCO (Class 9)	SCO (Class 9)	SCO (Class 9)		SCO (Class 9)	SCO (Class 9)	SCO	sco	SCO		SCO SCO /Toirran Clans 70/	
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16-Oct-91 22-Dec-92	17-Mav-	92 27-May-	97 18-Apr-97 14-Feb-96 30-Mar-99 17-Dec-93	29-Apr-97 28-Jul-97 18-Jan-99	06-May-	97 09-Oct-98	01-Nov-97 16-Mar-97	19-Jul-94	27-Apr-99	01-Jul-94	29-Apr-93 12-May-	93 17-Jun-93 28-Apr-95 02-Nov-95 02-Nov-95
538736 109157	630.565	2064732	702508 587243 819433667 420940	475359 1065879 183129	199705080	4197569 660016	380641 753030	1845474	2241666	633864	2036231 2 036 107	2038592 1548436 239501 169 934 518787
REGISTERED REGISTERED	REGISTERED	REGISTERED	REGISTERED REGISTERED REGISTERED REGISTERED	REGISTERED REGISTERED REGISTERED	REGISTERED	REGISTERED REGISTERED	REGISTERED REGISTERED PROPOSED	PROPOSED PENDING ⁽¹⁾	PENDING ⁽¹⁾	PENDING ⁽¹⁾ PENDING ⁽¹⁾	PENDING ⁽¹⁾ PENDING ⁽¹⁾ PENDING ⁽¹⁾	PENDING ⁽¹⁾ PENDING ⁽¹⁾ PENDING ⁽¹⁾ PENDING ⁽¹⁾
80019452 143821	187.229	75/054,198	702508 865273 819433667 676907	804662 960040644 183129	2253/96	14667/1996 254919	1996-6058 85011915	74/433,402	74/433,508	633864 41672 44572	410/.3 183103 U8812 U8812	U8892 1548436 239501 934327 185653
06-May-91 09-Oct-91	10-Sep-91	06-Feb-96	15-Feb-96 14-Feb-96 26-Aug-96 28-Feb-91	16-Feb-96 27-Mar-96 01-Apr-96	24-Feb-96	14-Feb-96 20-Feb-96	16-Feb-96 14-Mar-96	03-Sep-93	09-Mar-93	01-Jul-94 17-Sep-94	01-Apr-96 05-Feb-93 05-Feb-93	01-Apr-93 22-Sep-93 02-Aug-94 13-Sep-93
TAIWAN FEDERATION OF RUSSIA	CHILE	UNITED STATES	AUSTRALIA BENELUX BRAZIL CANADA	CANADA CHINA EUROPEAN	HONG KONG	JAPAN MEXICO	SOUTH KOREA TAIWAN UNITED STATES	UNITED STATES UNITED STATES	UNITED STATES	AUSTRALIA BANGLADESH BANGI ADESH	FRANCE GERMANY GERMANY	GERMANY UNITED KINGDOM NEW ZEALAND NORWAY MEXICO
SCO (Taiwan Class 49) SCO	SCO (Class 9 and 16)	SCO and Tree Design	SCO and Tree Design SCO and Tree Design SCO and Tree Design SCO and Tree Design	SCO and Tree Design SCO and Tree Design SCO and Tree Design	SCO and Tree Design	SCO and Tree Design	SCO and Tree Design SCO and Tree Design SCO OPENSERVER	SVR6 UNIXWARE (Class 9 fewer goods)	UNIXWARE (Class 9-	UNIXWARE UNIXWARE (Class 16) UNIXWARE	UNIXWARE UNIXWARE UNIX WARE	unix ware Unixware Unixware Unixware Unixware
3412.3.3.51 3412.3.3.52	3412.3.3.56	3412.3.6	3412.3.6.1 3412.3.6.2 3412.3.6.3 3412.3.6.4	3412.3.6.5 3412.3.6.6 3412.3.6.7	3412.3.6.8	3412.3.6.9 3412.3.6.10	3412.3.6.11 3412.3.6.13 3412.3.8	3412.3.9 3412.3.11	3412.3.12	3412.3.12.1 3412.3.12.2 3412.3.12.2	3412.3.12.4 3412.3.12.5 3412.3.12.6 3412.3.12.6	3412.3.12.7 3412.3.12.8 3412.3.12.8 3412.3.12.9 3412.3.12.10 3412.3.12.11

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29-Apr-94 05-Dec-95 18-Dec-96 21-May-	99 07-Aug-96 02-Apr-02 13-May-	97 11-Dec-01	19-Jun-01 01-Oct-99 09-Jul-03 19-Jan-01	02-Mar-01 16-Nov-00 01-Feb-01	16-Jun-01	16-Jul-02 02-Oct-90	10-Dec-92 16-Mar-89	07-Nov-94 23-Jut-93	08-Mar-90 18-Jun-93	16-Oct-92	16-Sep-90	24-Oct-90
257804 1737324 360559 4273396	860857 2554885 2061968	2516713	2460816 808981 584891 1342161	4456527 2046 137728	945750	2594283 50.51	257.352 4539/89 1 514 081	62566 250260	374836 1457899	108610	498741 Kor272 113450 94650	63279
PENDING ⁽¹⁾ PENDING ⁽¹⁾ PENDING ⁽¹⁾ PENDING ⁽¹⁾	PENDING ⁽¹⁾ REGISTERED REGISTERED	REGISTERED	REGISTERED REGISTERED REGISTERED REGISTERED	REGISTERED REGISTERED REGISTERED	REGISTERED	REGISTERED REGISTERED DENIMIC	REGISTERED	REGISTERED	REGISTERED REGISTERED	REGISTERED	REGISTERED REGISTERED REGISTERED REGISTERED	REGISTERED
93-08261 n/a D95-15262 23,020/1995	94102443 76/013,710 74/655,365	76/040,224	75/653,325 808981 1036513 1342161	11-090243 99-2592 88063125	8804880	76/299,429 113420	257.352 n/a N/A	n/a	N/A n/a	n/a	225451 n/a 94650	n/a
10-Sep-93 28-Dec-92 28-Aug-95 13-Mar-95	15-Sep-94 30-Mar-00 03-Apr-95	02-May-00	04-Mar-99 01-Oct-99 19-Nov-99 01-Oct-99	05-Oct-99 01-Oct-99 16-Dec-99	16-Dec-99	14-Aug-01 04-Dec-91	24-Jul-89 16-Mar-89 27hii-89	08-Nov-91	11-Jul-89 09-Mar-91	09-Oct-91	17-Mar-92 18-Jul-89 12-Jul-89	16-Nov-89
SWEDEN SPAIN INDONESIA JAPAN	CHINA UNITED STATES UNITED STATES	UNITED STATES	UNITED STATES AUSTRALIA CANADA EUROPEAN	UNION (CIM) JAPAN SOUTH KOREA TAIWAN	TAIWAN	UNITED STATES BOLIVIA PAKISTAN	PORTUGAL SINGAPORE SPAIN	SRI LANKA SWEDEN	SWITZERLAND UNITED KINGDOM	FEDERATION OF RUSSIA	TAIWAN THAILAND TURKEY GREECE	GUATEMALA
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08-Mar-94	20-Jan-95	27-Aug-93	21-Dec-90 21-Nov-93	07-Nov-93	17-May-	92 19-Jul-91	16-0ct-91	16-Nov-91 04-May-	93 24-Jun-95	17-Oct-88		10-Dec-88	10-Dec-88	10-Dec-88	09-Nov-98
B1166/94 513553	135997	VR 1993	06087 74.001 666553	664739	630.564	386744	538693	542354 433850	T88/06476D	497444		88/9038	88/9039	88/9040	208513
REGISTERED REGISTERED PENDING	REGISTERED	REGISTERED	REGISTERED REGISTERED	REGISTERED	REGISTERED	REGISTERED PROPOSED	PENDING REGISTERED	REGISTERED	REGISTERED	REGISTERED	PENDING	REGISTERED	REGISTERED	REGISTERED	REGISTERED
5800/89 513553 95552	3538/89	VA 5297 1989	n/a 92060681	92060684	n/a	624237	128891 n/a	433850		497444	62567				16539
	13-Jul-89	19-Jul-89	29-Sep-89 17-Sep-92	17-Sep-92	10-Sep-91	27-Jan-89	28-Feb-91	14-Mar-91		17-Oct-88	08-Nov-91				18-Aug-97
HONG KONG INDIA ISRAEL	FINLAND	DENMARK	COSTA RICA CHINA	CHINA	CHILE	CANADA UNITED STATES	SINGAPORE TAIWAN TAIWAN	MEXICO	SINGAPORE	AUSTRALIA	SRI LANKA	SOUTH AFRICA	SOUTH AFRICA	SOUTH AFRICA	PARAGUAY
OPEN DESKTOP OPEN DESKTOP OPEN DESKTOP (Class 9-re-filed)	OPEN DESKTOP (Classes 9, 16 and 42)	OPEN DESKTOP	OPEN DESKTOP OPEN DESKTOP (Class o)	OPEN DESKTOP (Class	OPEN DESKTOP (Classes 41 and 42)	OPEN DESKTOP AGILE BUSINESS	ODT (Taiwan Class 49) ODT (Taiwan Class 49) ODT (Taiwan Class 72)		SCO THE SANTA CRUZ	SCO THE SANTA CRUZ	SCO THE SANTA CRUZ OPERATION and Design	(uiass 42) SCO THE SANTA CRUZ			
3412.3.19.29 3412.3.19.30 3412.3.19.34	3412.3.19.40	3412.3.19.44	3412.3.19.45 3412.3.19.47	3412.3.19.48	3412.3.19.50	3412.3.19.51 3412.3.20	3412.3.21.2 3412.3.21.3 3412.3.21.4	3412.3.21.5	3412.3.25.1	3412.3.26.1	3412.3.26.2	3412.3.26.3	3412.3.26.4	3412.3.26.5	3412.3.26.6

30-Jul-99	30-Jul-99	
215324	215325	253264
REGISTERED	REGISTERED	PENDING PENDING
5850	5851	78/608,223 78/608,226 78/725,444 5026241 1116813 78/794,781
30-Mar-99	30-Mar-99	13-Apr-05 13-Apr-05 03-Oct-05 19-Apr-06 31-May-06 19-Jan-06
PARAGUAY	PARAGUAY	UNITED STATES UNITED STATES UNITED STATES EUROPEAN UNION (CTM) AUSTRALIA CHINA INDIA MEXICO BRAZIL UNITED STATES SWEDEN UNITED STATES UNITED STATES
OPERATION and Design (Class 9) SCO THE SANTA CRUZ OPERATION and Design	(Class 16) SCO THE SANTA CRUZ OPERATION and Design	HE LINE AT FOR S VER VER VER VER VER STEM V STEM V STEM V
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Notes:

⁽¹⁾ Assigned to X/Open Company Limited; X/Open's acceptance not confirmed as of October 15, 2007.

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	REG. NO.																																	
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ON APP	78/608 228	78/608 236	78/608.239	78/711.206	4946141	1292832	2006-020520	2006705384		78/711,213	4951695	1293112		RC41 Z0-0007	2006705525		78/711,217	78/711,220	4946224		1292933	2006-020521	2006705381		78/712,036	78/712,042	4951067		1292927	2006-021115	2006705395	701740 040	rorr 12,043 4951778	
FILING DTAE	13-Apr-05	13-Apr-05	13-Apr-05	12-Sep-05	08-Mar-06	08-Mar-06	08-Mar-06	09-Mar-06	: : : : :	12-Sep-05	10-Mar-06	10-Mar-06	10 Mar 06		10-Mar-06		12-Sep-05	12-Sep-05	08-Mar-06		08-Mar-06	08-Mar-06	09-Mar-06		13-Sep-05	13-Sep-05	10-Mar-06		U8-Mar-06	09-Mar-06	09-Mar-06	12 Con 05	10-Mar-06	
COUNTRY	UNITED STATES	UNITED STATES	UNITED STATES	UNITED STATES	EUROPEAN UNION (CTM)	CANADA	JAPAN	FEDERATION OF		UNITED STATES	EUROPEAN UNION (CTM)	CANADÀ	IAPAN		FEDERATION OF	KUSSIA	UNITED STATES	UNITED STATES	EUROPEAN	UNION (CIM)	CANADA	JAPAN	FEDERATION OF	RUSSIA	UNITED STATES	UNITED STATES	EUROPEAN		CANALIA	JAPAN	FEDERATION OF RUISSIA	INITED STATES	UNION (CTM)	
TRADEMARK	SCOMOBILE	MYVOTE	ME, INC.	HIPCHECK	HIPCHECK	HIPCHECK	HIPCHECK	HIPCHECK				MEINC	ME INC				HEAK I BEAL	SHUUI	ПООНС		SHOUT	SHOUT	SHOUT		ACTION	HANDBOOK	HANDBOOK				HANDBOOK	RICH MOBILITY	RICH MOBILITY	
MATTER NO.	3412.3.37	3412.3.39	3412.3.40	3412.3.47	3412.3.47.1	3412.3.47.2	3412.3.47.3	3412.3.47.4	3117 2 AR	0110 0 V V V	0412.0.40.1	3412.3.48.2	3412.3.48.3	2417 2 48 4	04-12-0-40-4	07 G CFFG	04 IZ.0.40	04 12.0.0U	04 12.0.00.1		3412.3.50.2	3412.3.50.3	3412.3.50.4		3412.3.52	3412.3.53	3412.3.53.1	3410 3 63 0		3412.3.33.3 2440 2 72 4	3412.3.33,4	3412 3 54	3412.3.54.1	

<u>Trademarks</u> MATTEP

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1293145 2006-022000 2006705526	78/712,016 4951935	1293143 2006-021460 2006705390	78/728,986 4694386	1277085 2005-110776 2005726500	40-2006-0002564	78/790,514		SERIAL NO.	10/917/657	PCT/US2004/026262	4781014.8
10-Mar-06 13-Mar-06 10-Mar-06	13-Sep-05 10-Mar-06	10-Mar-06 10-Mar-06 09-Mar-06	07-Oct-05 14-Oct-05	25-Oct-05 25-Nov-05 18-Oct-05	17-Jan-06	12-Jan-06		FILING DTAE	13-Aug- 04	13-Aug- 04	13-Aug- 04
CANADA JAPAN FEDERATION OF	UNITED STATES EUROPEAN	OF	STATES	CANADA JAPAN FEDERATION OF	KOREA	TED STATES TED STATES TED STATES TED STATES	Patents	COUNTRY	UNITED STATES	PCT APPLICATION	EUROPEAN COMMUNITY
RICH MOBILITY RICH MOBILITY RICH MOBILITY	Me Inc Design Me Inc Design	Me Inc Design Me Inc Design Me Inc Design	EDGECLICK EDGECLICK	EDGECLICK EDGECLICK EDGECLICK	EDGECLICK	EDGETOOLS Prelim - SCAMP Prelim - EDGE PROCESSOR	Mobile Platform and Me Inc. Product Patents	Patent	WEB SERVICES ENABLEMENT AND DEPLOYMENT	SUBSTRATE WEB SERVICES ENABLEMENT AND DEPLOYMENT	SUBSTRATE WEB SERVICES ENABLEMENT AND DEPLOYMENT
3412.3.54.2 3412.3.54.3 3412.3.54.4	3412.3.55 3412.3.55.1	3412.3.55.2 3412.3.55.3 3412.3.55.4	3412.3.56 3412.3.56.1	3412.3.56.2 3412.3.56.3 3412.3.56.4	3412.3.56.5 3412.3.56.6	3412.3.57 3412.3.1000 3412.3.1001	Mobile Platfo	MATTER NO.	3412.2.2	3412.2.2.1	3412.2.2

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PENDING	PENDING	PENDING	PUBLISHED	PUBLISHED
2536059	2006-523392	2006107971	10/627,464	11/533,347
13-Aug- 04	14-Feb- 06	14-Mar- 06	26-Jul-03	19-Sep- 06
CANADA	JAPAN	FEDERATION OF RUSSIA	UNITED STATES	UNITED STATES
WEB SERVICES ENABLEMENT AND DEPLOYMENT	SUBSTRATE WEB SERVICES ENABLEMENT AND DEPLOYMENT	SUBSTRATE WEB SERVICES ENABLEMENT AND DEPLOYMENT	SUBSTRATE METHOD OF DEVELOPING, DELIVERING AND RENDFRING NETWORK	APPLICATIONS SYSTEMS AND METHODS FOR PROVIDING DISTRIBUTED APPLICATIONS AND SERVICES FOR INTELLIGENT MOBILE DEVICES
3412.2.3	3412.2.2.4	3412.2.2.5	3412.2.6	3412.2.7

See Schedule 5.17 for list of any proceedings or actions related to any Registered Intellectual Property.

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Schedule 5.9(b)

Exceptions to Representations regarding Intellectual Property

- Litigation claims described on Schedule 5.17
- Non-exclusive licenses under Contracts described in Exhibit A
- Retained rights, title and interest of Seller and Purchased Subsidiaries pursuant to the Agreement
- Source licenses described in Exhibit A

Schedule 5.9(b)(xi)

None

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Schedule 5.9(b)(xv)

None

Source licenses listed on Exhibit A

Schedule 5.9(b)(xix)

None

Schedule 5.10 Permits Relating to Business

1. ECCN: 5D002

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

CCATS NUMBER	PRODUCT DESCRIPTION
CCATS #: G043329	SCO OPENSERVER 6, RELEASE 6.0.0 UNIX OPERATING SYSTEM WITH ERICOM WEBCONNECT 1.5 (WHICH IS A THIRD PARTY APPLICATION DEVELOPED IN ISRAEL). SCO OPENSERVER 6.0 IS AN UPDATED VERSION OF SCO OPENSERVER 5.0.7 (CCATS #: G029808)
CCATS #: G029808	OPEN SERVER 5.0.7 PROVIDES A UNIX OPERATING SYSTEM AND OPTIONAL PRODUCTS FOR BUILDING NETWORKED BUSINESS SOLUTIONS USING INTEL PROCESSOR-BASED SERVERS.
CCATS #: G036305	UNIXWARE 7.1.4 PROVIDES A VARIETY OF PRODUCTS FOR BUILDING NETWORKED SOLUTIONS USING ENTERPRISE CLASS INTEL PROCESSOR BASED SERVERS AND RUNNING UNIX APPLICATIONS USING THE SVRS KERNEL.
CCATS #: G028713	UNIXWARE 7.1.3 PROVIDES A VARIETY OF PRODUCTS FOR BUILDING NETWORKED SOLUTIONS USING ENTERPRISE CLASS INTEL PROCESSOR BASED SERVERS AND RUNNING BOTH LINUX AND UNIX APPLICATIONS USING THE SVR5 KERNEL. ALL EDITIONS INCLUDE THE LINUX PERSONALITY MODULE.
CCATS#: G024604	OPEN UNIX IS A COMPREHENSIVE FAMILY OF OPERATING SYSTEM AND OPTIONAL PRODUCTS FOR BUILDING NETWORKING SOLUTIONS. USING ENTERPRISE-CLASS INTEL PROCESSOR BASED SERVERS AND RUNNING LINUX APPLICATIONS THAT COMPLY WITH THE FORTHCOMING LSB. MODEL NUMBER: OPEN UNIX 8K.
CCATS #: G021799	OPEN UNIX 8, COMPREHENSIVE FAMILY OF OPERATING SYSTEM AND OPTIONAL PRODUCTS FOR BUILDING NETWORKED BUSINESS SOLUTIONS USING ENTERPRISE CLASS INTEL PROCESSOR BASED SERVERS AND RUNNING LINUX APPLICATIONS THAT COMPLY WITH THE LBS SPEC. BASED ON THE KERNAL F/UNIXWARE 7.1.
CCATS #: G026522	OPEN UNIX 8 IS A COMPREHENSIVE FAMILY OF OPERATING SYSTEM AND OPTIONAL PRODUCTS FOR BUILDING NETWORKED BUSINESS SOLUTIONS USING ENTERPRISE CLASS INTEL PROCESSOR-BASED SERVERS & RUNNING LINUX APPLICATIONS. BUNDLED WITH OPEN LINUX SERVER 3.1.1.
CCATS #: G009262	UNIXWARE 7 SYSTEM IS A MULTIFUNCTIONAL SCALABLE UNIX OPERATING ENVIRONMENT WITH TIGHTLY INTEGRATED ENTERPRISE NETWORKING SERVICES IDEAL FOR BUSINESS CRITICAL COMPUTING. DESIGNED TO INCLUDE A SUPERSETOF FUNCTIONALITY CONTAINED IN SCO OPENSERVER, ETC.

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CCATS #: G008042	1. UNIXWARE 7 IS A MULTIFUNCTIONAL SCALABLE UNIX OPERATING ENVIRONMENT WITH TIGHTLY INTEGRATED ENTERPRISE NETWORK SERVICES DESIGNED TO UTILIZE 56-BTI DES FOR DATA ENCRYPTION (SUBJECT TO CONDITIONS).
	2. THE SOFTWARE DEVELOPMENT ENVIRONMENT FOR GEMINI IS CALLED UDK OR UNIVERSAL DEVELOPMENT KIT. UDK IS A DEVELOPMENT ENVIRONMENT THAT CONTAINS APIS, LIBRARIES, AND THE BASIC TECHNICAL TOOLS THAT ENABLE A BROAD RANGE OF APPLICATIONS AND SYSTEMS DEVELOPMENT (SUBJECT TO CONDITIONS).
	3. SECURE SOCKET LAYER (SSL) FOR UNIXWARE 7 IS AN ADD-ON PRODUCT FOR UDK THAT ENABLES PUBLIC KEY EXCHANGE AND ENCRYPTION OVER TCP/IP NETWORKS (SUBJECT TO CONDITIONS).
CCATS #: G037009	SCOX WEB SERVICES SUBSTRATE, RELEASE 1.0 PROVIDES POWERFUL INFRASTRUCTURE FOR CREATING RICH, INTERACTIVE USER INTERFACES FOR EXISTING CHARACTER/TEXT APPLICATIONS AND DATABASE.
CCATS #: G013955	TARENTELLA SECURITY PACK II, TARENTELLA ENABLES COMMUNICATION OVER A WIDE VARIETY OF NETWORK LINKS PROVIDING ACCESS TO AND FROM A DIVERSE RANGE OF APPLICATION SERVERS AND CLIENT SYSTEMS.
CCATS #: G014761	TARANTELLA SECURITY PACK II (TSP), AN ADD-ON PRODUCT, ENABLES A SECURE CONNECTION BETWEEN CLIENT SYSTEMS AND THE TARANTELLA SERVER USING 128-BIT RC4 WITH SSL V3 AND RSA 1024 FOR KEY EXCHANGE.
CCATS #: G014762	TARANTELLA IS A 40-BIT PRODUCT WHICH ENABLES COMMUNICATION OVER A WIDE VARIETY OF NETWORK LINKS PROVIDING ACCESS TO AND FROM A DIVERSE RANGE OF APPLICATION SERVERS AND CLIENT SYSTEMS. MODEL NUMBER: TARANTELLA WINDOWS CONNECTIVIT.

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.

Any typographical errors contained in this Schedule are a result of copying directly from the responses to classification contracts in guestion from the U.S. Department of Commerce.

Schedule 5.12 SCO Employee Plans

The SCO Group, Inc. Flexible Benefits Plan, which includes:

- i. Group Health, Dental, and Vision Insurance
- ii. Group Term Life Insurance
- iii. Group Long-term Disability Insurance
- iv. Health Flexible Spending Plan
- v. Dependent Care Assistance Plan
- vi. The SCO Group 401(k) Retirement Plan

5.12(e) Purchased Subsidiaries' Employee Benefit Plans The SCO Group, Inc.

SCO (UK) Group Benefits

Group Private Medical

Insurance BUPA Group Scheme 35319280001 I iSBC Actuaries and Consultants Ltd. Health and Risk Practice 36 Ridgemont Rd St. Albans I Ierts AL 19FII

Group Life Assurance Scheme Canada Life Policy

No. G92527 Barker Poland Financial Management Ltd. Churchill House 142-146 Old Street London Ec I V 9BW

Permanent Health Insurance Legal and General Policy No. G92431 Group Income Protection

Barker Poland Financial Management Ltd. Churchill House 142-146 Old Street London Ec I V 9BW

SCO Software (UK) Limited Group Personal Pension — Prudential Barker Poland Financial Management Ltd. Churchi 1 House 142-146 Old Street London EcIV 9BW

Schedule 5.14(a)

Contractual Obligations relating to the Business

Reference is made to Exhibit A, Schedule 2.4(a), Schedule 5.7(a), Schedule 5.9(a), Schedule 5.12, Schedule 5.12(e), Schedule 5.18, and Schedule 5.19

Schedule 5.14(b)

Contractual Obligations relating to Mobility Products

Reference is made to Exhibit A, Schedule 2.4(a), Schedule 5.7(a), Schedule 5.9(a), Schedule 5.12, Schedule 5.12(e), Schedule 5.18, and Schedule 5.19

Schedule 5.15 Filed Under Seal

Schedule 5.16 Certain Labor Matters

None

Schedule 5.17 Litigation; Government Orders

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. The SCO Group, Inc. vs. AutoZone, Inc., Case No. CV-S-04-0237-RCJ-(LRL), United States District Court for the District of Nevada

5. Red Hat, Inc. vs. The SCO Group, Inc., Civil Action No. 03-772-SLR, United States District Court for the District of Delaware

6. 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

7. SCO v. DiamlerChrysler, Case No. 04-056587-RLC, State of Michigan Circuit Court for the County of Oakland

8. 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.*

9. Sunray Computers Pvt. Ltd. Against Caldera International Incorporated, O.S. 2185/2003, Court of the City Civil Judge at Bangalore, India

10. India Income Tax Department Tax Assessment against The SCO Group, India Income Tax Appellate Tribunal

11. Re Initial Public Offering Securities Litigation, Case No. 21 MC 92 (SAS), United States District Court for the Southern District Court of New York

12. Alia Shahbaz v. The SCO Group, Inc., Insured Claim No. 14794

13. Thinking Objects Software GmbH v. SCO, (Court) Landgericht Muenchen (Munich) I, Lenbachplatz 7, 80335 Munich, Germany, Case No. 21 O 1929/08

Schedule 5.18 Product Warranties, Etc.

Below are drafts of the standard terms and conditions of warranty that is used by SCO Group:

OEM Agreement

SCO WARRANTS THAT IT IS EMPOWERED TO GRANT THE RIGHTS GRANTED HEREIN. SCO DOES NOT WARRANT THAT THE FUNCTION CONTAINED IN SCO SOFTWARE LICENSED PRODUCT WILL MEET OEM'S OR ANY USER'S REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. SCO WARRANTS THAT SCO SOFTWARE LICENSED PRODUCT SUBSTANTIALLY CONFORMS AND WILL PERFORM TO THE SPECIFICATIONS AND FUNCTIONAL DESCRIPTIONS CONTAINED IN THE PERTINENT DOCUMENTATION; AND THAT THE REPRODUCTION OF THE SOFTWARE ON THE MEDIA MATERIAL PROVIDED BY SCO IS CORRECT. PROVIDED OEM NOTIFIES SCO OF ANY NON-CONFORMANCE WITHIN NINETY (90) DAYS OF OEM'S RECEIPT OF SCO SOFTWARE LICENSED PRODUCT, SCO SHALL AT ITS SOLE DISCRETION EITHER 1) REPAIR NONCONFORMING SCO SOFTWARE LICENSED PRODUCT, 2) REPLACE THE NON-CONFORMING SCO SOFTWARE LICENSED PRODUCT, OR 3) ACCEPT RETURN OF SAME AND REFUND OR CREDIT ANY FEES PAID BY OEM FOR SUCH RETURNED SCO SOFTWARE LICENSED PRODUCT.

SCO PROVIDES, TO END USERS ONLY, WARRANTIES FOR SCO SOFTWARE LICENSED PRODUCTS AS STATED IN THE SCO SOFTWARE LICENSE AGREEMENT THAT ACCOMPANIES EACH SCO SOFTWARE LICENSED PRODUCT. ANY SCO SOFTWARE LICENSED PRODUCT DELIVERED IN PACKAGING CONTAINING A LICENSE AGREEMENT THAT INDICATES THAT THE LICENSOR IS OTHER THAN SCO, IS DEEMED TO BE PROVIDED BY SCO SOLELY ON AN "AS IS" BASIS, WITHOUT WARRANTY FROM SCO, AND IS WARRANTED BY THE NAMED LICENSOR SOLELY TO THE EXTENT THAT THE PACKAGING, OR ACCOMPANYING BREAK-THE-SEAL LICENSE AGREEMENT, IF ANY, EXPRESSLY STATES A WARRANTY.

OEM IS NOT AUTHORIZED TO MAKE ANY WARRANTY COMMITMENT ON SCO'S BEHALF, WHETHER WRITTEN OR ORAL, OTHER THAN THOSE CONTAINED IN THE APPLICABLE STATEMENT OF LIMITED WARRANTY OR SOFTWARE LICENSE AGREEMENT.

German/Euro OEM Agreement (Local law requires a one year warranty period)

SCO WARRANTS THAT IT IS EMPOWERED TO GRANT THE RIGHTS GRANTED HEREIN. SCO DOES NOT WARRANT THAT THE FUNCTION CONTAINED IN SCO SOFTWARE LICENSED PRODUCT WILL MEET OEM'S OR ANY USER'S REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED. SCO WARRANTS THAT SCO SOFTWARE LICENSED PRODUCT CONFORMS AND WILL

PERFORM TO THE SPECIFICATIONS AND **FUNCTIONAL** DESCRIPTIONS CONTAINED IN THE PERTINENT DOCUMENTATION: AND THAT ТНЕ REPRODUCTION OF THE SOFTWARE ON THE MEDIA MATERIAL PROVIDED BY SCO IS CORRECT. PROVIDED OEM NOTIFIES SCO OF ANY NON-CONFORMANCE WITHIN ONE (1) YEAR OF OEM'S RECEIPT OF SCO SOFTWARE LICENSED PRODUCT, SCO SHALL AT OEM'S OPTION EITHER 1) REPAIR NON-CONFORMING SCO SOFTWARE LICENSED PRODUCT OR REPLACE THE NON-CONFORMING SCO SOFTWARE LICENSED PRODUCT (SCO MAY CHOOSE BETWEEN THESE ALTERNATIVES OF THIS OPTION 1)); OR 2) ACCEPT RETURN OF SAME AND REFUND OR CREDIT ANY FEES PAID BY OEM FOR SUCH RETURNED SCO SOFTWARE LICENSED PRODUCT. THE LIABILITY IN THE CASE OF BREACH OF WARRANTY IS LIMITED AS STATED IN SECTIONS 9 AND 8.

Reseller Agreement

ALL SCO LICENSED PRODUCTS DELIVERED ARE DELIVERED 'AS IS'. FOR THE AVOIDANCE OF DOUBT, IT IS DECLARED THAT ALL WARRANTIES CONCERNING THE QUALITY OF THE LICENSED PRODUCTS WHICH MIGHT OTHERWISE BE IMPLIED, INCLUDING THE STATUTORY IMPLIED TERMS OF MERCHANTABILTY OR FITNESS FOR PURPOSE, ARE EXCLUDED. SCO DOES NOT REPRESENT OR WARRANT THAT ANY LICENSED PRODUCT IS ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. NO WARRANTIES ARE MADE TO RESELLER BY ANY SUPPLIERS WHICH MAY HAVE DIRECTLY OR INDIRECTLY SUPPLIED PART OF LICENSED PRODUCT TO SCO.

Corporate Software Agreement (Major Account)

SCO does not warrant that the function contained in Licensed Product will meet Company's requirements or that its operation will be uninterrupted or error free. SCO warrants that Licensed Product substantially conforms to the specifications and functional descriptions contained in the pertinent documentation; that the reproduction of the software on the media material provided by SCO is correct; and that the documentation is correctly printed to SCO's standard at the time of execution of the Agreement. Provided Company notifies SCO of any non-conformance within ninety (90) days of Company's receipt of the non-conforming Licensed Product, SCO shall at its sole discretion 1) repair the non-conforming Licensed Product, 2) replace the non-conforming Licensed Product, or 3) accept return of same and refund or credit any fees paid by Company for the returned non-conforming Licensed Product.

Further, SCO warrants the SCO supplied media on which the SCO software component of the Licensed Product resides to be free from defects in material and workmanship under normal use for a period of ninety (90) days from date of delivery, and shall at its sole discretion either 1) repair the defective media, 2) replace the defective media, or 3) accept return of same and refund or credit any fees paid by Company for such returned Licensed Product.

EXCEPT AS PROVIDED HEREIN, LICENSED PRODUCT IS 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.

Vertical Solution Provider Agreement (VSP)

SCO does not warrant that the function contained in Licensed Product will meet VSP's or any Customer's requirements or that its operation will be uninterrupted or error free. SCO warrants that Licensed Product substantially conforms to the specifications and functional descriptions contained in the pertinent documentation; and that the reproduction of the software on the media material provided by SCO is correct; and that the documentation is correctly printed to SCO's standard at the time of execution of this Agreement. Provided VSP notifies SCO of any non-conformance within ninety (90) days of VSP's receipt of Licensed Product, SCO shall at its sole discretion either 1) repair nonconforming Licensed Product, 2) replace the non-conforming Licensed Product, or 3) accept return of same and refund or credit any fees paid by VSP for such returned Licensed Product.

Further, SCO warrants the SCO supplied media on which the SCO software component of the Licensed Product resides to be free from defects in material and workmanship under normal use for a period of ninety (90) days from date of delivery by VSP to VSP's customer, not to exceed one hundred and twenty (120) days from SCO's shipment to VSP, and shall at its sole discretion either 1) repair the defective media, 2) replace the defective media, or 3) accept return of same and refund or credit any fees paid by VSP for such returned Licensed Product.

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

SCO MAKES NO WARRANTY DIRECTLY TO END USER CUSTOMERS.

Distributor Agreement

SCO does not warrant that the function contained in Licensed Product will meet Distributor's or any Customer's requirements or that its operation will be uninterrupted or error free. SCO warrants that Licensed Product substantially conforms to the specifications and functional descriptions contained in the pertinent documentation; and that the reproduction of the software on the media material provided by SCO is correct; and that the documentation is correctly printed to SCO's standard at the time of execution of the Agreement. Provided Distributor notifies SCO of any non-conformance within ninety (90) days of Distributor's receipt of Licensed Product, SCO shall at its sole discretion either 1) repair nonconforming Licensed Product, 2) replace the non-conforming Licensed Product, or 3) accept return of same and refund or credit any fees paid by Distributor for such returned Licensed Product.

Further, SCO warrants the SCO supplied media on which the SCO software component of the Licensed Product resides to be free from defects in material and workmanship under normal use for a period of ninety (90) days from date of delivery by Distributor to Distributor's customer,

not to exceed one hundred and twenty (120) days from SCO's shipment to Distributor, and shall at its sole discretion either 1) repair the defective media, 2) replace the defective media, or 3) accept return of same and refund or credit any fees paid by Distributor for such returned Licensed Product.

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

SCO MAKES NO WARRANTY DIRECTLY TO END USER CUSTOMERS.

Software License Agreement (End User License Agreement)

SCO warrants that upon Your receipt of the Product and for a period of 90 calendar days thereafter, the media, if any, on which the Software is embedded will be free of defects in material and workmanship under normal use. SCO does not warrant that (i) the Software and any related Updates will be free of defects, (ii) the Software will satisfy all of Your requirements or (iii) the use of the Software will be uninterrupted or error-free.

In case of breach of warranty related to the quality of the media, You must return at Your expense and no later than 10 days after the expiration of the warranty period, the Product to SCO or its local authorized representative, together with a copy of Your dated Proof of Purchase. SCO or its representative will replace any defective media, or if not practicable, may terminate this Agreement and refund to You the amount paid for the Product. You acknowledge that this Paragraph sets forth Your exclusive remedy and SCO's exclusive liability for any breach of warranty or other duty related to the quality of the Product.

Engineering Services Agreement

SCO WARRANTS THAT: (i) IT HAS THE UNRESTRICTED RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT, (ii) IT HAS THE KNOWLEDGE, EXPERIENCE AND SKILL TO PROVIDED THE SERVICES, AND (iii) SERVICES HEREUNDER WILL BE PERFORMED IN A MANNER IN ACCORDANCE WITH ANY STATUTES, REGULATIONS, ORDINANCES OR CONTRACTS APPLICABLE TO THE SERVICES COVERED HEREBY INCLUDING, BUT NOT LIMITED TO, ALL LAWS AND REGULATIONS PERTAINING TO WAGES AND HOURS OF EMPLOYMENT, SOCIAL SECURITY, UNEMPLOYMENT, WORKERS COMPENSATION AND WITHHOLDING TAXES. SCO AGREES TO CARRY OUT THE SERVICES REQUIRED TO BE PROVIDED BY IT UNDER THIS AGREEMENT WITH REASONABLE CARE AND SKILL. SCO DOES NOT REPRESENT OR WARRANT THAT ANY SUPPORTED PRODUCT IS ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED OR THAT SCO WILL BE CAPABLE OF CORRECTING DEFECTS, OR THAT SCO WILL BE ABLE TO RENDER THE SUPPORTED PRODUCT CAPABLE OF PERFORMING ANY PARTICULAR FUNCTION. NO WARRANTIES ARE MADE TO COMPANY BY ANY SUPPLIERS WHICH MAY HAVE DIRECTLY OR INDIRECTLY SUPPLIED PART OF SUPPORTED PRODUCT TO SCO. ALL SOFTWARE SUPPLIED BY SCO IN CONNECTION WITH THIS AGREEMENT

SHALL BE SUBJECT TO THE TERMS OF THE LICENSE AGREEMENT GOVERNING THE SUPPLY OF THE SUPPORTED PRODUCT. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, NOR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER OR ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, TORT NEGLIGENCE OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS. SCO'S LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO REFUND OF THE CHARGES MADE UNDER THIS AGREEMENT. NO CLAUSE OF THIS AGREEMENT SHALL BE CONSTRUED AS PURPORTING TO RESTRICT OR EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO NEGLIGENCE.

TEAM Services Agreement

SCO AGREES TO CARRY OUT THE SERVICES REQUIRED TO BE PROVIDED BY IT UNDER THIS AGREEMENT WITH REASONABLE CARE AND SKILL. SCO DOES NOT REPRESENT OR WARRANT THAT ANY SUPPORTED PRODUCT IS ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED OR THAT SCO WILL BE CAPABLE OF CORRECTING DEFECTS, OR THAT SCO WILL BE ABLE TO RENDER THE SUPPORTED PRODUCT CAPABLE OF PERFORMING ANY PARTICULAR FUNCTION. NO WARRANTIES ARE MADE TO COMPANY BY ANY SUPPLIERS WHICH MAY HAVE DIRECTLY OR INDIRECTLY SUPPLIED PART OF SUPPORTED PRODUCT TO SCO. ALL SOFTWARE SUPPLIED BY SCO IN CONNECTION WITH THIS AGREEMENT SHALL BE SUBJECT TO THE TERMS OF THE LICENSE AGREEMENT GOVERNING THE SUPPLY OF THE SUPPORTED PRODUCT. SCO SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, NOR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER OR ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, TORT NEGLIGENCE OR OTHERWISE EVEN IF SCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. SCO'S LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO REFUND OF THE CHARGES MADE UNDER THIS AGREEMENT. NO CLAUSE OF THIS AGREEMENT SHALL BE CONSTRUED AS PURPORTING TO RESTRICT OR EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO NEGLIGENCE.

Professional Services Agreement

SCO warrants that:

SCO has the unrestricted right, power, and authority to enter into this AGREEMENT.

SCO has the knowledge, experience, and skill to provide the SERVICES, and will perform the SERVICES with reasonable care and skill in accordance with accepted industry standards.

SCO will re-perform the SERVICES to remedy any breach of warranty. If SCO is unable to reperform the SERVICES as warranted, the CLIENT will be entitled, as its exclusive remedy, to recover the fees paid to SCO for that portion of the SERVICES which is deficient.

Custom Engineering Agreement

SCO and Client each warrants that each has the unrestricted right, power, and authority to enter into this Agreement.

Client shall secure and maintain for and on SCO's behalf any required third party licenses to complete the Services.

Services performed hereunder will be performed in a manner in accordance with any statutes, regulations or ordinances applicable to the Services covered hereby including, but not limited to all laws and regulations pertaining to wages and hours of employment, social security, unemployment, Workers Compensation and withholding of taxes.

SCO warrants that the Work Product has been produced substantially in accordance with the applicable SOW.

WARRANTY DISCLAIMER. SCO DOES NOT WARRANT OR REPRESENT THAT THE WORK PRODUCT IS FREE OF ERRORS, THAT THE WORK PRODUCT, OR SOURCE CODE THEREOF, IS SUITABLE FOR PORTATION, TRANSLATION AND/OR SERVICES. SCO HAS NO OBLIGATION TO CORRECT ERRORS OR TO SUPPORT THE WORK PRODUCT, OR SOURCE CODE THEREOF, UNDER THIS AGREEMENT AFTER COMPLETION BY SCO AND ACCEPTANCE BY CLIENT OF THE WORK PRODUCT. EXCEPT AS PROVIDED HEREIN, WORK PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING WORK PRODUCT ARE HEREBY EXCLUDED.

THE SCO GROUP, INC.

Schedule 5.19 Insurance

Policy Dates	Policy Type	Insurance Company	Policy Number
03-21-03/10	Directors & Officers		
	Liability (Primary)	National Union	7131047
03-21-03/10	Directors & Officers		
02 01 02/10	Liability (Excess)	XL Specialty	ELU1036-5-08
03-21-03/10	Directors & Officers	Proventing Dist.	60001050
03-30-03-10	Liability (Excess) Employment Practices	Executive Risk	82081352
03-30-03-10	Liability	Carolina Casualty	4877831
06-01-07/09	Package	Chubb	35848253
06-01-07/09	Auto	Chubb	73536164
06-01-07/09	Umbrella	Chubb	79839981
06-01-07/09	Work Comp	Travelers	HEUB4514C836-07
06-01-07/09	E&O Liability	Axis Specialty Ins. Co.	ECN629959
06-01-07/10	ERISA Bond	Travelers	104334736
03-21-03/09	Directors & Officers		101551750
	Liability (Primary)	National Union	7131047
03-21-03/09	Directors & Officers		, ,
	Liability (Excess)	XL Specialty	ELU091847-07
03-21-03/09	Directors & Officers	Ξ Ψ	
	Liability (Excess)	Executive Risk	82081352
03-30-03 / 09	Employment Practices		
	Liability	Carolina Casualty	4729167
06-01 - 07/08	Package	Chubb	35848253
06-01-07/08	Auto	Chubb	73536164
06-01-07/08	Umbrella	Chubb	79839981
06-01-07/08	Work Comp	Travelers	HEUB4514C836-07
06-01-07/08	E&O Liability	Axis Specialty Ins. Co.	ECN629959
06-01-07/10	ERISA Bond	Travelers	104334736
03-21-07/08	Directors & Officers		
00.01 00.00	Liability (Primary)	National Union	7131047
03-21-07/08	Directors & Officers		
02 01 07/00	Liability (Excess)	XL Specialty	ELU091847-07
03-21-07/08	Directors & Officers		
· · · · · · · · · · · · · · · · · · · ·	Liability (Excess)	Executive Risk	82081352
03-30-07 / 08	Employment Practices		45001 (5
06 01 06/07	Liability	Carolina Casualty	4729167
06-01-06/07 06-01-06/07	Package Auto	Chubb	35848253
06-01-06/07	Umbrella	Chubb	73536164
06-01-06/07	Work Comp	Chubb Travelers	79839481
00-01-00/07	work comp	114701018	HEUB4514C836-06

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06-01-06/07	E&O Liability	Axis Specialty Ins. Co.	ECN621422
03-21 - 06/07	Directors & Officers		S.M. S.X. S.L. J
03-21-06/07	Liability (Primary) Directors & Officers	National Union	6263634
03-21-00/07	Liability (Excess)	WY Charles	101 1 1001 0 10 0Z
03-21-06/07	Directors & Officers	XL Specialty	ELU091847-06
05-21-00/07	Liability (Excess)	Al Specialty Lines	6263635
03-21-06/07	Directors & Officers	At operany times	0203033
	Liability (Excess)	Executive Risk	68042983
03-30-07 / 07	Employment Practices	BAOOULIVO NISK	000422002
	Liability	Carolina Casualty	4689476
06-01-05/06	Package	Chubb	35848253
06-01-05/06	Auto	Chubb	73536164
06-01-05/06	Umbrella	Chubb	79839481
06-01-05/06	Work Comp	St. Paul	WVA8301904
06-01-05/06	E&O Liability	Axis Specialty Ins. Co.	EC N 621422
03-21-05/06	Directors & Officers		
	Liability (Primary)	National Union	3852246
03-21-05/06	Directors & Officers		
	Liability (Excess)	XL Specialty	ELU091847-05
03-21-05/06	Directors & Officers	- •	
	Liability (Excess)	Al Specialty Lines	490-90-36
03-30-05 / 06	Employment Practices		
·	Liability	Carolina Casualty	4648969
06-01-04/05	Domestic Liability	Navigators	CT040001
06-01-04/05	Foreign Liability	Navigators	CT040003
06-01-04/05	Property	Navigators	CT040002
06-01-04/05	Work Comp	St. Paul	WVA8301904
06-01-04/07	ERISA Bond	Travelers	104334736
03-21-04/05	Directors & Officers		
	Liability (Primary)	National Union	3852246
03-21-04/05	Directors & Officers	~~	
02 01 04/05	Liability (Excess)	Hudson Insurance Co.	HN03031591032104
03-21-04/05	Directors & Officers		0 / 0 0 / <i>1</i>
02 20 04 / 05	Liability (Excess)	National Union	9422161
03-30-04 / 05	Employment Practices		1610600
06-01-03/04	Liability	Carolina Casualty	4619608
06-01-03/04	Domestic Package	St. Paul	TE08301227
06-01-03/04	Foreign Package Work Comp	St. Paul	TE08301228
03-21-03/04	Directors & Officers	St. Paul	WVA8301904
03-21-03/04	Liability (Primary)	National Union	3509344
03-21-03/04	Directors & Officers	National Onion	5509544
00 21-0J/0 1	Liability (Excess)	Hartford	3852246
03-21-03/04	Directors & Officers		J <i>UJ44</i> TV
55 MI 65/01	Liability (Excess)	Hooghuis	03031591
	Linomity (Choose)	100511010	00001071

03-30-03 / 04	Employment Practices		
	Liability	National Union	5430601
06-01-02/03	Domestic Package	St. Paul	TE08301227
06-01-02/03	Foreign Package	St. Paul	TE08301228
06-01-02/03	Work Comp	St. Paul	WVA8301904
00-01-02/05	work comp	St. rau	WVA8301904

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Schedule 5.22

Fixed Assets of Purchased Subsidiaries

TAG #	Description	Location	Date	SERIAL #
3001 0 355	Canon IR2800-Digital	UK	10/31/04	JFL27901
30010356	HP Color Jet 2000 C	UK	10/1/00	SG885190VH
30010357	HP Laserjet 81DN	UK	10/1/99	N/A
30010358	Sharp UX-B700	UK	10/31/06	\$7100290
	HP Laserjet 3800DN	UK	8/31/07	
30010368	Toshiba Tecra A2	UK	4/30/05	Z4065025P
30010372	ACER TravelMate 8201	UK	9/30/06	LXTAX06023615081E6 2515
30010360	Compaq Presario C300	UK	1/31/07	CNDC371STW
30010372	Toshiba A100-147	UK	10/31/06	X6525303Q
30010373	Toshiba Tecra M1	UK	10/31/03	X3888849G
30010367	Toshiba Tecra M1	UK	10/31/03	X3888844G
30010366	HP/Compag Evo N800V	UK	10/31/03	5Y31KSQZW2EE
30010369	Toshiba Tecra	UK	10/1/03	25817814G
30010370	HP/Compaq NX9420	UK	5/31/06	CND61521DL
	IBM R-52	UK	5/31/08	L3CDZB4
	IBM R-52	UK	5/31/08	L3CEGB0
30010377	Dell Dimension 2400	UK	10/1/03	FBMM01J
30010378	Dell Dimension 2400	UK	10/1/03	9BMM01J
30010361	Dell Dimension 2400	UK	10/1/03	7BMM01J
30010353	Dell Dimension 2400	UK	10/1/03	6CMM01J
30010354	Dell Dimension 2400	UK	10/1/03	4BMM01J
30013074	Dell Dimension 2400	ŬK	10/1/03	CBMM01J
30013075	Dell Dimension 2400	UK	10/1/03	4CMM01J
30010376	Dell Dimension 2400	UK	10/1/03	J9MM01J
30010363	Compaq Proliant 6500	Uк	10/1/98	8946CP410066
30010359	DELL Precision 610	UK	10/1/00	L483E
30010362	Desktop (No Name)	UK	10/1/03	N/A
30010364	Disk Storage	UK	10/1/98	N/A
30010365	Tape Library	UK	10/1/98	N/A

Description	Location	Date	Serial #
· ·			
Office Furniture	Germany	23-Dec-98	
Phone system Munich	Germany	18-Sep-95	MUNICH
O/head Projector (BEAMER)	Germany	14-Nov-96	
Pentium Komplett System	Germany	15-Aug-97	Sep97 imp
Samsung Syncmaster	Germany	05-Mar-98	V33936
4 x Fujitsu/E370	Germany	14-Apr-99	V30561
ATX full Tower (Whaucke)	Germany	7/9/99	JL068a1102
Mobile air conditioner	Germany	12-Aug-99	jl11199
Toshiba Tecra 8000 DVD (Mikebr)	Germany	11/1/99	JL068a1102

Compag Prollant 5500 server	Germany	31-Dec-99	160300
Compag armada pc cc6730	Germany	29-Feb-00	ji10500
Laptops, H/ware	Germany	29-Feb-00	ji1180500
Fujitsu Siemens Lifebk	Germany	30-Jun-00	vo31516
PC/Compaq Presario 7CYO	Germany	30-Apr-01	
PC/Compaq Presario 7CYO	Germany	30-Apr-01	
Security System	Germany	30-Sept- 01	
Laptop SOLO 9500XL GM	Germany	8-Oct-01	3704053
Laptop SOLO 9500XL GM	Germany	8-Oct-01	3704053
Laptop SOLO 9500XL GM	Germany	8-Oct-01	3704053
LTP TXERON Sonic Pro 800TMX	Germany	8-Oct-01	A8811630
IBM Thinkpad	Germany	31-Oct-01	
LTP IBM Think Pad	Germany	_Nov.01	100877
Toshiba Tecra Laptop- Hansba	Germany	1/31/04	
New Laptop - Rainer F.	Germany	9/1/05	
HP NX8220 NOTEBOOK	Germany	5/31/08	
HP NX8220 NOTEBOOK	Germany	5/31/06	
Laptop	Germany	2/27/08	
3-Comm Switch	Germany	30/01/99	
Cabling	Germany	30/01/99	
Projector	Japan	03/10/97	
PCx1/Seimiya	Japan	08/17/01	
Notebook PC	Japan	11/07/03	
PC	Japan	05/31/06	
Office Layout	Japan	05/08/01	
NEC Business Phone	Japan	02/24/03	
HP Digital Projector	Japan	10/29/04	
Electric facilities	Japan	09/09/07	
Telephone/LAN facilities	Japan	09/10/07	
Safety Box	Japan	06/22/01	
Office Layout Partitions)	Japan	02/15/03	

Schedule 5.23

Business of Purchased Subsidiaries

Developing, manufacturing, selling, marketing, supporting and providing services related to the Products.

Schedule 8.8

Sublease and Subcontract

Contracts to be designated by Purchaser in its sole discretion following the entry of the Sale Order.