

EXHIBIT D
ASSUMPTION NOTICE

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

In re : Chapter 11
: :
The SCO GROUP, INC., *et al.*,¹ : Case No. 07-11337 (KG)
: (Jointly Administered)
Debtors. :
: :

**NOTICE OF (I) TRUSTEE’S REQUEST FOR AUTHORITY TO
ASSUME, ASSIGN AND SELL CERTAIN EXECUTORY CONTRACTS
AND (II) TRUSTEE’S PROPOSED CURE AMOUNTS IN CONNECTION THEREWITH**

TO ALL COUNTERPARTIES TO EXECUTORY CONTRACTS:

In connection with Edward N. Cahn, Chapter 11 Trustee for the above-captioned debtors’ (collectively, the “Debtors”) pending **MOTION FOR ORDER UNDER 11 U.S.C. §§ 105(a), 363, AND 365 AND FED. R. BANKR. P. 2002, 6004, 6006 AND 9014 (A) APPROVING THE SALE OF MOBILITY BUSINESS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363, (B) AUTHORIZING AND APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS IN CONNECTION THEREWITH, AND (C) GRANTING RELATED RELIEF** (the “Motion”) filed on February 26, 2010, the Chapter 11 Trustee hereby provide notice of his intent to assume, assign and/or sell, pursuant to sections 363 and 365 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), the executory contracts (the “Contracts”) identified on Schedule 1 annexed hereto, to Me Inc Holdings, LLC (“MIH”) as purchaser under that certain Asset Purchase Agreement (collectively with all schedules and exhibits thereto, the “APA”) by and between The SCO Group, Inc. (“Seller”), MIH and Darl McBride (“McBride” and together with MIH, “Buyer”). Capitalized terms not otherwise defined in this notice shall have the meaning ascribed to such terms in the Motion or APA, as applicable.

PLEASE LOCATE YOUR NAME AND CONTRACT ON SCHEDULE 1.

Conditions to Effectiveness of Assumption and Assignment. By the Motion, the Debtors are seeking authority to assume and assign some or all of the Contracts to MIH. The proposed assumption and assignment of each of the Contracts shall be effective only upon a closing (the

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.

“Closing Date”) of the sale to MIH. The Contracts would be assumed and assigned, if at all, pursuant to the terms and conditions of any sale order entered by the Bankruptcy Court.

Cure. All amounts, if any, the Debtors believe are required to cure any default under each Contract (the “Cure Amounts”) are set forth on Schedule 1. On the Closing Date, or as soon thereafter as is reasonably practicable, MIH shall pay any Cure Amount due in connection with the assumption and assignment of a particular Contract. The Debtors believe there are no Cure Amounts owed under the Contracts in connection with assumption and assignment.

Objections. The Trustee has requested entry of an order setting **March 8, 2010 at 4:00 p.m. Eastern Time** (the “Objection Deadline”) as the date and time for the filing and service of any objections to the proposed assumption and assignment of any Contract, including without limitation any objection to the proposed Cure Amount or the provision of adequate assurance of future performance pursuant to Bankruptcy Code section 365(b)(1)(C) (“Adequate Assurance”). Any such objections must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) filed with the Clerk of the Bankruptcy Court, 824 Market Street, Wilmington, Delaware 19801 on or before the Objection Deadline; and (d) served so as to be received on or before the Objection Deadline by the following: (a) the United States Trustee, 844 King Street, Suite 2207, Wilmington, Delaware 19801; (b) counsel for the Trustee: Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Bonnie Glantz Fatell, Esq.; (c) The SCO Group, Inc., 333 South 520 West, Suite. 170, Lindon, Utah 84042, Attn: Ryan Tibbitts, General Counsel; and (d) counsel for MIH.: Holland & Hart LLP, 60 E. South Temple, Suite 2000, Salt Lake City, Utah 84111, Attn: Marc Porter. The foregoing requirements are collectively referred to herein as the “Assigned Contract Objection Procedures.”

If no objection is timely and properly filed and served in accordance with the Assigned Contract Objection Procedures, (a) the proposed Cure Amount set forth in Schedule 1 attached to this Notice shall be controlling notwithstanding anything to the contrary in any Contract or other document and the nondebtor party to the Contract shall be forever barred from asserting any other claim arising prior to the assignment against the Debtors or MIH as to such Contract and (b) MIH’s promise to perform under the Contract shall be deemed Adequate Assurance. To the extent the Debtors dispute any contract party’s claim for a Cure Amount, such dispute shall be presented to the Bankruptcy Court at the hearing on the Motion, or such later date and time as the Trustee, MIH, and the objector may agree or the Bankruptcy Court may order.

Sale Hearing. The Debtors have requested that a hearing (the “Sale Hearing”) be held before The Honorable Kevin Gross, United States Bankruptcy Judge, on **March 15, 2010 at 10:00 a.m. (Eastern Time)** in the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801, to consider the relief requested in the Motion, including, without limitation, the proposed assumption, assignment and/or sale of the Contracts. The Debtors may adjourn the Sale Hearing one or more times without further notice by making an announcement in open Court or by the filing of a hearing agenda pursuant to Bankr. D. Del. L.R. 9029-3 announcing the adjournment.

Modifications. The Debtors and MIH reserve the right, in their sole and absolute discretion, to (a) at any time prior to the Sale Hearing, amend their decision with respect to the proposed assumption and assignment of any Contract and provide you with a new notice

amending the information provided in this notice; and (b) at any time prior to the closing of the sale, to remove any Contract from Schedule 1 and provide notice thereof. Nothing contained herein or in Schedule 1 shall constitute or be deemed to constitute an admission or concession by any party, including the Trustee, the Debtors' estate and MIH, that any Contract is an executory contract pursuant to Bankruptcy Code section 365.

Documents. Copies of the Motion and the APA may be examined by interested parties between the hours of 8:00 a.m. and 3:00 p.m. (Eastern Time) at the office of the Clerk of the Court, 824 Market Street, Wilmington, Delaware 19801, or by appointment during regular business hours at the offices of the Trustee's counsel: Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, Delaware 19801. Additionally, copies of the foregoing may be downloaded from the Court's docket at www.deb.uscourts.gov or at <http://chapter11.epiqsystems.com>.

Dated: February 26, 2010
Wilmington, Delaware

BLANK ROME LLP

/s/ Bonnie Glantz Fatell
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Counsel for Edward N. Cahn, Chapter 11 Trustee

SCHEDULE 1

**CURE SCHEDULE FOR POTENTIALLY ASSUMED AND
ASSIGNED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

<u>Counterparty/Address</u>	<u>Description Of Contract Or Lease</u>	<u>Cure Amount</u>