

ARTICLE VIII

INDEMNIFICATION

8.1 Survival of Representations, Warranties and Agreements. Notwithstanding any investigation conducted at any time with regard thereto by or on behalf of either party, no representation or warranty by Seller shall survive the closing of this Agreement and no claim may be brought by any party with respect thereto other than the representation made by Seller in Section 2.10, including any schedules thereto, which shall survive the execution, delivery and performance of this Agreement, and be subject to the provisions of Section 8.2 below, until the first anniversary of the Closing Date.

8.2 Indemnification. Seller hereby agrees to indemnify and hold harmless Buyer against any and all losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, attorneys' fees, any and all out-of-pocket expenses incurred in investigating, preparing or defending against any litigation, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation, but only to the extent that the aggregate of the foregoing exceeds \$250,000, (collectively "Damages") asserted against, resulting to, imposed upon, or incurred or suffered by Buyer, directly or indirectly, as a result of or arising from any inaccuracy in or breach of the representation and warranty made by Seller in Section 2.10, including schedules thereto ("Identifiable Claims"). Seller's indemnity obligation pursuant to this Article VIII shall in no event exceed, either individually or in the aggregate, \$5,000,000.

8.3 Procedure for Indemnification with Respect to Third-Party Claims.

(a) If Buyer determines to seek indemnification under this Article VIII with respect to Identifiable Claims (the party seeking such indemnification hereinafter referred to as the "Indemnified Party" and the party against whom such indemnification is sought is hereinafter referred to as the "Indemnifying Party") resulting from the assertion of liability by third parties, the Indemnified Party shall give notice to the Indemnifying Party within thirty (30) days of the Indemnified Party becoming aware of any such Identifiable Claim or of facts upon which any such Identifiable Claim will be based; the notice shall set forth such material information with respect thereto as is then reasonably available to the Indemnified Party. In case any such liability is asserted against the Indemnified Party, and the Indemnified Party notifies the Indemnifying Party thereof, the Indemnifying Party will be entitled, if it so elects by written notice delivered to the Indemnified Party within twenty (20) days after receiving the Indemnified Party's notice, to assume the defense thereof with counsel reasonably satisfactory to the Indemnified Party. Notwithstanding the foregoing, (i) the Indemnified Party shall also have the right to employ its own counsel in any such case, but the fees and expenses of

such counsel shall be at the sole, unreimbursable expense of the Indemnified Party unless the Indemnified Party does not assume control or the Indemnified Party shall reasonably determine that there is a conflict of interest between Buyer and Seller with respect to such Identifiable Claim, in which case the fees and expenses of such counsel will be borne by the Indemnifying Party, (ii) the Indemnified Party shall not have any obligation to give any notice of any assertion of liability by a third party unless such assertion is in writing, and (iii) the rights of the Indemnified Party to be indemnified hereunder in respect of Identifiable Claims resulting from the assertion of liability by third parties shall not be adversely affected by its failure to give notice pursuant to the foregoing unless, and, if so, only to the extent that, the Indemnifying Party is prejudiced thereby. With respect to any assertion of liability by a third party that results in an Identifiable Claim, the parties hereto shall make available to each other all relevant information in their possession material to any such assertion.

(b) In the event that the Indemnifying Party, within thirty (30) days after receipt of the aforesaid notice of an Identifiable Claim, fails to assume the defense of the Indemnified Party against such Identifiable Claim, the Indemnified Party shall have the right to undertake the defense, compromise or settlement of such action on behalf of and for the account and risk of the Indemnifying Party.

(c) Notwithstanding anything in this Section to the contrary, (i) if there is a reasonable probability that an Identifiable Claim may materially and adversely affect the Indemnified Party, other than as a result of money damages or other money payments, the Indemnified Party shall have the right to participate in such defense, compromise or settlement and the Indemnifying Party shall not, without the Indemnified Party's written consent (which consent shall not be unreasonably withheld), settle or compromise any Identifiable Claim or consent to entry of any judgment in respect thereof unless such settlement, compromise or consent includes as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party a release from all liability in respect of such Identifiable Claim.

ARTICLE IX

GENERAL PROVISIONS

9.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via telecopy (with acknowledgment of complete transmission) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

- (a) if to Buyer, to:
The Santa Cruz Operation, Inc.
400 Encinal Street
P.O. Box 1900
Santa Cruz, CA 95061-1900
Attention: Legal Department
Telecopy No.: (408) 427-5474

with a copy to:

Brobeck, Phleger & Harrison
Two Embarcadero Place
2200 Geng Road
Palo Alto, CA 94303
Attention: Edward M. Leonard
Telecopy No.: (415) 496-2921

- (b) if to Seller, to:
Novell, Inc.
122 East 1700 South
Provo, Utah 84606
Attention: David R. Bradford, Esq.
Telecopy No.: (801) 228-7077

with a copy to:

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, California 94304
Attention: Larry W. Sonsini
Telecopy No.: (415) 496-4084

9.2 Survival. The representations and warranties contained in Section 2 and Section 3 hereof except for the representation of Seller set forth in Section 2.10 shall not survive the closing of the sale of assets and issuance of stock contemplated by this Agreement; provided, however, that the foregoing provision shall not eliminate the rights and remedies of the parties hereto in the case of a willful fraud by the other party provided that the agreed party shall establish all elements of the existence of such fraud by clear and convincing evidence.

9.3 Interpretation. When a reference is made in this Agreement to Schedules or Exhibits, such reference shall be to a Schedule or Exhibit to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

9.5 Entire Agreement. This Agreement, and the Schedules and Exhibits hereto: (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; (b) are not intended to confer upon any other person any rights or remedies hereunder, unless expressly provided otherwise; and (c) shall not be assigned by operation of law or otherwise except as otherwise specifically provided.

9.6 Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

9.7 Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

9.9 Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of

construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

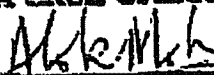
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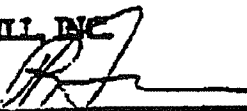
P.2

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be signed by their duly authorized respective officers, all as of the date first written above.

THE SANTA CRUZ OPERATION, INC.

By: 
Name: Alok Mohan
Title: Chief Executive Officer

NOVELL INC.

By: 
Name: Robert J. Frankenberg
Title: Chairman of the Board,
President and Chief
Executive Officer

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Schedule 1.1(a)

Assets

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- I. All rights and ownership of UNIX and UnixWare, including but not limited to all versions of UNIX and UnixWare and all copies of UNIX and UnixWare (including revisions and updates in process), and all technical, design, development, installation, operation and maintenance information concerning UNIX and UnixWare, including source code, source documentation, source listings and annotations, appropriate engineering notebooks, test data and test results, as well as all reference manuals and support materials normally distributed by Seller to end-users and potential end-users in connection with the distribution of UNIX and UnixWare, such assets to include without limitation the following:

UNIX Source Code Products

- A. UnixWare 2.0 as described in the UnixWare 2.0 Licensing Schedule and those products listed as "prior" products on such schedule (includes source code updates where appropriate - i.e. UnixWare product family).
- B. UNIX SVR4.1 ES as described in the UNIX SVR4.1 ES Licensing Schedule and those products listed as "prior" products on such schedule
- C. UNIX SVR4.0MP as described in the UNIX SVR4.0 MP Licensing Schedule and those products listed as "prior" products on such schedule.
- D. Ancillary SVRx Products (a final list of which shall be developed by the parties prior to the Closing)

Binary Product Releases

- A. UnixWare 2.01 Product Family as described by the Novell UnixWare 2.01 Part/Price List
- B. UnixWare 2.0.x update releases
- C. UnixWare 1.1 Product Family as described by the Novell UnixWare 1.1 Part/Price List
- D. UnixWare 1.1.x - update releases

Products Under Development

- A. UnixWare 2.1 (Eiger) - contains NetWare UNIX Client and Server capabilities
- B. UnixWare 2.1 Oracle Parallel Server (OPS)
- C. UnixWare 2.03 - maintenance update under development
- D. UnixWare 2.0.x/2.1 Enhanced Mode Merge
- E. UnixWare 2 Internet Server

Schedule 1.1(a)

Assets

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Other Technology

- A. UnixWare system/HBA/etc. Test/Certification Suites Used by Novell Labs
 - B. UnixWare "OS Branding" Test Suites
 - C. UnixWare "OS Compatible" Requirements
 - D. Gaede Performance Test suite
 - E. ARTUS, Bart, Buster Internal UNIX Test suites and test harnesses
 - F. UnixWare Training/Education Courseware
 - G. Requirements, Design, and Test Specifications for UnixWare 2
 - H. Technical Support Update Manager
 - I. Marketing collateral/information in electronic form
 - J. ODI Transmogrification software
- II. All of Seller's claims arising after the Closing Date against any parties relating to any right, property or asset included in the Business.
- III. All of Seller's rights pertaining to UNIX and UnixWare under any software development contracts, licenses and any other contracts to which Seller is a party or by which it is bound and which pertain to the Business (to the extent that such contracts are assignable), including without limitation:
- A. Joint Development with third parties:
 - 1. In-Process development agreements
 - 2. Past development agreements with on-going pricing discounts
 - 3. Past development agreements without ongoing pricing discounts
 - 4. Joint development agreements in which Seller didn't get full rights to the code developed.
 - B. Third party software license agreements - Those agreements in which Seller pays per copy fees for technology/products which are shipped with or to be used with UNIX System and/or UnixWare.
 - C. Joint marketing agreements - Marketing programs with customers.
 - D. End user MLA agreements - Agreements to allow end users to copy binary products for internal use only. Associated with these agreements are support requirements.
 - E. UNIX-only VAR agreements - UNIX Masters VARs

Schedule I.1(a)

Assets

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- F. Support agreements - End user support agreements (i.e., TMAC, NALCOMIS)
 - G. Microsoft agreement (Xenix Agreement) - Xenix compatibility and per copy fee agreement. Seller will agree to discuss with SCO Seller's interpretation of this agreement.
 - H. Microsoft Agreement (Extra-Ordinary Discount) - Microsoft's additional discount beyond 80%.
 - I. Strategic Relationship Agreements (i.e. MTA, ECPA, MBA, etc.)
 - J. Out-sourced development (i.e., India) - Development agreements with third parties (Wipro and HCL) and India Development Center. IDC is a Seller subsidiary.
 - K. Out-sourced Support Agreements
 - L. Software and Sublicensing Agreements - This includes the source code and sublicensing agreements that Seller has with its OEM, End User and Educational customers. The total number of these agreements is approximately 30,000.
 - M. OEM Binary Licensing Agreements - OEM distribution of UnixWare with Seller's agreement to include some OEM added value into future releases of UnixWare.
- IV. All copies of UNIX and UnixWare, wherever located, owned by Seller.
- V. Intellectual property - Trademarks UNIX and UnixWare as and to the extent held by Seller (excluding any compensation Seller receives with respect of the license granted to X/Open regarding the UNIX trademark).
- VI. All contracts relating to the SVRX Licenses listed below:
- 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

Schedule 1.1(a)

Assets

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- UNIX System V Release 4.0 MP, Intel386 Implementation
- #UNIX System V Release 4.0 MP International Edition, Intel386 Implementation
- UNIX System V Release 4.0 MP, 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 and #UNIX System V/386 Release 3.2 International Edition
- UNIX System V Release 3.2 and #UNIX System V Release 3.2 International Edition
- UNIX System V Release 3.1 and #UNIX System V Release 3.1 International Edition
- UNIX System V Release 3.0 and #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
- #All prior UNIX System releases and versions preceding UNIX System V Release 2.0 International Editions

VII. Such office furniture and personal computers or work stations as may be currently used by the employees of Seller hired by Buyer pursuant to Section 4.13 hereof.

Schedule 1.1(b)
Excluded Assets
(Page 1 of 2)

- I. Any asset not listed on Schedule 1.1(a), including without limitation any asset which pertains to NetWare which is not listed on Schedule 1.1(a)
- II. NetWare Operating System and Services
- III. TUXEDO Transaction Processing
- IV. Licensed technology, including:
 - A. NetWare and other Novell code contained in UnixWare 2.01 and Eiger:
 - 1. ODI Software contained in NetWare and UnixWare LAN Drive Test Kit
 - 2. Nprinter (for printing from NetWare to UnixWare Server)
 - 3. NUC (NetWare UNIX Client - for print, etc. from UnixWare to NetWare Server)
 - 4. TNVT, Host Presenter (Terminal Emulation to Log into UnixWare Server from NetWare Client)
 - 5. MHS Gateway (Mail Gateway)
 - 6. IPX/SPX (Re-Write of Native 4.1)
 - 7. ODI (Networking driver protocol; version 3.3 of assembly Spec and 1.0 of C Spec)
 - 8. Xconsole (Log-in to NetWare console)
 - 9. UnixWare TSA (SMS is back-up and restore, TSA is the 'agent' needed to do this)
 - 10. Some NetWare Client APIs
 - 11. DR-DOS
 - 12. Host Presenter (*Binary only*)
 - 13. TNVT (*Binary only*)
 - 14. criptor (*Binary only*)
 - 15. NetWare NLM (*Binary only*)
 - B. NetWare code contained in Eiger Only:
 - 1. NDS APIs
 - 2. NWS (Incl. NetWare File, Print and Directory Services)
 - C. NetWare 4.1 for UnixWare

Schedule 1.1(b)
Excluded Assets
(Page 2 of 2).

- V. Intellectual Property:
 - A. All copyrights and trademarks, except for the trademarks UNIX and UnixWare.
 - B. All Patents
- VI. Existing Master License Agreements with end users which include, in addition to other products of Seller, integrated delivery of UnixWare.
- VII. All accounts receivable or rights to payment concerning the Assets arising prior to the Closing Date.
- VIII. All right, title and interest to the SVRx Royalties, less the 5% fee for administering the collection thereof pursuant to Section 4.16 hereof.

Schedule 1.1(c)

Assumed Liabilities

1. All obligations, whether existing on the date hereof or arising hereafter, under the assigned contracts listed on Schedule 1.1(a).
2. All obligations relating to the Business which arise subsequent to the Closing Date.
3. Obligation of product support and customer service concerning UnixWare and Eiger.

SCHEDULE 1.2(b)

Buyer shall make payments of the royalties in accordance with the structure set forth below.

(a) Royalty-Bearing Products. Royalties shall be paid on sales of the following products by Buyer (the "Royalty-Bearing Products"):

- (i) UnixWare
- (ii) Eiger
- (iii) MXU
- (iv) White Box
- (v) any derivative, upgrades, updates or new releases of (i)

through (iv) above.

(b) Amount of Royalties. Concurrent with the execution of this Agreement, Seller has delivered to Buyer a business plan provided by Seller to Buyer on September 11, 1995 including an annual forecast by Seller of the potential estimated market for UnixWare, Eiger, MXU and White Box (the "Plan"). The amount of royalties shall be as follows:

(i) Royalties on UnixWare, Eiger, MXU and derivatives ("UW Products"):

(a) No royalties shall be payable in connection with any of the UW Products until Buyer shall have shipped or licensed, in any year, 40% of the units contemplated by the Plan for such year;

(b) Buyer shall pay royalties equal to \$30.00 per net unit in connection with each and every net unit of UW Products shipped or licensed by Buyer over and above 40% and less than 70% of the total units contemplated by the Plan for such year;

(c) Buyer shall pay royalties equal to \$60.00 per net unit in connection with each and every net unit of UW Products shipped or licensed by Buyer over and above 70% of the total units contemplated by the Plan for such year.

(ii) Royalties on White Box:

(a) No royalties shall be payable in connection with any of the White Box units until Buyer shall have shipped or licensed 50% of the White Box units contemplated by the Plan for such year.

(b) Buyer shall pay royalties equal to \$20.00 per net unit in connection with each and every net unit of White Box product shipped or licensed by Buyer over and above 50% of the total units contemplated by the Plan for such year.

(iii) Net Units shall mean total gross shipments minus returns and evaluation and demonstration units (on which revenue is not received).

(c) Termination of Royalty Obligations. The royalty obligations set forth in subsection (b) above will terminate (i) after Buyer shall have made aggregate cumulative payments to Seller equal to such amount which has a total net present value of \$ 84,000,000 (determined as of the date of Closing) or (ii) December 31, 2002, whichever is sooner. A discount rate of 15% will be used to calculate the net present value.

(d) Annual Cap; Carryover Provisions. In the event that Buyer's net shipments and licenses of UW Products shall reach or exceed 130% of the units contemplated by the Plan for such year, Buyer shall not have royalty obligations in connection with such shipments or licenses over such 130% threshold (the "Annual Cap"). In the event that the actual sale and license of units of UW Products fail to reach 40% of the Plan for any given year as contemplated by (b)(i) above, then 30% of the Plan units for such year may be carried forward and added to the following year solely for the purposes of determining the Annual Cap on royalties for such subsequent year.

(e) Protective Provisions. In the event that the pricing of royalties set forth herein shall cause Buyer to become unprofitable or substantially non-competitive in the marketplace, management of Buyer and Seller will meet to negotiate a mutually acceptable adjustment so as to support the economic viability of Buyer.

(f) SVRx Converted Units. The parties agree that SCO will have the opportunity to convert existing SVRx-based customers to a UnixWare derived product, thus depriving Seller of the economic benefit of the SVRx licenses. The process for determining if a customer is validly converted is as follows:

The conversion of an SVRx customer to UnixWare will validly occur and result in the UnixWare based revenue flowing to SCO, without giving rise to a continued obligation to make payment to Seller of royalties due under the SVRx licenses, only if the following are true (note: if the customer continues to sell their SVRx based product separately, then these SVRx revenues continue to flow to Novell):

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(i) The customer ships a binary copy of a Golden Master of UnixWare, Eiger, MXU or White Box, or

(ii) The product is derived from a source version of UnixWare, Eiger, MXU or White Box and (i) none of the original SVRx code provided by Novell to the customer, under the SVRx license, is included in the new product or (ii) Buyer shall demonstrate to Seller's reasonable satisfaction that an insignificant amount of original SVRx code is so included and the adoption of UnixWare is so substantial as to constitute a valid conversion.

In addition, an SVRx customer can be defined as having converted to UnixWare only if one of the above is satisfied and only if support is provided for NDS (client/server where appropriate) in the resulting product.

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Schedule 6.3(a)

The proposed merger with or sale of shares representing 50% or more of the voting power of Buyer to any of the following parties, or any affiliates or successors to the business thereof, would give rise to the respective rights and obligations contained in Section 6.3(a) of the Agreement:

Sun Microsystems

Microsoft

Hewlett-Packard

IBM

Digital

Fujitsu

EDMVA\PCDOCS\SQL7904231

EXHIBIT 5.1(c)

Eiger Development.

(a) Prior to the Closing Date, Seller shall use its reasonable commercial efforts to continue development of the Eiger product (as such term is defined in the Operating Agreement) in accordance with the development schedule previously furnished to Buyer.

(b) After the Closing Date, Seller shall contribute to Buyer a portion of the direct development costs associated with development of the Eiger product as follows:

(i) Seller shall contribute to Buyer 50% (fifty percent) of such direct development costs until such contribution reaches an aggregate of \$2.5 million (Two Million Five Hundred Thousand Dollars).

(ii) Once an aggregate of \$5 million (Five Million Dollars) is spent by Buyer on the development of the Eiger product, including the Seller contribution described in (i) above, Seller shall contribute to Buyer 25% (twenty-five percent) of such additional direct development costs until such additional contribution equals \$2.5 million (Two Million Five Hundred Thousand Dollars).

(iii) Except for the foregoing, Seller shall have no obligations to Buyer whatsoever respecting the development of the Eiger product.

(iv) Buyer shall provide Seller with such evidence of direct expenditures on the development of the Eiger product as Seller may reasonably request before any Seller contributions are made.

(v) Any such contributions shall be made quarterly in arrears upon written notice by Buyer of the expenditure of sums as to which Seller agrees to contribute its aforementioned percentages.

SELLER DISCLOSURE SCHEDULE

For convenience, section numbers refer to the Asset Purchase Agreement dated as of September 19, 1995 between Seller and The Santa Cruz Operation, Inc. However, the disclosure herein of any information which is relevant in connection with more than one section of such agreement shall be deemed adequate in all respects notwithstanding the fact that such information is disclosed herein only with reference to one section.

Section 2.6

Claims and threatened litigation:

Seller has been put on notice of a possible infringement of Unisys patent 4,558,302, covering the so-called LZW data-compression algorithm.

Section 2.8(c)

(i) Contracts under which Seller paid \$1,500,000 or more in Business related royalties, additional license fees and revenue sharing during the period 8/1/94 - 7/31/95:

(1) February 7, 1987 Development and License Agreement now in effect between Seller and Microsoft Corporation

(2) March 8, 1993 International OEM Distribution Agreement now in effect between Seller and Locus Computing Corporation

(ii) Customers from whom Seller received \$1,500,000 or more in Business related royalties, additional license fees and revenue sharing during the period 8/1/94 - 7/31/95:*

See Attachment A

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Not for disclosure to third parties

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(iii) Contracts now in existence in which Seller granted most favored nation pricing or exclusive marketing rights related to any Business related product, group of products, or territory:

See Attachment B

**Pursuant to various Software Agreements and Sublicensing Agreements administered by Seller's Licensing Organization.*

Section 2.8(f)

(f) Contracts containing rights for a customer to sublicense Business related source or binary code without additional payments to Seller:

(1) January 1, 1994 Software License and Distribution Agreement now in effect between Seller and Sun Microsystems, Inc.

(2) June 9, 1986 Sublicensing Agreement now in effect between Seller and Silicon Graphics, Inc.

Section 2.10

(i) Intellectual Property:

Attachment C to this Schedule contains the most current listing of pending and issued applications for trademarks covering products of the Business.

Attachment D to this Schedule contains a listing of pending and issued applications for patents covering products of the Business.

Attachment E to this Schedule contains a listing of Seller's copyright registrations covering product(s) relating to the Business.

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Not for disclosure to third parties

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(ii) Contracts under which Seller received Business-related revenues in excess of \$2,000,000 in the twelve month period ending 7/31/95:

See Attachment A

(iii) Contracts pursuant to which Seller was obligated to pay Business-related royalties of \$1,000,000 or more over the period 8/1/94-7/31/95:

See Attachment F

(iv) Contracts containing Business-related rights which are non-perpetual or which are terminable in the event of acquisition:

See Attachment G

(v) Claims of infringement:

See entry for Section 2.6 above

Section 2.11(a)

Real property and leases:

The Business (excluding outside sales and support activities conducted in the ordinary course) is primarily concentrated in a facility leased from Exxon Corporation in Florham Park, New Jersey. A copy of the current lease covering such facility is appended hereto as Attachment H. Other facilities in which relatively minor portions of the Business are conducted are located in San Jose, California, Orem, Utah and Provo, Utah.

Section 2.14

See Attachment A

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Section 2.16

Estimated level of UnixWare software inventory as of October 11, 1995:

U.S. / Canada	\$1,516,860
International	750,700
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Total	\$2,267,560

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ATTACHMENT A

Largest Volume OEM Customers of Seller

Sales Over \$2 Million

Microsoft
AT&T
Hewlett-Packard
Fujitsu
NEC
Siemens-Nixdorf
ICL
Digital Equipment
IBM
Silicon Graphics

Sales Over \$1.5 Million

Microsoft
AT&T
Hewlett-Packard
Fujitsu
NEC
Siemens-Nixdorf
ICL
Digital Equipment
IBM
Silicon Graphics

Hitachi
Motorola

Sales Over \$1 Million

Microsoft
AT&T
Hewlett-Packard
Fujitsu
NEC
Siemens-Nixdorf
ICL
Digital Equipment
IBM
Silicon Graphics

Cray
Stratus
Tandem
Mitsubishi

Attachment B

Agreements* with Most Favored Customer Pricing or Exclusive

Marketing Rights for Business Products or Territories

- February 21, 1986 Territorial Software Distribution Agreement between AT&T Information Systems, Inc. and AT&T UNIX Pacific Co., Ltd.
- Joint Venture Contract between Shenzhen Comtec Software, Ltd., China National Computer Software & Technology Service Corporation, China Great Wall Computer Group Co., Langchao Electronic Information Industrial Group Corporation, Changjiang Computer Union Corporation (Group), Beijing Modern Information Development Center, Dascom (Holdings) Ltd., and UNIX System Technologies China Company, Ltd. for the Establishment of UNIX System Technologies Company, Ltd.
- Sales Agency Agreement between AUDILOG (France) and UNIX System Laboratories, Inc.
- Publication Agreement between UNIX System Laboratories, Inc. and Addison-Wesley Publishing Company, Inc.
- January 1, 1994 Software License and Distribution Agreement between Seller and Sun Microsystems, Inc.
- May 10, 1994 Trademark Relicensing Agreement between Seller and X/Open Company, Ltd.
- Publication Agreement dated December 17, 1986 between AT&T Information Systems Inc. and Prentice-Hall, Inc.

** Agreements originally entered into by one of Seller's predecessors in title are so identified.*

NOVELL-SCO-Proprietary (Restricted)
Not for disclosure to third parties

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TRADEMARK STATUS REPORT

TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATOR NO.
UNIX	Argentina	Registered	38	01/31/86	06/02/89	09062-TMS156
UNIX	Argentina	Registered	42	06/05/86	07/04/89	09062-TMS157
UNIX	Argentina	Registered	9	01/31/86	01/31/91	09062-TMS155
UNIX	Australia	Registered	42	01/05/83	01/05/83	09062-TMS161
UNIX	Australia	Registered	38	01/05/83	01/05/83	09062-TMS160
UNIX	Australia	Registered	16	01/05/83	01/05/83	09062-TMS159
UNIX	Australia	Registered	9	01/05/83	01/05/83	09062-TMS158
UNIX	Australia	Registered	9, 38	06/13/84	01/17/85	09062-TMS163
UNIX	Australia	Registered	9, 16, 37, 41, 42	01/19/87	08/05/83	09062-TMS162
UNIX	Australia	Registered	38, 42	02/01/83	02/01/83	09062-TMS165
UNIX	Benelux	Registered	9, 16	03/06/86	03/06/86	09062-TMS164
UNIX	Bermuda	Registered	9	02/17/89	11/04/86	09062-TMS166
UNIX	Bolivia	Registered	38	02/17/86	11/04/86	09062-TMS168
UNIX	Bolivia	Registered	9	02/17/86	11/04/86	09062-TMS167
UNIX	Brazil	Registered	38	01/29/86	08/25/87	09062-TMS171
UNIX	Brazil	Registered	9	05/19/83	07/31/84	09062-TMS170
UNIX	Brazil	Registered	9	01/29/86	08/25/87	09062-TMS169
UNIX	Canada	Registered	9	01/19/83	04/24/87	09062-TMS172
UNIX	Chile	Registered	9, 38	03/19/86	10/16/92	09062-TMS173
UNIX	China	Registered	16	11/11/85	11/30/86	09062-TMS174
UNIX	Colombia	Registered	38	02/26/86	04/12/89	09062-TMS176
UNIX	Colombia	Registered	9	02/26/86	12/09/88	09062-TMS175
UNIX	Costa Rica	Registered	9	10/27/86	06/22/88	09062-TMS177
UNIX	Costa Rica	Registered	16	01/19/87	11/27/90	09062-TMS178
UNIX	Croatia	Filed	9	09/27/92		09062-TMS179
UNIX	Cyprus	Registered	9	08/02/90	09/23/92	09062-TMS180
UNIX	Denmark	Registered	9, 38	05/23/84	03/11/88	09062-TMS181
UNIX	Dominican Repub	Registered	20	05/07/86	08/15/86	09062-TMS182
UNIX	Dominican Repub	Registered	22	05/07/86	08/15/86	09062-TMS183
UNIX	Ecuador	Registered	9	03/05/86	09/02/86	09062-TMS184
UNIX	Ecuador	Registered	38	03/05/86	09/19/86	09062-TMS185
UNIX	Egypt	Registered	9	10/03/85	02/23/94	09062-TMS186
UNIX	Egypt	Registered	42	01/08/85	11/12/86	09062-TMS187
UNIX	El Salvador	Registered	9	08/22/86	07/12/89	09062-TMS188
UNIX	Finland	Registered	9, 38	11/12/85	03/20/89	09062-TMS189

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TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATOR NO.
UNIX	France	Registered	9, 38	10/26/84	10/26/84	09062-TM5190
UNIX	France	Registered	3, 16, 17, 21, 28, 30, 33	03/29/82	03/29/82	09062-TM5191
UNIX	Germany	Registered	9, 16, 37, 38, 42	11/27/90	07/30/91	09062-TM5192
UNIX	Germany	Registered	9, 16, 37, 38, 42	07/02/90	08/14/90	09062-TM5193
UNIX	Germany	Registered	9, 16, 42	03/21/83	11/17/83	09062-TM5194
UNIX	Greece	Registered	9	04/18/88	10/17/91	09062-TM5195
UNIX	Greece	Filed	38	11/17/92		09062-TM5196
UNIX	Guatemala	Registered	9	09/10/86	09/09/88	09062-TM5197
UNIX	Honduras	Registered	38	04/16/86	12/05/88	09062-TM5198
UNIX	Honduras	Registered	9	04/16/86	12/05/88	09062-TM5199
UNIX	Hong Kong	Registered	9	05/11/84	05/11/84	09062-TM5200
UNIX	Hong Kong	Registered	16	05/11/84	05/11/84	09062-TM5201
UNIX	Hungary	Registered	9	03/06/91	12/22/92	09062-TM5202
UNIX	Iceland	Registered	9	07/13/90	12/05/90	09062-TM5203
UNIX	India	Registered	9	08/08/85	08/08/85	09062-TM5204
UNIX	India	Registered	9	01/01/85	01/01/85	09062-TM5205
UNIX	Indonesia	Rejected	9	08/05/85		09062-TM5206
UNIX	Ireland	Registered	9	07/24/85	07/24/85	09062-TM5207
UNIX	Ireland	Registered	9	05/17/84	05/17/84	09062-TM5208
UNIX	Israel	Registered	42	11/26/86	10/22/87	09062-TM5209
UNIX	Israel	Registered	38	01/27/83	08/06/87	09062-TM5210
UNIX	Israel	Registered	16	01/27/83	06/25/87	09062-TM5211
UNIX	Israel	Registered	9	01/27/83	06/25/87	09062-TM5212
UNIX	Italy	Registered	9, 38	03/22/84	03/23/86	09062-TM5213
UNIX	Jamaica	Registered	9	02/13/86	06/08/92	09062-TM5214
UNIX	Japan	Filed	42	09/01/92		09062-TM5215
UNIX	Japan	Registered	11	12/26/89	01/31/95	09062-TM5216
UNIX	Japan	Registered	41		02/28/95	09062-TM5217
UNIX	Japan	Registered	26	05/18/84	01/29/93	09062-TM5218
UNIX	Jordan	Proposed				09062-TM5219
UNIX	Kenya	Filed	9	09/13/94		09062-TM5220
UNIX	Korea, South	Registered	39	03/19/83	11/09/83	09062-TM5221
UNIX	Liberia	Registered	N/A	03/10/86	03/10/86	09062-TM5222
UNIX	Liechtenstein	Registered	9, 38	01/13/86	10/31/91	09062-TM5223
UNIX	Macau	Registered	9	12/22/87	12/13/91	09062-TM5224

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TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATOR NO.
UNIX	Macau	Registered	9	12/22/87	12/13/91	09062-TM5222
UNIX	Macau	Published	16	06/17/86		09062-TM5223
UNIX	Malaysia	Registered	9	01/02/86		09062-TM5225
UNIX	Malta	Registered	9	07/31/85	07/31/85	09062-TM5226
UNIX	Mexico	Registered	35	07/15/85	06/12/87	09062-TM5229
UNIX	Mexico	Registered	9	07/15/85	06/24/87	09062-TM5227
UNIX	Mexico	Registered	9	07/23/85	10/28/85	09062-TM5228
UNIX	Monaco	Registered	9	03/20/86	03/20/86	09062-TM5230
UNIX	Morocco	Registered	9, 38	01/20/86	01/20/86	09062-TM5231
UNIX	New Zealand	Registered	16	10/09/84	10/09/84	09062-TM5234
UNIX	New Zealand	Registered	9	06/28/82	06/28/82	09062-TM5232
UNIX	New Zealand	Registered	9	06/17/85	06/17/85	09062-TM5233
UNIX	Nicaragua	Registered	9	08/06/86	06/03/87	09062-TM5235
UNIX	Nigeria	Filed	9	03/21/86		09062-TM5236
UNIX	Norway	Registered	9, 38	05/11/84	12/22/87	09062-TM5237
UNIX	Pakistan	Filed	16	04/01/86		09062-TM5239
UNIX	Pakistan	Registered	9	04/01/86	04/01/86	09062-TM5238
UNIX	Pakistan	Registered	9	09/28/87	07/29/88	09062-TM5241
UNIX	Panama	Registered	9	04/28/86	02/27/87	09062-TM5240
UNIX	Panama	Registered	38	05/08/87	05/08/87	09062-TM5243
UNIX	Papua New Guinea	Registered	9	04/05/86	04/05/86	09062-TM5242
UNIX	Papua New Guinea	Registered	9	12/16/85	07/25/86	09062-TM5244
UNIX	Paraguay	Registered	16	11/17/86	10/07/87	09062-TM5245
UNIX	Paraguay	Registered	38	12/16/85	07/25/86	09062-TM5246
UNIX	Paraguay	Registered	9	12/23/85	04/24/86	09062-TM5247
UNIX	Peru	Registered	9	12/23/85	04/24/86	09062-TM5248
UNIX	Peru	Abandoned	38	12/23/85	05/29/89	09062-TM5249
UNIX	Philippines	Registered	9	04/17/86	08/14/93	09062-TM5250
UNIX	Poland	Registered	9	05/17/91	07/22/91	09062-TM5251
UNIX	Portugal	Registered	9	01/29/86		09062-TM5252
UNIX	Portugal	Filed	15	06/17/86	07/22/91	09062-TM5253
UNIX	Portugal	Registered	38	01/29/86	03/15/87	09062-TM5254
UNIX	Ras-al-Khaimah	Registered	9	08/21/86	07/11/88	09062-TM5282
UNIX	Russia	Registered	9, 38	01/02/86		09062-TM5285
UNIX	Singapore	Registered	9	06/25/85	06/27/85	09062-TM5285
UNIX	Slovenia	Proposed	9			09062-TM5

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TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATOR NO.
UNIX	South Africa	Filed	16	02/07/86		09062-TM5257
UNIX	Spain	Filed	9	05/07/84		09062-TM5258
UNIX	Spain	Registered	38	05/07/84	05/06/85	09062-TM5259
UNIX	Sri Lanka	Registered	9	01/29/86	12/28/91	09062-TM5260
UNIX	Sudan	Filed	9	01/05/88		09062-TM5261
UNIX	Surinam	Registered	9	03/17/86	03/17/86	09062-TM5262
UNIX	Surinam	Registered	16	03/17/86	03/17/86	09062-TM5263
UNIX	Sweden	Registered	9, 16	10/24/83	12/11/87	09062-TM5264
UNIX	Sweden	Registered	9, 38	03/16/84	02/03/89	09062-TM5265
UNIX	Switzerland	Registered	9	03/15/84	05/31/85	09062-TM5266
UNIX	Syrian Arab	Registered	9, 38	09/02/86	09/19/91	09062-TM5267
UNIX	Taiwan	Registered	8	04/26/83	02/01/84	09062-TM5268
UNIX	Taiwan	Abandoned	8	04/26/83	12/01/83	09062-TM5269
UNIX	Taiwan	Registered	56	04/26/83	11/01/83	09062-TM5270
UNIX	Taiwan	Registered	80	04/26/83	07/16/84	09062-TM5271
UNIX	Taiwan	Registered	94	11/28/83	07/01/84	09062-TM5272
UNIX	Tanganyika	Registered	9	09/13/86	11/13/86	09062-TM5273
UNIX	Thailand	Registered	8	07/16/85	05/12/86	09062-TM5274
UNIX	Thailand	Registered	8	01/09/86	08/21/86	09062-TM5275
UNIX	Tunisia	Registered	9	01/17/86	01/17/86	09062-TM5276
UNIX	Turkey	Registered	9	03/24/86	03/24/86	09062-TM5277
UNIX	United Arab Emi	Filed	9	03/19/95		09062-TM5278
UNIX	United Kingdom	Registered	9	06/24/83	06/24/83	09062-TM5279
UNIX	United Kingdom	Registered	16	08/24/83	06/24/83	09062-TM5280
UNIX	Uruguay	Registered	9, 16, 38	07/08/86	01/16/92	09062-TM5281
UNIX	Venezuela	Filed	26	05/26/85		09062-TM5283
UNIX	Vietnam	Registered	9, 38, 42	05/12/86	06/17/87	09062-TM5284
UNIX	Yugoslavia	Registered	9	08/02/90	04/08/92	09062-TM5285
UNIX	Zaire	Registered	9, 35, 38	02/10/86	02/10/86	09062-TM5286
UNIX	Zimbabwe	Registered	9	02/05/86	02/05/86	09062-TM5287
UNIX & DESIGN(NESTED CHEVRONS)	Australia	Filed	42			09062-TM5383
UNIX & DESIGN(NESTED CHEVRONS)	Australia	Filed	9	05/20/91		09062-TM5382
UNIX & DESIGN(NESTED CHEVRONS)	France	Registered	9, 16, 35, 42	06/24/91	06/24/91	09062-TM5381
UNIX & DESIGN(NESTED CHEVRONS)	India	Proposed				09062-TM5380

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TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATOR NO.
UNIX & DESIGN (NESTED CHEVRONS)	Italy	Filed	9, 35, 38, 42	10/24/91		09062-TM5386
UNIX & DESIGN (NESTED CHEVRONS)	Spain	Filed	42	09/03/91		09062-TM5390
UNIX & DESIGN (NESTED CHEVRONS)	United Kingdom	Rejected	42	06/06/91		09062-TM5393
UNIX & DESIGN (NESTED CHEVRONS)	United Kingdom	Registered	16	06/06/91	06/06/91	09062-TM5392
UNIX & DESIGN (NESTED CHEVRONS)	United Kingdom	Registered	9	06/06/91	06/06/91	09062-TM5391
UNIX (KATAKANA VERSION)	Japan	Registered	41		03/31/95	09062-TM5417
UNIX (KATAKANA VERSION)	Japan	Filed	42	09/01/92		09062-TM5418
UNIX AND DESIGN (CRESTED WAVE)	Argentina	Filed	9	05/10/93		09062-TM5288
UNIX AND DESIGN (CRESTED WAVE)	Australia	Filed	9	04/02/93		09062-TM5289
UNIX AND DESIGN (CRESTED WAVE)	Austria	Abandoned	9, 42	04/19/93		09062-TM5290
UNIX AND DESIGN (CRESTED WAVE)	Azerbaijan	Proposed				09062-TM5291
UNIX AND DESIGN (CRESTED WAVE)	Belarus	Filed	9			09062-TM5292
UNIX AND DESIGN (CRESTED WAVE)	Benelux	Registered	9	02/03/93	02/03/93	09062-TM5293
UNIX AND DESIGN (CRESTED WAVE)	Bermuda	Proposed	9			09062-TM5294
UNIX AND DESIGN (CRESTED WAVE)	Bolivia	Filed	9	02/02/93		09062-TM5295
UNIX AND DESIGN (CRESTED WAVE)	Brazil	Published	9	04/05/93		09062-TM5296
UNIX AND DESIGN (CRESTED WAVE)	Canada	Abandoned	9	03/09/93		09062-TM5297
UNIX AND DESIGN (CRESTED WAVE)	Chile	Registered	9	02/02/93	07/29/93	09062-TM5298
UNIX AND DESIGN (CRESTED WAVE)	China	Filed	9	04/29/93		09062-TM5299
UNIX AND DESIGN (CRESTED WAVE)	Colombia	Registered	9	03/04/93	02/23/94	09062-TM5300
UNIX AND DESIGN (CRESTED WAVE)	Costa Rica	Proposed	9			09062-TM5301
UNIX AND DESIGN (CRESTED WAVE)	Croatia	Filed	9	03/18/93		09062-TM5302
UNIX AND DESIGN (CRESTED WAVE)	Denmark	Filed	9	02/12/93		09062-TM5470
UNIX AND DESIGN (CRESTED WAVE)	Dominican Repub	Registered	66	03/04/93	05/15/93	09062-TM5303
UNIX AND DESIGN (CRESTED WAVE)	Ecuador	Filed	9	02/17/93		09062-TM5304
UNIX AND DESIGN (CRESTED WAVE)	Egypt	Filed	9	03/29/93		09062-TM5305
UNIX AND DESIGN (CRESTED WAVE)	El Salvador	Proposed	9			09062-TM5306
UNIX AND DESIGN (CRESTED WAVE)	Estonia	Published	9	04/07/93		09062-TM5307
UNIX AND DESIGN (CRESTED WAVE)	Finland	Filed	9	03/18/93		09062-TM5308
UNIX AND DESIGN (CRESTED WAVE)	France	Proposed	9			09062-TM5309
UNIX AND DESIGN (CRESTED WAVE)	Georgia	Filed	9	04/29/93		09062-TM5310
UNIX AND DESIGN (CRESTED WAVE)	Germany	Registered	9, 16, 42	02/10/93	11/22/93	09062-TM5311
UNIX AND DESIGN (CRESTED WAVE)	Greece	Abandoned	9	07/12/93		09062-TM5312

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TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATOR NO.
UNIX AND DESIGN (CRESTED WAVE)	Guatemala	Filed	42	09/17/93		09062-TM5314
UNIX AND DESIGN (CRESTED WAVE)	Guatemala	Filed	9	09/17/93		09062-TM5313
UNIX AND DESIGN (CRESTED WAVE)	Honduras	Proposed	9			09062-TM5315
UNIX AND DESIGN (CRESTED WAVE)	Hong Kong	Abandoned	9	05/12/93		09062-TM5316
UNIX AND DESIGN (CRESTED WAVE)	Hungary	Registered	9, 16, 42	02/17/93	09/20/93	09062-TM5317
UNIX AND DESIGN (CRESTED WAVE)	Iceland	Registered	9	02/05/93	05/27/93	09062-TM5318
UNIX AND DESIGN (CRESTED WAVE)	India	Filed	9	02/11/93		09062-TM5319
UNIX AND DESIGN (CRESTED WAVE)	Indonesia	Proposed				09062-TM5320
UNIX AND DESIGN (CRESTED WAVE)	Ireland	Filed	9	02/09/93		09062-TM5321
UNIX AND DESIGN (CRESTED WAVE)	Israel	Filed	9	02/08/93		09062-TM5322
UNIX AND DESIGN (CRESTED WAVE)	Italy	Filed	9, 42	03/29/93		09062-TM5323
UNIX AND DESIGN (CRESTED WAVE)	Jamaica	Proposed	9			09062-TM5324
UNIX AND DESIGN (CRESTED WAVE)	Japan	Filed	42	05/13/93		09062-TM5327
UNIX AND DESIGN (CRESTED WAVE)	Japan	Filed	9	04/26/93		09062-TM5325
UNIX AND DESIGN (CRESTED WAVE)	Japan	Filed	41	05/13/93		09062-TM5326
UNIX AND DESIGN (CRESTED WAVE)	Kazakhstan	Proposed				09062-TM5328
UNIX AND DESIGN (CRESTED WAVE)	Korea, South	Filed	39	02/23/93		09062-TM5329
UNIX AND DESIGN (CRESTED WAVE)	Latvia	Filed	9	03/09/93		09062-TM5330
UNIX AND DESIGN (CRESTED WAVE)	Liberia	Filed		02/23/93		09062-TM5331
UNIX AND DESIGN (CRESTED WAVE)	Liechtenstein	Registered	9	09/13/93		09062-TM5332
UNIX AND DESIGN (CRESTED WAVE)	Lithuania	Filed	9	03/19/93		09062-TM5333
UNIX AND DESIGN (CRESTED WAVE)	Macau	Published	9	03/11/93		09062-TM5334
UNIX AND DESIGN (CRESTED WAVE)	Malaysia	Filed	9	07/31/93		09062-TM5335
UNIX AND DESIGN (CRESTED WAVE)	Malta	Registered	9	02/03/93	01/06/94	09062-TM5336
UNIX AND DESIGN (CRESTED WAVE)	Mexico	Proposed	9			09062-TM5337
UNIX AND DESIGN (CRESTED WAVE)	Moldova	Abandoned	9			09062-TM5338
UNIX AND DESIGN (CRESTED WAVE)	Monaco	Registered	9	02/12/93		09062-TM5339
UNIX AND DESIGN (CRESTED WAVE)	Morocco	Registered	9	03/22/93		09062-TM5340
UNIX AND DESIGN (CRESTED WAVE)	New Zealand	Filed	9	02/19/93		09062-TM5341
UNIX AND DESIGN (CRESTED WAVE)	Nicaragua	Proposed	9			09062-TM5342
UNIX AND DESIGN (CRESTED WAVE)	Nigeria	Registered	9	05/24/93	06/07/93	09062-TM5343
UNIX AND DESIGN (CRESTED WAVE)	Norway	Published	9, 42	03/19/93		09062-TM5344
UNIX AND DESIGN (CRESTED WAVE)	Pakistan	Filed	9	03/30/93		09062-TM5345
UNIX AND DESIGN (CRESTED WAVE)	Panama	Proposed	9			09062-TM5346
UNIX AND DESIGN (CRESTED WAVE)	Paraguay	Filed		02/10/93		09062-TM5347

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TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATOR NO.
UNIX AND DESIGN (CRESTED WAVE)	Peru	Abandoned	9	02/25/93		09062-TM3348
UNIX AND DESIGN (CRESTED WAVE)	Poland	Abandoned	9	02/09/93		09062-TM3349
UNIX AND DESIGN (CRESTED WAVE)	Portugal	Filed	9	03/13/93		09062-TM3350
UNIX AND DESIGN (CRESTED WAVE)	Singapore	Filed	9	03/30/93		09062-TM3351
UNIX AND DESIGN (CRESTED WAVE)	Slovenia	Filed	9	04/22/93		09062-TM3352
UNIX AND DESIGN (CRESTED WAVE)	South Africa	Withdrawn	9	04/01/93		09062-TM3353
UNIX AND DESIGN (CRESTED WAVE)	Spain	Suspended	9	02/23/93		09062-TM3354
UNIX AND DESIGN (CRESTED WAVE)	Spain	Published	16	03/16/93		09062-TM3355
UNIX AND DESIGN (CRESTED WAVE)	Spain	Published	35	03/16/93		09062-TM3356
UNIX AND DESIGN (CRESTED WAVE)	Spain	Published	39	03/16/93		09062-TM3357
UNIX AND DESIGN (CRESTED WAVE)	Spain	Published	42	03/16/93		09062-TM3358
UNIX AND DESIGN (CRESTED WAVE)	Spain	Filed	9	05/28/93		09062-TM3359
UNIX AND DESIGN (CRESTED WAVE)	Sti Lanka	Filed	9	10/25/93		09062-TM3360
UNIX AND DESIGN (CRESTED WAVE)	Sudan	Filed	9		11/26/93	09062-TM3361
UNIX AND DESIGN (CRESTED WAVE)	Swicnam	Proposed	9			09062-TM3362
UNIX AND DESIGN (CRESTED WAVE)	Sweden	Registered	9	03/08/93		09062-TM3363
UNIX AND DESIGN (CRESTED WAVE)	Switzerland	Registered	9	03/31/93		09062-TM3364
UNIX AND DESIGN (CRESTED WAVE)	Syzian Arab	Filed	9	02/24/93		09062-TM3365
UNIX AND DESIGN (CRESTED WAVE)	Taiwan	Proposed	9			09062-TM3366
UNIX AND DESIGN (CRESTED WAVE)	Tanganyika	Filed	9	03/31/93		09062-TM3367
UNIX AND DESIGN (CRESTED WAVE)	Thailand	Proposed	9			09062-TM3368
UNIX AND DESIGN (CRESTED WAVE)	Tunisia	Abandoned	9	06/17/93	06/17/93	09062-TM3369
UNIX AND DESIGN (CRESTED WAVE)	Turkey	Filed	9	03/19/93		09062-TM3370
UNIX AND DESIGN (CRESTED WAVE)	Ukraine	Filed	9	06/17/93		09062-TM3371
UNIX AND DESIGN (CRESTED WAVE)	United Arab Emi	Withdrawn	9	03/19/95		09062-TM3372
UNIX AND DESIGN (CRESTED WAVE)	United Kingdom	Filed	9	02/17/93		09062-TM3373
UNIX AND DESIGN (CRESTED WAVE)	Uruguay	Filed	9	06/30/93		09062-TM3374
UNIX AND DESIGN (CRESTED WAVE)	Uzbekistan	Abandoned	9			09062-TM3375
UNIX AND DESIGN (CRESTED WAVE)	Venezuela	Proposed	9, 38, 42	03/19/93	11/22/93	09062-TM3376
UNIX AND DESIGN (CRESTED WAVE)	Vietnam	Registered	9	02/24/93		09062-TM3377
UNIX AND DESIGN (CRESTED WAVE)	Yugoslavia	Filed	9, 16, 42	04/21/93		09062-TM3378
UNIX AND DESIGN (CRESTED WAVE)	Zaire	Cancelled	9	02/17/93		09062-TM3379
UNIX AND DESIGN (CRESTED WAVE)	Zimbabwe	Cancelled	41	03/05/93	08/30/93	09062-TM3380
UNIX AND DESIGN (CRESTED WAVE)	Zimbabwe	Cancelled	11	03/05/93	08/30/93	09062-TM3381

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TRADEMARK STATUS REPORT

TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATOR NO.
UNIX AND DESIGN (PERSON)	Austria	Registered	3, 16, 17, 21, 28, 30, 33	12/24/60	12/24/60	09062-TMS397
UNIX AND DESIGN (PERSON)	Austria	Registered	3, 16, 17, 21, 28, 30, 33	05/29/61	05/29/61	09062-TMS398
UNIX AND DESIGN (PERSON)	Belux	Registered	3, 16, 17, 21, 28, 30, 33	12/24/60	12/24/60	09062-TMS398
UNIX AND DESIGN (PERSON)	Belux	Registered	3, 16, 17, 21, 28, 30, 33	05/29/61	05/29/61	09062-TMS408
UNIX AND DESIGN (PERSON)	Egypt	Registered	3, 16, 17, 21, 28, 30, 33	12/24/60	12/24/60	09062-TMS399
UNIX AND DESIGN (PERSON)	Egypt	Registered	3, 16, 17, 21, 28, 30, 33	05/29/61	05/29/61	09062-TMS409
UNIX AND DESIGN (PERSON)	France	Registered	1, 2, 4-15, 18, 20, 22-27 29, 31, 32, 34	04/10/86	04/10/86	09062-TMS395
UNIX AND DESIGN (PERSON)	France	Registered	3, 16, 17, 21, 28, 30, 33	06/21/85	06/21/85	09062-TMS394
UNIX AND DESIGN (PERSON)	International	Registered	3, 16, 17, 21, 28, 30, 33	12/24/60	12/24/60	09062-TMS396
UNIX AND DESIGN (PERSON)	International	Registered	3, 16, 17, 21, 28, 30, 33	05/29/61	05/29/61	09062-TMS406
UNIX AND DESIGN (PERSON)	Italy	Registered	3, 16, 17, 21, 28, 30, 33	05/29/61	05/29/61	09062-TMS410
UNIX AND DESIGN (PERSON)	Italy	Registered	3, 16, 17, 21, 28, 30, 33	12/24/60	12/24/60	09062-TMS400
UNIX AND DESIGN (PERSON)	Monaco	Registered	3, 16, 17, 21, 28, 30, 33	05/29/61	05/29/61	09062-TMS412
UNIX AND DESIGN (PERSON)	Monaco	Registered	3, 16, 17, 21, 28, 30, 33	12/24/60	12/24/60	09062-TMS402
UNIX AND DESIGN (PERSON)	Morocco	Registered	3, 16, 17, 21, 28, 30, 33	05/29/61	05/29/61	09062-TMS411
UNIX AND DESIGN (PERSON)	Morocco	Registered	3, 16, 17, 21, 28, 30, 33	12/24/60	12/24/60	09062-TMS401
UNIX AND DESIGN (PERSON)	Portugal	Registered	3, 16, 17, 21, 28, 30, 33	05/29/61	05/29/61	09062-TMS413
UNIX AND DESIGN (PERSON)	Spain	Registered	3, 16, 17, 21, 28, 30, 33	12/24/60	12/24/60	09062-TMS403
UNIX AND DESIGN (PERSON)	Spain	Registered	3, 16, 17, 21, 28, 30, 33	05/29/61	05/29/61	09062-TMS414
UNIX AND DESIGN (PERSON)	Switzerland	Registered	3, 16, 17, 21, 28, 30, 33	12/24/60	12/24/60	09062-TMS404
UNIX AND DESIGN (PERSON)	Switzerland	Registered	3, 16, 17, 21, 28, 30, 33	05/29/61	05/29/61	09062-TMS415
UNIX AND DESIGN (PERSON)	Tunisia	Registered	3, 16, 17, 21, 28, 30, 33	12/24/60	12/24/60	09062-TMS405
UNIX AND DESIGN (PERSON)	Tunisia	Registered	3, 16, 17, 21, 28, 30, 33	05/29/61	05/29/61	09062-TMS416
UNIX SYSTEM TECHNOLOGIES	France	Registered	9, 16, 38	10/05/92	10/05/92	09062-TMS434
UNIX WARE	Germany	Registered	9, 16, 37, 38, 42	02/05/93	05/12/93	09062-TMS446
UNIX WARE (STACKED)	Germany	Registered	9, 16, 37, 38, 42	04/01/93	06/17/93	09062-TMS447
UNIXMASTER	Germany	Registered	9, 16, 37, 38, 42	03/31/93	09/30/93	09062-TMS435
UNIXWARE	Australia	Filed		07/01/94		09062-TMS47
UNIXWARE	Bangladesh	Filed		09/17/94		09062-TMS47

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TRADEMARK STATUS REPORT

TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATOR NO.
UNIXWARE	Bangladesh	Filed	16	09/17/94		09062-TM5475
UNIXWARE	China	Filed	9	09/15/94		09062-TM5473
UNIXWARE	Denmark	Registered	9	09/28/93	06/24/94	09062-TM5436
UNIXWARE	France	Proposed				09062-TM5437
UNIXWARE	Germany	Registered	9, 16, 37, 38, 42	02/05/93	04/29/93	09062-TM5436
UNIXWARE	Indonesia	Filed	9	08/28/93		09062-TM5481
UNIXWARE	Italy	Filed	9	12/02/93		09062-TM5439
UNIXWARE	Japan	Filed	9	03/13/95		09062-TM5419
UNIXWARE	Mexico	Filed	9	12/10/93		09062-TM5440
UNIXWARE	New Zealand	Filed	9	08/02/94		09062-TM5472
UNIXWARE	Norway	Published	9	09/13/93		09062-TM5441
UNIXWARE	Spain	Published	42	12/28/92		09062-TM5443
UNIXWARE	Spain	Suspended	9	12/28/92		09062-TM5442
UNIXWARE	Sweden	Registered	9	09/10/93	04/29/94	09062-TM5444
UNIXWARE	United Kingdom	Registered	9	09/22/93	09/22/93	09062-TM5445
UNIX	United States	Registered	9	05/13/85	04/22/86	09062-TM4023
UNIX	United States	Registered	9	06/24/85	05/06/86	09062-TM4024
UNIX DESKTOP	United States	Abandoned	9	07/09/91		09062-TM4025
UNIX EASY	United States	Abandoned	9	07/09/91		09062-TM4026
UNIX LABS	United States	Abandoned	9	06/01/90		09062-TM4027
UNIX LABS	United States	Abandoned	42	06/01/90		09062-TM4028
UNIX LIFE	United States	Abandoned	9	07/09/91		09062-TM4029
UNIX PRESS	United States	Registered	16	05/14/90	12/03/91	09062-TM4030
UNIX SYM4.2 AND DESIGN	United States	Allowed	9	06/23/92		09062-TM4031
UNIX UNIVERSITY	United States	Abandoned	41	04/07/92		09062-TM4035
UNIX WINDOWS	United States	Abandoned	9	06/04/93		09062-TM4036
UNIXWARE	United States	Abandoned	9	11/20/91		09062-TM4037
UNIXWARE	United States	Suspended	9	09/03/93		09062-TM4038
UNIXWARE	United States	Registered	9	08/03/93	07/19/94	09062-TM4039

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