

EXHIBIT 16

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of May 7, 2001 (the "Effective Date") by and between The Santa Cruz Operation, Inc. a California corporation having its principal place of business at 425 Encinal Street, Santa Cruz, California 95060 (the "Assignor") and Caldera International, Inc. a Delaware corporation having its principal place of business at 240 West Center Street, Orem, Utah 84057 (the "Assignee").

WHEREAS, Assignor and Assignee are parties to the Agreement and Plan of Reorganization, dated August 1, 2000, and amended September 13, 2000, December 12, 2000 and February 9, 2001 (collectively, the "Reorganization Plan"), which requires the execution of Ancillary Agreements, including an intellectual property assignment.

WHEREAS, Assignor has developed, created, written, and/or acquired certain inventions, patent application, trade secrets, trademarks and trademark applications, designs, products, processes and works of authorship prior to the Effective Date, including but not limited to, the software code, inventions, trade secrets, trademarks and trademark applications designs, products, processes and works of authorship listed in Schedules A-C attached hereto (the "Inventions and Works") (which do not include the Excluded Assets, as defined in the Reorganization Plan, and any intellectual property rights appurtenant thereto);

WHEREAS, Assignor owns certain rights, title and interest to the Invention and Works and patent rights, trade secret rights, trademarks, copyrights, design rights and other rights throughout the world appurtenant or related thereto, including certain rights to recover for past infringement of such rights;

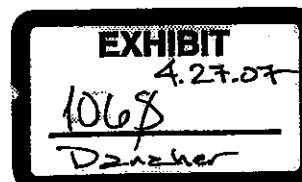
WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Inventions and Works, pursuant to the Reorganization Plan; and

WHEREAS, Assignor retains a license to use the SCO and SCO and design trademarks and the UNIX, UnixWare and SCO OpenServer technology as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee accepts, all of Assignor's right, title, and interest throughout the world in and to the Inventions and Works, including, but not limited to, any of the following appurtenant or related to the Inventions and Works: (i) all patents and patent applications and any and all patents that are or may be granted therefrom whether in the United States or any other country, including, without limitation, any extensions, continuations, continuations-in-part, divisions, reissues, reexaminations, and renewals thereof, or other equivalents thereof; (ii) all copyrights and all necessary and appropriate renewals and extensions thereof (iii) all trademarks, service marks, trade names, domain names, logos, trade dress, get up and product aesthetic features, including,

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without limitation, all registrations, applications for registration and common law rights thereto and all goodwill associated therewith; (iv) all design rights, whether registered, unregistered, patented, patentable or otherwise; (v) all trade secret rights and rights to enforce confidentiality or similar obligations in relation to the Inventions and Works; (vi) any and all other forms of intellectual property or proprietary right recognized anywhere in the world; and (vii) all rights and privileges pertaining to (i) through (vi), including without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof ((i) through (vii) hereinafter collectively referred to as the "Rights"). Notwithstanding the foregoing, Assignor retains a perpetual, non-transferable, non-sublicensable, royalty free, license back to use the SCO and SCO and design trademarks without attribution to Caldera, to the extent that Assignor enjoyed such rights prior to entering into the Reorganization Plan; and Assignor retains i) a perpetual, non-transferable, non-sublicensable, royalty free license back of the UNIX, UnixWare and SCO Open Server source code for Assignor's internal business use only, and ii) a perpetual, non-transferable, non-sublicensable, royalty free license to any future enhancements (meaning bug fixes, patches and any minor modifications) for a period of five years, for Assignor's internal business use only.

2. Protection. Assignor further hereby assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents, copyright, trademark or design registrations or other forms of protection for the Inventions and Works and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention that may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

3. Authorization to Record. Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for patent, copyright, trademark or design or other protection for the Inventions and Works and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention that may henceforth be substituted for it.

4. Delivery. Assignor agrees to deliver promptly to Assignee all the tangible examples reasonably requested by Assignee in Assignor's possession and all prototypes of the Inventions and Works held by Assignor as of the Effective Date.

5. Further Assurances. Assignor further agrees that Assignor will: (a) cooperate with Assignee's reasonable requests in the prosecution of patent, copyright, trademark or design applications on the Inventions and Works; (b) execute, verify, acknowledge and deliver all such reasonably required further papers, including applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully and reasonably may request to obtain, maintain, defend or enforce Rights for the Inventions and Works any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns. In the event that Assignee is unable to secure Assignor's signature to any document it is reasonably entitled to hereunder, after making a reasonable effort to secure such signatures, Assignor hereby irrevocably designates and

appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

6. Moral Rights. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Assignee hereby waives such Moral Rights. Assignee shall confirm any such waivers and consents from time to time as requested by the Assignor.

7. Confidentiality. Assignor hereby acknowledges and agrees that as of the Effective Date of this Assignment, the Inventions and Works, the Rights related or appurtenant thereto, and fact and terms and conditions of this Agreement are confidential and proprietary information of Assignee and Assignor may not use or disclose such information to any third party upon or after the Effective Date.

8. Representations and Warranties. Assignor hereby represents and warrants to Assignee the following:

(i) Assignor has the full power, authority and all rights necessary to transfer and assign Assignor's Rights in the Inventions and Works to Assignee and to carry out the terms and provisions of this Agreement;

(ii) Assignor's Rights in the Inventions and Works has not heretofore been pledged, hypothecated or otherwise encumbered and is, in all respects, free and clear of all encumbrances including, without limitation, interests, claims, options, prior assignments, licenses, leases, liens, charges or any other restrictions of any nature whatsoever; except for a security interest in all of the assets of Assignor, including the Inventions and Works, by The Canopy Group, filed with the California Secretary of State on January 12, 2001; and except for the pending opposition action against the UnixWare trademark in the EU.

(iii) By making this assignment Assignor will not breach any obligation to any third party under contract or otherwise;

(iv) The Inventions and Works do not infringe the Rights of any third party;

(v) Assignor has no knowledge of any fact that would prevent Assignee's registration of any Rights related or appurtenant to the Inventions and Works or recording the transfer of Rights hereunder (except that Assignor may not be able to establish a chain of title from Novell Inc. but shall diligently endeavor to do so as soon as possible); and

(vi) Assignor will not in the future register the Inventions and Works or any of the Rights related or appurtenant to the Inventions and Works.


Assignor agrees to defend and indemnify Assignee from and against any liabilities, claims, actions, demands or damages including, without limitation, reasonable attorneys' fees and costs arising from any breach of any of the foregoing warranties.

9. Miscellaneous. The waiver by either party of any breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Any party to this Agreement that takes steps to enforce the terms of this Agreement shall be entitled to reimbursement of any costs and expenses (including reasonable attorneys' fees) in the event of any such action. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States America without regard to conflicts of laws provisions thereof. The parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, if any, relating to the subject matter of this Agreement. This Agreement shall be binding on the parties' respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNEE:

CALDERA INTERNATIONAL, INC., a Delaware corporation


By: ROBERT BENOIT
Its: VP CFO

ASSIGNOR:

THE SANTA CRUZ OPERATION INC., a California corporation

By: _____
Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

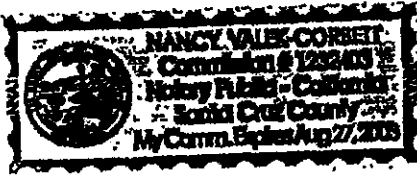
State of California

County of Santa Cruz

On April 30, 2001 before me, Nancy Valek-Corbett, Notary Public

personally appeared Randall Brosee

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Nancy Valek-Corbett
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Intellectual Property Assignment - ^{SCO} claim

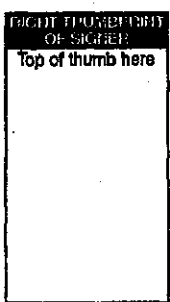
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): CEO
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.


ASSIGNEE:

CALDERA INTERNATIONAL, INC., a Delaware corporation

By: _____
Its: _____

ASSIGNOR:

THE SANTA CRUZ OPERATION INC., a California corporation



By: *Randall Brose*
Its: *CFO*

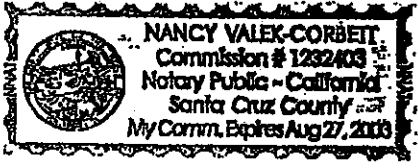
STATE OF California)
COUNTY OF Santa Cruz)

ss.

On this 30th day of April, in the year 2001, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Randal Presee, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Chief Financial Officer, on behalf of The Santa Cruz Operations, Inc. and acknowledged to me that Randal Presee executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



[Signature]
Notary Public in and for the aforesaid
County and State

SCHEDULE A
ASSIGNED PATENT APPLICATION

Patent Application:

U.S. Utility Patent Application entitled "Method and Apparatus for Executing Java Applications on a Single Java Virtual Machine," Application No. 09/464,352; Filed December 15, 1999.

SCHEDULE B
ASSIGNED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Trademark	Registration Date	Registration No.	Status/Class
Argentina	SCO	09/30/93	1472693	Registered 9
	SCO	06/30/94	1530433	Registered 42
	Open Desktop	(Applied for, filing date: 7/14/89, Application no. 1696846)	(Applied for)	Abandoned/9
Australia	Open Desktop	7/13/89	A514837	Abandoned/9 1996
	ODT	(Applied for, filing date: 7/22/91, Application no. 560086)	(Applied for)	Pending/9
	SCO	09/05/01	563113	Registered/42
	SCO	09/05/91	563112	Registered/9
	SCO and Design (Stylized Tree)	02/15/96	702508	Registered/9
	UNIXWARE	07/01/94	633864	Registered/9
Austria	Open Desktop	4/30/90	130350	Registered/9, 16, 36, 42 Do not renew instructions 1/5/2000
	SCO	01/22/92	139950	Registered/9, 16, 36, 41, 42
Bangladesh	Open Desktop	09/30/91	33556	Registered/9 Renewal date 9/30/1998
	Open	09/30/91	33557	Registered/16

	Desktop			Renewal date 9/30/1998
	SCO	01/13/00	33554	Registered/9
	SCO	09/30/91	33557	Registered/16
	UNIXWARE	(Applied for, filing date: 9/17/94, Application no. 41673)	(Applied for)	(Applied for)
	UNIXWARE	(Applied for, filing date: 9/17/94, Application no. 41672)	(Applied for)	(Applied for)
Benelux	Open Desktop	07/17/89	467837	Registered, 9, 16, 42 Do not renew instructions 3/23/99
	SCO	02/08/90	472347	Registered/9, 16, 41, 42
	SCO and Design (Stylized Tree)	02/14/86	587243	Registered/9, 16, 41
Bolivia	Open Desktop	10/02/90	50510C	Registered/9 Renewal Date 10/2/00
Brazil	Open Desktop	(Applied for, filing date: 7/24/89, Application No. 814975062)	(Applied for)	Abandoned/9 1996
	SCO and Design (Stylized Tree)	03/30/99	819433667	Registered/9, 40
	SCO	03/22/94	816968500	Registered/9
	SCO	04/05/94	816966133	Registered/40

Canada	Open Desktop	07/19/91	386744	Registered Renewal date 07/19/06
	Open Desktop And Design	(Applied for, filing date: 4/4/89, Application No. 623809)	(Applied for)	Abandoned/1995
	SCO and Design (Stylized Tree)	02/29/96	475,359	Registered
	SCO	04/23/96	411425	Registered
	SCO and Design	12/17/93	420940	Registered
Chile	Open Desktop	02/26/92	382125	Registered/41, 42 Renewal date 02/26/02
	Open Desktop	12/10/93	418111	Registered/9, 16 Renewal date 12/10/03
	SCO	5/17/89 (renewed 3/23/99)	342750	Registered/42
	SCO	03/10/92	383070	Registered/4, 42
China	Open Desktop	(Applied for, filing date: 9/17/92)	(Applied for)	Inactive/16
	Open Desktop	(Applied for, filing date 9/17/92)	(Applied for)	Inactive/9
	Design (Stylized Tree)	07/28/97	1065879	Registered/9
	UNIXWARE	08/07/96	860857	Registered/9
Columbia	Open Desktop	06/09/93	141336	Registered/9 Renewal date

				06/09/03
Costa Rica	Open Desktop	12/21/90	74001	Registered/9 Renewal Date 12/21/00
Denmark	Open Desktop	08/27/93	VR060871993	Registered/9 Renewal Date 08/27/03 To be abandoned
	UNIXWARE	06/24/94	41.125.1994	Registered/9
	SCO	10/30/92	VR100061992	Registered/9, 16, 41, 42
Ecuador	Open Desktop	06/20/90	310090	Registered/9 Renewal Date 06/20/05
El Salvador	Open Desktop	(Applied for, Application No. E163489)	(Applied for)	Abandoned/9 1996
	Open Desktop	(Applied for, Application No. E163589)	(Applied for)	Abandoned/16 1996
European Community	SCO and Design (Stylized Tree)	9/11/98	183129	Registered/9, 16, 42
	UNIXWARE	(Applied for, filing date: 4/1/96; Application no. 183103)	N/A	Opposed/9, 16, 41
Federal Republic of Germany	UNIXWARE	5/12/93	203107	Registered/9, 16, 37, 38, 42
	UNIXWARE (stacked)	06/17/93	2038592	Registered/9, 16, 37, 38, 42
	UNIXWARE	04/29/93	2035231	Registered/9, 16, 37, 38, 42
Finland	Open Desktop	01/20/95	135997	Registered/9, 16, 42 Renewal date 1/20/05

	Open Desktop	(Applied for, filing date: 7/13/89, Application No. 353789)	(Applied for)	Abandoned/9 1996
	SCO	12/21/92	123767	Registered/9, 16, 42
France	Open Desktop	07/27/89	1543525	Registered/9, 16, 42 Do not renew instructions 3/23/99
	SCO	09/09/91	1692453	Registered/9, 16, 41, 42
	SCO	03/13/87	1398504	Registered/9, 42
Germany	Open Desktop	03/23/94	1189990	Registered/9, 16, 35, 42 Do not renew instructions 08/04/00
	SCO	03/01/90	1186634	Registered/9, 16, 41, 42
Greece	Open Desktop	07/12/89	94650	Registered/9, 16 Renewal date 07/12/99
Guatemala	Open Desktop	10/24/90	63279	Registered/9 Renewal date 10/24/00
Hong Kong	SCO and Design (Stylized Tree)	02/24/96	5080/97	Registered/9
	SCO	09/11/91	1108/94	Registered/9
	SCO	09/11/91	879/93	Registered/16
Indonesia	Open Desktop	03/23/92	273226	Registered/9, 16 Renewal date 03/23/02
	UNIXWARE	08/28/95	360559	Registered/9

	SCO	1/24/95	327021	Registered/9
	SCO	(Applied for, filing date: 9/30/93, Application no. HC010114085A)	333456	(Applied for)
International Bureau	SCO	07/15/87	516330	Registered/9, 42
Ireland	Open Desktop	05/31/93	140756	Abandoned/9 1/23/96
	SCO	09/05/91	146285	Registered/9
Israel	Open Desktop	(Applied for, filing date 9/16/91, Application no. 80953)	(Applied for)	Abandoned/9 12/23/96
	Open Desktop	(Applied for, filing date 10/12/94, Application no. 95553)	(Applied for)	Abandoned/9 12/23/96
Italy	Open Desktop	01/29/92	558705	Registered/9, 16, 36, 42 Renewal date 7/26/99
	UNIXWARE	12/02/93	678741	Registered/9
	SCO	03/02/94	615327	Registered/9, 16, 41, 42
Japan	Open Desktop	05/31/93	2538133	Registered/11 Renewal date 05/31/03
	Open Desktop	05/21/93	2538133	Registered/11 Renewal date 05/31/03 Do not renew instructions 3/23/99
	ODT	2/28/95	2704134	Registered/11 Renewal Date 2/28/05
	Open	(Applied for, filing	(Applied for)	Abandoned/11

	Desktop in Katakana	date 12/12/90, Application no. HEI2138270)		
	SCO and Design (Stylized Tree)	10/09/98	4197569	Registered/9
	UNIXWARE	03/21/99	4,273,396	Registered
	SCO	6/27/97	3325688	Registered/42
	SCO	02/24/93	2610962	Registered/11
Korea (North)	Open Desktop	02/22/91	210102	Registered/39 Renewal date: 02/22/01 Do not renew instructions 1/23/96
Korea (South)	SCO and Design (Stylized Tree)	11/01/97	380641	Registered/9
Malaysia	Open Desktop	(Applied for, filing date 7/26/89, Application No. 8904470)	(Applied for)	Abandoned/9 1/23/96
Mexico	ODT	3/14/91	433850	Registered/9 Renewal Date 3/14/01
	Open Desktop	07/25/94	382323	Registered/ 1,6,8,9,11, 12,14,16 Renewal date 07/25/04
	SCO and Design (Stylized Tree)	(Applied for, filing date 02/20/96, Application no. 254919)	(Applied for)	Filed/9
	UNIXWARE	(Applied for, filing date: 12/10/93, Application no.	(Applied for)	Filed/9

		185653)		
	SCO	3/14/91 renewal filed on 10/2/2000)	399947	Registered/9
	SCO	10/15/91 (renewal filed on 11/22/2000)	400984	Registered/42
	SCO	03/14/91 (renewal filed on 10/2/2000)	399948	Registered/16
New Zealand	Open Desktop	(Applied for, filing date: 7/10/89, Application no. 194555)	(Applied for)	Abandoned/9 1/23/96
	SCO	02/09/96	A212704	Registered/9
	UNIXWARE	08/02/94	239501	Registered/9
Norway	Open Desktop	10/31/91	147391	Registered/9, 16, 42 Renewal date 10/31/01 To be abandoned
	SCO	01/14/93	154571	Registered/9, 16, 42
	UNIXWARE	11/02/95	169 934	Registered/9
Pakistan	Open Desktop	(Applied for, filing date 12/4/91, Application no. 113420)	(Applied for)	Abandoned/9 1/23/96
	SCO	11/29/99	113421	Registered/9
	SCO	(Application filed, filing date: 12/04/91, Application No. 113422)	(Application filed)	(Pending – published on 2/28/97)
Paraguay	Open Desktop	12/18/89	137959	Registered/9 Renewal date 12/18/99
Peru	Open Desktop	(Applied for, filing date 8/4/89,	(Applied for)	Rejected

		Application no. 157636)		
Portugal	Open Desktop	12/10/92	257352	Registered/9 Renewal Date 12/10/02
	SCO	08/17/93	278165	Registered/9
	SCO	09/20/93	278743	Registered/42
Russia	Open Desktop	10/16/92	40861-	Registered/9 Renewal Date 10/09/01
	SCO	10/09/91	109157	Registered/9
Singapore	Open Desktop	3/16/89	A453989	Abandoned/9 1/23/96
	ODT	(Applied for, filing date 2/28/91, Application no. 128891)	(Applied for)	Abandoned/9
	SCO	02/28/91 (renewed 2/28/98)	128991	Registered/9
	SCO	(Application filed on 2/28/91, Application No. 129091)	(Applied for)	(Pending/16
	SCO	03/01/91	218291	Registered/42
South Africa	Open Desktop	08/02/89	B896925	Registered/9 Renewal Date 08/02/99 Not renewed
Spain	Open Desktop	(Applied for, filing date 7/27/89, Application no. 1514081)	(Applied for)	Abandoned/9 1/23/96
	UNIXWARE	12/05/95	1737324	Registered/9
	SCO	02/20/90 (application renewed until	1550163	Registered/9

		2/20/2010)		
	SCO	06/03/93	1667248	Registered/42
Sri Lanka	Open Desktop	11/08/91	62566	Registered/9 Renewal Date 11/08/01
	SCO	05/23/95	62568	Registered/9
	SCO	11/08/91	62569	Registered/42
Sweden	Open Desktop	07/23/93	250260	Registered/9, 16, 42 Renewal Date 07/23/03
	UNIXWARE	04/29/94	257804	Registered/9
	SCO	05/14/93	249102	Registered/9, 41, 42
Switzerland	Open Desktop	07/11/89	374836	Registered/9, 6 Renewal Date 7/11/09
	SCO	09/05/91	392642	Registered/9, 16
Taiwan	Open Desktop	09/16/90	498741	Registered/72 Renewal Date 09/15/00
	ODT	10/16/91	538693	Registered/49 Renewal Date 9/15/00
	ODT	11/16/91	542354	Registered/72 Renewal Date 11/15/01
	SCO and Design (Stylized Tree)	03/16/97	753030	Registered/9
	SCO	01/16/92 renewal filed 7/7/99	548772	Registered/72
	SCO	10/16/91 renewal	538736	Registered/49

		filed 7/7/99		
Thailand	Open Desktop	03/17/92	KOR272	Registered/9 Renewal Date 03/17/02
	SCO	06/30/93	KOR3310	Registered/9
	SCO	06/30/93	KOR3321	Registered/16
Turkey	Open Desktop	07/18/89	113450	Registered/9, 16 Renewal Date 07/18/99 Not Renewed
United Kingdom	Open Desktop	(Applied for, filing date: 1/27/89, Application no. 1390250)	1/27/89	Abandoned/9 1/23/96
	Open Desktop	03/09/91	B1457899	Registered/9 Renewal Date 03/09/98 Do not renew instructions 1/4/95
	UNIXWARE	09/22/93	1,548,436	Registered/9
	SCO	09/17/91 (renewed through 9/17/2008)	1477302	Registered/9
	SCO	9/17/91 (renewed through 9/17/2008)	1477303	Registered/42
United States	Open Desktop	2/6/90	1581180	Abandoned/9 1/23/96
	Open Desktop	03/20/90	1587521	Registered/9 Renewal Date 03/20/90 Do not renew instructions 1/4/95
	UNIXWARE	07/19/94	1,845,474	Registered/9
	UNIXWARE	07/27/99	2,241,666	Registered/9
	SCO and	05/27/97	2,064,732	Registered/9

	Design (Stylized Tree) SCO	01/23/90 (request for renewal sent 1/4/00)	1578766	Registered/9, 16, 41,42
Uruguay	Open Desktop	04/03/92	231681	Registered/9, 16, 42 Renewal Date 04/03/02
Venezuela	Open Desktop	(Applied for, filing date 8/7/89, Application no. 011681)	(Applied for)	Abandoned/50 1/23/96

SCHEDULE C
ASSIGNED COPYRIGHTS AND TECHNOLOGY

Copyrights

A. Source Code Products:

UnixWare 7 Source Code product family as described in SCO's UnixWare 7 Licensing Schedules.

UnixWare 2 product family as described in SCO's UnixWare 2 Licensing Schedules.

UnixWare 1.1 as described in the UnixWare 1.1 Licensing Schedule.

UNIX SVR4.2MP as described in the UNIX SVR4.2MP Licensing Schedule and those products listed as "prior" products on such schedule.

UNIX SVR4.2 as described in the UNIX SVR4.2 Licensing Schedule and those products listed as "prior" products on such schedule.

UNIX SVR4.1 ES as described in the UNIX SVR4.1 ES Licensing Schedule and those products listed as "prior" products on such schedule.

UNIX SVR4.0MP as described in the UNIX SVR4.0 MP Licensing Schedule and those products listed as "prior" products on such schedule.

Auxiliary SVRx Products as set forth in Schedule 1 attached hereto.

B. Binary Products:

UnixWare 7 product family as described in SCO's price list attached hereto.

UnixWare 7 NonStop Clusters as described in SCO's price list attached hereto.

UnixWare 2 product family as described in SCO's price list attached hereto.

UnixWare 1.1 product family, including UnixWare 1.1.x update releases.

C. Products Under Development:

UnixWare 7.1.1 Media Kit Refresh ("Binary Roll-up").

UnixWare 7.1.1 Feature Supplements for UDI, UODK, and DCAP UnixWare 7.1.2 Maintenance Release.

UnixWare 7.2 Upgrade Release - Code Named Aries.

Linux Personality for UnixWare7 - Code Named LKC.

UnixWare 7 NonStop Clusters Release 7.1.1C.

Other Technology

UnixWare system/HBA/etc. Test/Certification Suites

UnixWare "OS Branding" Test Suites

UnixWare "OS Compatible" Requirements

Gaede Performance Test Suite

ARTUS, Bart, Buster International UNIX Test Suite and test harnesses

Requirements, Design, and Test Specifications for UnixWare 2

Technical Support Update Manager

Marketing collateral/information in electronic form

ODI transmogrification software

Perk up technology

OpenServer Products: all software, development tools, compilers, libraries, driver kits, utilities, and the operating system software and other products in whole or in part based on or developed from or for the AT&T Unix System V version 3.2 kernel and any successor to that kernel, including the kernel, the code base, the application program interfaces, the application binary interfaces, derivative works thereof, and those products offered under the names or marks "Appliance Server", SCO Admin, SCO OpenServer Enterprise System, SCO OpenServer Host System, SCO OpenServer Internet FastStart System, or SCO OpenServer Desktop System, SCO Virtual Disk Manager, SCO Doctor, SCO ARCserve/Open, SCO Merge, SCO OpenServer SMP™ Licenses, SCO PPP from Morning Star, SCO Internet Security Package, SCO Internet to NetWare Gateway, and Interscan VirusWall, and all successors, upgrades, enhancements, releases, new versions, and updates to any of the above that have been developed or acquired by the Contributing Companies as of the Effective Time, as defined in the Reorganization Plan.

D. Auxiliary SVRx Products

Open Network Computing+

386 Implementation of UNIX System V Release 4 Multi-National Language Supplement

386 Implementation of UNIX System5 Release 4 Multi-National Language Supplement

3B2 Implementation of UNIX System5 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 5 386/486

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 Libraries 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 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 Users and Administrators 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 Rel 1.0
Japanese Application Environment Release 2.0
Japanese Application Environment Release 2.0
Japanese Application Environment Release 2.1
Japanese Application 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 4.1 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 Documentation Reproduction Provision
UNIX System V Release 3.2 for Intel 386 Multi-National Language Supplement
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 Documentation Reproduction Provision
UNIX System V Release 4.0 3B2 Documentation Reproduction Provision
UNIX System V Release 4.0 i860 Documentation 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

[SEE TAB NUMBER 6 EXHIBIT C]

EXHIBIT 17

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Edward Normand (admitted pro hac vice)
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Facsimile: (612) 340-2868

Attorneys for Plaintiff, The SCO Group, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

THE SCO GROUP, INC.,
a Delaware corporation,
Plaintiff/Counterclaim-Defendant,

vs.

NOVELL, INC.,
a Delaware corporation,
Defendant/Counterclaim-Plaintiff.

DECLARATION OF TROY KELLER

Civil No.: 2:04CV00139

Judge Dale A. Kimball
Magistrate Judge Brooke C. Wells

I, Troy Keller, declare as follows:

1. I submit this declaration in connection with The SCO Group v. Novell, Inc., Civil Action No. 2:04CV00139 DAK (D. Utah 2004), and The SCO Group, Inc. v. International Business Machines Corporation, Civil Action No. 2:03CV-0294 DAK (D. Utah 2003). I make this declaration based upon personal knowledge.
2. I am an attorney licensed to practice in New York and Colorado and now live and work in Utah.
3. In 2000 and 2001, I was employed as an attorney at the law firm of Brobeck, Phleger & Harrison ("Brobeck") in its Broomfield, Colorado office. I was also a member of the Brobeck legal team representing Caldera Systems, Inc. ("Caldera") in its acquisition of two divisions of The Santa Cruz Operation, Inc. ("Santa Cruz") comprising the UNIX and UnixWare business. I was involved on a regular and continuing basis in the acquisition on behalf of the acquiring Caldera entities, but I did not have primary responsibility for intellectual property issues in the transaction. However, I did participate in many discussions of intellectual property matters with IP specialists on both sides of the transaction.
4. As part of the transaction, Caldera merged with the two divisions it acquired from Santa Cruz, forming a new entity named Caldera International. In connection with the acquisition, Santa Cruz transferred and conveyed to Caldera International all the intellectual property associated with the UNIX and UnixWare technology, including the UNIX and UnixWare copyrights, through an Intellectual Property Assignment executed by Santa Cruz and Caldera International on May 7, 2001. (Attached as Exhibit A, hereto.)

5. In performing due diligence for the transaction, I, along with other members of the Brobeck team reviewed, among other things, the 1995 Asset Purchase Agreement between Santa Cruz and Novell, Inc. ("Novell"), whereby Santa Cruz had acquired the UNIX and UnixWare business and assets from Novell (the "APA"). We also reviewed Amendments Nos. 1 and 2 to the APA.
6. After review of the APA and Amendment No. 2 thereto, the transaction team, including the Brobeck lawyers, lawyers from Parsons, Behle & Latimer ("PB&L"), which also represented the Caldera entities, in house counsel for the Caldera entities, and in house counsel for Santa Cruz, and Wilson Sonsini discussed and concluded that Santa Cruz had acquired the ownership of the UNIX and UnixWare copyrights (including those that came to be listed on Schedule C to the May 2001 IP Assignment) from Novell under the APA in 1995, as amended, and that Santa Cruz consequently had the ownership, right and authority to transfer the ownership of those copyrights as part of the Intellectual Property Assignment in 2001.
7. For the sale from Santa Cruz to Caldera, which was closed in May 2001, Santa Cruz was represented by Wilson Sonsini Goodrich & Rosati, ("WSGR"), and Caldera (including Caldera International) was represented by Brobeck and PB&L.
8. To my knowledge, during the negotiations between Santa Cruz and Caldera in 2000 and 2001, and during the communications between Brobeck and PB&L and WSGR in performing due diligence for the transaction, neither the WSGR attorneys nor representatives from Santa Cruz ever stated or suggested that Novell had retained

ownership of the UNIX and UnixWare copyrights under the APA or that Santa Cruz lacked the authority to transfer ownership of those copyrights to Caldera International.

9. On the contrary, the WSGR attorneys reviewed, approved, and helped draft the Intellectual Property Assignment, wherein Santa Cruz expressly represented and warranted that it had the power, authority, and rights to transfer ownership of the UNIX and UnixWare copyrights, and Santa Cruz expressly transferred and conveyed those copyrights to Caldera International. (Ex. A § 1, § 8(i).)
10. In Section 8(v) of the Intellectual Property Assignment, Santa Cruz also represented that it had no knowledge of any fact that would prevent Caldera International from registering the rights it acquired under the Intellectual Property Assignment. During the due diligence process, a question arose regarding the copyright registrations and the location of the registration certificates and whether certain UNIX copyrights had been previously registered in the name of The Santa Cruz Operation, Inc. The parenthetical language in Section 8 (v) relates only to the question about the location and transfer of the copyright registrations. That language does not relate to, and was not intended to relate to Santa Cruz's ownership of the copyrights, Novell's sale of the UNIX and UnixWare copyrights to Santa Cruz or Santa Cruz's power, authority, and right to transfer those copyrights to Caldera International.
11. If anyone on either of the transaction teams had offered an opinion that the Santa Cruz Operation, Inc. had not previously acquired ownership of the relevant UNIX and UnixWare copyrights from Novell or did not have the right to transfer the ownership of those copyrights to the Caldera entities, it is unlikely that the transaction would have gone

forward as planned or it would have been structured very differently. At a minimum, there would have been more specific and clear documentation of that lack of ownership to the core assets that were being transferred. This would have likely included material changes to the Intellectual Property Assignment, including clear language calling out the lack of ownership in at least paragraphs 1 and 8(i) and (ii) and on Schedule C and possibly other approaches.

12. Based upon my interaction and discussion with members of the teams on both sides of the transaction in 2001, it was not my understanding then and it is not my understanding now that the parenthetical in paragraph 8 (v) of the Intellectual Property Assignment somehow negates or overrides the transfer of the ownership of the UNIX and UnixWare copyrights, or other assets, listed and referenced on Schedule C.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

May 18, 2007



Troy Keller

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of May 7, 2001 (the "Effective Date") by and between The Santa Cruz Operation, Inc. a California corporation having its principal place of business at 425 Encinal Street, Santa Cruz, California 95060 (the "Assignor") and Caldera International, Inc. a Delaware corporation having its principal place of business at 240 West Center Street, Orem, Utah 84057 (the "Assignee").

WHEREAS, Assignor and Assignee are parties to the Agreement and Plan of Reorganization, dated August 1, 2000, and amended September 13, 2000, December 12, 2000 and February 9, 2001 (collectively, the "Reorganization Plan"), which requires the execution of Ancillary Agreements, including an intellectual property assignment.

WHEREAS, Assignor has developed, created, written, and/or acquired certain inventions, patent application, trade secrets, trademarks and trademark applications, designs, products, processes and works of authorship prior to the Effective Date, including but not limited to, the software code, inventions, trade secrets, trademarks and trademark applications designs, products, processes and works of authorship listed in Schedules A-C attached hereto (the "Inventions and Works") (which do not include the Excluded Assets, as defined in the Reorganization Plan, and any intellectual property rights appurtenant thereto);

WHEREAS, Assignor owns certain rights, title and interest to the Invention and Works and patent rights, trade secret rights, trademarks, copyrights, design rights and other rights throughout the world appurtenant or related thereto, including certain rights to recover for past infringement of such rights;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Inventions and Works, pursuant to the Reorganization Plan; and

WHEREAS, Assignor retains a license to use the SCO and SCO and design trademarks and the UNIX, UnixWare and SCO OpenServer technology as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee accepts, all of Assignor's right, title, and interest throughout the world in and to the Inventions and Works, including, but not limited to, any of the following appurtenant or related to the Inventions and Works: (i) all patents and patent applications and any and all patents that are or may be granted therefrom whether in the United States or any other country, including, without limitation, any extensions, continuations, continuations-in-part, divisions, reissues, reexaminations, and renewals thereof, or other equivalents thereof; (ii) all copyrights and all necessary and appropriate renewals and extensions thereof (iii) all trademarks, service marks, trade names, domain names, logos, trade dress, get up and product aesthetic features, including,

without limitation, all registrations, applications for registration and common law rights thereto and all goodwill associated therewith; (iv) all design rights, whether registered, unregistered, patented, patentable or otherwise; (v) all trade secret rights and rights to enforce confidentiality or similar obligations in relation to the Inventions and Works; (vi) any and all other forms of intellectual property or proprietary right recognized anywhere in the world; and (vii) all rights and privileges pertaining to (i) through (vi), including without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof ((i) through (vii) hereinafter collectively referred to as the "Rights"). Notwithstanding the foregoing, Assignor retains a perpetual, non-transferable, non-sublicensable, royalty free, license back to use the SCO and SCO and design trademarks without attribution to Caldera, to the extent that Assignor enjoyed such rights prior to entering into the Reorganization Plan; and Assignor retains i) a perpetual, non-transferable, non-sublicensable, royalty free license back of the UNIX, UnixWare and SCO Open Server source code for Assignor's internal business use only, and ii) a perpetual, non-transferable, non-sublicensable, royalty free license to any future enhancements (meaning bug fixes, patches and any minor modifications) for a period of five years, for Assignor's internal business use only.

2. Protection. Assignor further hereby assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents, copyright, trademark or design registrations or other forms of protection for the Inventions and Works and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention that may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

3. Authorization to Record. Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for patent, copyright, trademark or design or other protection for the Inventions and Works and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention that may henceforth be substituted for it.

4. Delivery. Assignor agrees to deliver promptly to Assignee all the tangible examples reasonably requested by Assignee in Assignor's possession and all prototypes of the Inventions and Works held by Assignor as of the Effective Date.

5. Further Assurances. Assignor further agrees that Assignor will: (a) cooperate with Assignee's reasonable requests in the prosecution of patent, copyright, trademark or design applications on the Inventions and Works; (b) execute, verify, acknowledge and deliver all such reasonably required further papers, including applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully and reasonably may request to obtain, maintain, defend or enforce Rights for the Inventions and Works any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns. In the event that Assignee is unable to secure Assignor's signature to any document it is reasonably entitled to hereunder, after making a reasonable effort to secure such signatures, Assignor hereby irrevocably designates and

appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

6. Moral Rights. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Assignee hereby waives such Moral Rights. Assignee shall confirm any such waivers and consents from time to time as requested by the Assignor.

7. Confidentiality. Assignor hereby acknowledges and agrees that as of the Effective Date of this Assignment, the Inventions and Works, the Rights related or appurtenant thereto, and fact and terms and conditions of this Agreement are confidential and proprietary information of Assignee and Assignor may not use or disclose such information to any third party upon or after the Effective Date.

8. Representations and Warranties. Assignor hereby represents and warrants to Assignee the following:

(i) Assignor has the full power, authority and all rights necessary to transfer and assign Assignor's Rights in the Inventions and Works to Assignee and to carry out the terms and provisions of this Agreement;

(ii) Assignor's Rights in the Inventions and Works has not heretofore been pledged, hypothecated or otherwise encumbered and is, in all respects, free and clear of all encumbrances including, without limitation, interests, claims, options, prior assignments, licenses, leases, liens, charges or any other restrictions of any nature whatsoever; except for a security interest in all of the assets of Assignor, including the Inventions and Works, by The Canopy Group, filed with the California Secretary of State on January 12, 2001; and except for the pending opposition action against the UnixWare trademark in the EU.

(iii) By making this assignment Assignor will not breach any obligation to any third party under contract or otherwise;

(iv) The Inventions and Works do not infringe the Rights of any third party;

(v) Assignor has no knowledge of any fact that would prevent Assignee's registration of any Rights related or appurtenant to the Inventions and Works or recording the transfer of Rights hereunder (except that Assignor may not be able to establish a chain of title from Novell Inc. but shall diligently endeavor to do so as soon as possible); and

(vi) Assignor will not in the future register the Inventions and Works or any of the Rights related or appurtenant to the Inventions and Works.

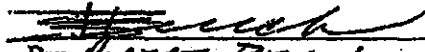
Assignor agrees to defend and indemnify Assignee from and against any liabilities, claims, actions, demands or damages including, without limitation, reasonable attorneys' fees and costs arising from any breach of any of the foregoing warranties.

9. Miscellaneous. The waiver by either party of any breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Any party to this Agreement that takes steps to enforce the terms of this Agreement shall be entitled to reimbursement of any costs and expenses (including reasonable attorneys' fees) in the event of any such action. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States America without regard to conflicts of laws provisions thereof. The parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, if any, relating to the subject matter of this Agreement. This Agreement shall be binding on the parties' respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNEE:

CALDERA INTERNATIONAL, INC., a Delaware corporation


By: ROBERT BENCOT
Its: VP CFO

ASSIGNOR:

THE SANTA CRUZ OPERATION INC., a California corporation

By: _____
Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

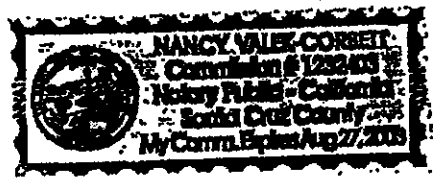
On April 30, 2001 before me, Nancy Valek-Corbett, Notary Public

Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Randall Bresee

Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Nancy Valek-Corbett
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Intellectual Property Assignment - ^{SCO} claim

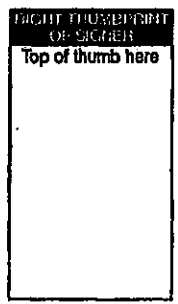
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

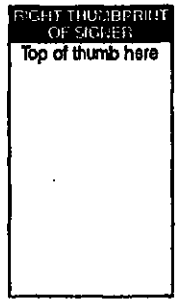
- Individual
- Corporate Officer
Title(s): CFO
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.


ASSIGNEE:

CALDERA INTERNATIONAL, INC., a Delaware corporation

By: _____
Its: _____

ASSIGNOR:

THE SANTA CRUZ OPERATION INC., a California corporation

By:  _____
Its: CFO _____

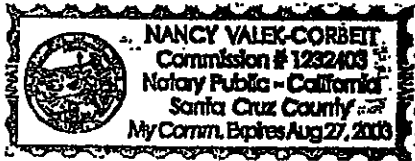
STATE OF California)
COUNTY OF Santa Cruz)

ss.

On this 30th day of April, in the year 2001, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Randall Presee, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Chief Financial Officer, on behalf of The Santa Cruz Operator, Inc. and acknowledged to me that Randall Presee executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



[Signature]
Notary Public in and for the aforesaid
County and State

SCHEDULE A
ASSIGNED PATENT APPLICATION

Patent Application:

U.S. Utility Patent Application entitled "Method and Apparatus for Executing Java Applications on a Single Java Virtual Machine," Application No. 09/464,352; Filed December 15, 1999.

SCHEDULE B
ASSIGNED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Trademark	Registration Date	Registration No.	Status/Class
Argentina	SCO	09/30/93	1472693	Registered/9
	SCO	06/30/94	1530433	Registered/42
	Open Desktop	(Applied for, filing date: 7/14/89, Application no. 1696846)	(Applied for)	Abandoned/9
Australia	Open Desktop	7/13/89	A514837	Abandoned/9 1996
	ODT	(Applied for, filing date: 7/22/91, Application no. 560086)	(Applied for)	Pending/9
	SCO	09/05/01	563113	Registered/42
	SCO	09/05/91	563112	Registered/9
	SCO and Design (Stylized Tree)	02/15/96	702508	Registered/9
	UNIXWARE	07/01/94	633864	Registered/9
Austria	Open Desktop	4/30/90	130350	Registered/9, 16, 36, 42 Do not renew instructions 1/5/2000
	SCO	01/22/92	139950	Registered/9, 16, 36, 41, 42
Bangladesh	Open Desktop	09/30/91	33556	Registered/9 Renewal date 9/30/1998
	Open	09/30/91	33557	Registered/16

	Desktop			Renewal date 9/30/1998
	SCO	01/13/00	33554	Registered/9
	SCO	09/30/91	33557	Registered/16
	UNIXWARE	(Applied for, filing date: 9/17/94, Application no. 41673)	(Applied for)	(Applied for)
	UNIXWARE	(Applied for, filing date: 9/17/94, Application no. 41672)	(Applied for)	(Applied for)
Benelux	Open Desktop	07/17/89	467837	Registered, 9, 16, 42 Do not renew instructions 3/23/99
	SCO	02/08/90	472347	Registered/9, 16, 41, 42
	SCO and Design (Stylized Tree)	02/14/86	587243	Registered/9, 16, 41
Bolivia	Open Desktop	10/02/90	50510C	Registered/9 Renewal Date 10/2/00
Brazil	Open Desktop	(Applied for, filing date: 7/24/89, Application No. 814975062)	(Applied for)	Abandoned/9 1996
	SCO and Design (Stylized Tree)	03/30/99	819433667	Registered/9, 40
	SCO	03/22/94	816968500	Registered/9
	SCO	04/05/94	816966133	Registered/40

Canada	Open Desktop	07/19/91	386744	Registered Renewal date 07/19/06
	Open Desktop And Design	(Applied for, filing date: 4/4/89, Application No. 623809)	(Applied for)	Abandoned/1995
	SCO and Design (Stylized Tree)	02/29/96	475,359	Registered
	SCO	04/23/96	411425	Registered
	SCO and Design	12/17/93	420940	Registered
Chile	Open Desktop	02/26/92	382125	Registered/41, 42 Renewal date 02/26/02
	Open Desktop	12/10/93	418111	Registered/9, 16 Renewal date 12/10/03
	SCO	5/17/89 (renewed 3/23/99)	342750	Registered/42
	SCO	03/10/92	383070	Registered/4, 42
China	Open Desktop	(Applied for, filing date: 9/17/92)	(Applied for)	Inactive/16
	Open Desktop	(Applied for, filing date 9/17/92)	(Applied for)	Inactive/9
	Design (Stylized Tree)	07/28/97	1065879	Registered/9
	UNIXWARE	08/07/96	860857	Registered/9
Columbia	Open Desktop	06/09/93	141336	Registered/9 Renewal date

				06/09/03
Costa Rica	Open Desktop	12/21/90	74001	Registered/9 Renewal Date 12/21/00
Denmark	Open Desktop	08/27/93	VR060871993	Registered/9 Renewal Date 08/27/03 To be abandoned
	UNIXWARE	06/24/94	41.125.1994	Registered/9
	SCO	10/30/92	VR100061992	Registered/9, 16, 41, 42
Ecuador	Open Desktop	06/20/90	310090	Registered/9 Renewal Date 06/20/05
El Salvador	Open Desktop	(Applied for, Application No. E163489)	(Applied for)	Abandoned/9 1996
	Open Desktop	(Applied for, Application No. E163589)	(Applied for)	Abandoned/16 1996
European Community	SCO and Design (Stylized Tree)	9/11/98	183129	Registered/9, 16, 42
	UNIXWARE	(Applied for, filing date: 4/1/96; Application no. 183103)	N/A	Opposed/9, 16, 41
Federal Republic of Germany	UNIXWARE	5/12/93	203107	Registered/9, 16, 37, 38, 42
	UNIXWARE (stacked)	06/17/93	2038592	Registered/9, 16, 37, 38, 42
	UNIXWARE	04/29/93	2035231	Registered/9, 16, 37, 38, 42
Finland	Open Desktop	01/20/95	135997	Registered/9, 16, 42 Renewal date 1/20/05

	Open Desktop	(Applied for, filing date: 7/13/89, Application No. 353789)	(Applied for)	Abandoned/9 1996
	SCO	12/21/92	123767	Registered/9, 16, 42
France	Open Desktop	07/27/89	1543525	Registered/9, 16, 42 Do not renew instructions 3/23/99
	SCO	09/09/91	1692453	Registered/9, 16, 41, 42
	SCO	03/13/87	1398504	Registered/9, 42
Germany	Open Desktop	03/23/94	1189990	Registered/9, 16, 35, 42 Do not renew instructions 08/04/00
	SCO	03/01/90	1186634	Registered/9, 16, 41, 42
Greece	Open Desktop	07/12/89	94650	Registered/9, 16 Renewal date 07/12/99
Guatemala	Open Desktop	10/24/90	63279	Registered/9 Renewal date 10/24/00
Hong Kong	SCO and Design (Stylized Tree)	02/24/96	5080/97	Registered/9
	SCO	09/11/91	1108/94	Registered/9
	SCO	09/11/91	879/93	Registered/16
Indonesia	Open Desktop	03/23/92	273226	Registered/9, 16 Renewal date 03/23/02
	UNIXWARE	08/28/95	360559	Registered/9

	SCO	1/24/95	327021	Registered/9
	SCO	(Applied for, filing date: 9/30/93, Application no. HC010114085A)	333456	(Applied for)
International Bureau	SCO	07/15/87	516330	Registered/9, 42
Ireland	Open Desktop	05/31/93	140756	Abandoned/9 1/23/96
	SCO	09/05/91	146285	Registered/9
Israel	Open Desktop	(Applied for, filing date 9/16/91, Application no. 80953)	(Applied for)	Abandoned/9 12/23/96
	Open Desktop	(Applied for, filing date 10/12/94, Application no. 95553)	(Applied for)	Abandoned/9 12/23/96
Italy	Open Desktop	01/29/92	558705	Registered/9, 16, 36, 42 Renewal date 7/26/99
	UNIXWARE	12/02/93	678741	Registered/9
	SCO	03/02/94	615327	Registered/9, 16, 41, 42
Japan	Open Desktop	05/31/93	2538133	Registered/11 Renewal date 05/31/03
	Open Desktop	05/21/93	2538133	Registered/11 Renewal date 05/31/03 Do not renew instructions 3/23/99
	ODT	2/28/95	2704134	Registered/11 Renewal Date 2/28/05
	Open	(Applied for, filing	(Applied for)	Abandoned/11

	Desktop in Katakana	date 12/12/90, Application no. HEI2138270)		
	SCO and Design (Stylized Tree)	10/09/98	4197569	Registered/9
	UNIXWARE	03/21/99	4,273,396	Registered
	SCO	6/27/97	3325688	Registered/42
	SCO	02/24/93	2610962	Registered/11
Korea (North)	Open Desktop	02/22/91	210102	Registered/39 Renewal date: 02/22/01 Do not renew instructions 1/23/96
Korea (South)	SCO and Design (Stylized Tree)	11/01/97	380641	Registered/9
Malaysia	Open Desktop	(Applied for, filing date 7/26/89, Application No. 8904470)	(Applied for)	Abandoned/9 1/23/96
Mexico	ODT	3/14/91	433850	Registered/9 Renewal Date 3/14/01
	Open Desktop	07/25/94	382323	Registered/ 1,6,8,9,11, 12,14,16 Renewal date 07/25/04
	SCO and Design (Stylized Tree)	(Applied for, filing date 02/20/96, Application no. 254919)	(Applied for)	Filed/9
	UNIXWARE	(Applied for, filing date: 12/10/93, Application no.	(Applied for)	Filed/9

		185653)		
	SCO	3/14/91 renewal filed on 10/2/2000)	399947	Registered/9
	SCO	10/15/91 (renewal filed on 11/22/2000)	400984	Registered/42
	SCO	03/14/91 (renewal field on 10/2/2000)	399948	Registered/16
New Zealand	Open Desktop	(Applied for, filing date: 7/10/89, Application no. 194555)	(Applied for)	Abandoned/9 1/23/96
	SCO	02/09/96	A212704	Registered/9
	UNIXWARE	08/02/94	239501	Registered/9
Norway	Open Desktop	10/31/91	147391	Registered/9, 16, 42 Renewal date 10/31/01 To be abandoned
	SCO	01/14/93	154571	Registered/9, 16, 42
	UNIXWARE	11/02/95	169 934	Registered/9
Pakistan	Open Desktop	(Applied for, filing date 12/4/91, Application no. 113420)	(Applied for)	Abandoned/9 1/23/96
	SCO	11/29/99	113421	Registered/9
	SCO	(Application filed, filing date: 12/04/91, Application No. 113422)	(Application filed)	(Pending – published on 2/28/97)
Paraguay	Open Desktop	12/18/89	137959	Registered/9 Renewal date 12/18/99
Peru	Open Desktop	(Applied for, filing date 8/4/89,	(Applied for)	Rejected

		Application no. 157636)		
Portugal	Open Desktop	12/10/92	257352	Registered/9 Renewal Date 12/10/02
	SCO	08/17/93	278165	Registered/9
	SCO	09/20/93	278743	Registered/42
Russia	Open Desktop	10/16/92	40861-	Registered/9 Renewal Date 10/09/01
	SCO	10/09/91	109157	Registered/9
Singapore	Open Desktop	3/16/89	A453989	Abandoned/9 1/23/96
	ODT	(Applied for, filing date 2/28/91, Application no. 128891)	(Applied for)	Abandoned/9
	SCO	02/28/91 (renewed 2/28/98)	128991	Registered/9
	SCO	(Application filed on 2/28/91, Application No. 129091)	(Applied for)	(Pending/16
	SCO	03/01/91	218291	Registered/42
South Africa	Open Desktop	08/02/89	B896925	Registered/9 Renewal Date 08/02/99 Not renewed
Spain	Open Desktop	(Applied for, filing date 7/27/89, Application no. 1514081)	(Applied for)	Abandoned/9 1/23/96
	UNIXWARE	12/05/95	1737324	Registered/9
	SCO	02/20/90 (application renewed until	1550163	Registered/9

		2/20/2010)		
	SCO	06/03/93	1667248	Registered/42
Sri Lanka	Open Desktop	11/08/91	62566	Registered/9 Renewal Date 11/08/01
	SCO	05/23/95	62568	Registered/9
	SCO	11/08/91	62569	Registered/42
Sweden	Open Desktop	07/23/93	250260	Registered/9, 16, 42 Renewal Date 07/23/03
	UNIXWARE	04/29/94	257804	Registered/9
	SCO	05/14/93	249102	Registered/9, 41, 42
Switzerland	Open Desktop	07/11/89	374836	Registered/9, 6 Renewal Date 7/11/09
	SCO	09/05/91	392642	Registered/9, 16
Taiwan	Open Desktop	09/16/90	498741	Registered/72 Renewal Date 09/15/00
	ODT	10/16/91	538693	Registered/49 Renewal Date 9/15/00
	ODT	11/16/91	542354	Registered/72 Renewal Date 11/15/01
	SCO and Design (Stylized Tree)	03/16/97	753030	Registered/9
	SCO	01/16/92 renewal filed 7/7/99	548772	Registered/72
	SCO	10/16/91 renewal	538736	Registered/49

		filed 7/7/99		
Thailand	Open Desktop	03/17/92	KOR272	Registered/9 Renewal Date 03/17/02
	SCO	06/30/93	KOR3310	Registered/9
	SCO	06/30/93	KOR3321	Registered/16
Turkey	Open Desktop	07/18/89	113450	Registered/9, 16 Renewal Date 07/18/99 Not Renewed
United Kingdom	Open Desktop	(Applied for, filing date: 1/27/89, Application no. 1390250)	1/27/89	Abandoned/9 1/23/96
	Open Desktop	03/09/91	B1457899	Registered/9 Renewal Date 03/09/98 Do not renew instructions 1/4/95
	UNIXWARE	09/22/93	1,548,436	Registered/9
	SCO	09/17/91 (renewed through 9/17/2008)	1477302	Registered/9
	SCO	9/17/91 (renewed through 9/17/2008)	1477303	Registered/42
United States	Open Desktop	2/6/90	1581180	Abandoned/9 1/23/96
	Open Desktop	03/20/90	1587521	Registered/9 Renewal Date 03/20/90 Do not renew instructions 1/4/95
	UNIXWARE	07/19/94	1,845,474	Registered/9
	UNIXWARE	07/27/99	2,241,666	Registered/9
	SCO and	05/27/97	2,064,732	Registered/9

	Design (Stylized Tree) SCO	01/23/90 (request for renewal sent 1/4/00)	1578766	Registered/9, 16, 41, 42
Uruguay	Open Desktop	04/03/92	231681	Registered/9, 16, 42 Renewal Date 04/03/02
Venezuela	Open Desktop	(Applied for, filing date 8/7/89, Application no. 011681)	(Applied for)	Abandoned/50 1/23/96

SCHEDULE C
ASSIGNED COPYRIGHTS AND TECHNOLOGY

Copyrights

A. Source Code Products:

UnixWare 7 Source Code product family as described in SCO's UnixWare 7 Licensing Schedules.

UnixWare 2 product family as described in SCO's UnixWare 2 Licensing Schedules.

UnixWare 1.1 as described in the UnixWare 1.1 Licensing Schedule.

UNIX SVR4.2MP as described in the UNIX SVR4.2MP Licensing Schedule and those products listed as "prior" products on such schedule.

UNIX SVR4.2 as described in the UNIX SVR4.2 Licensing Schedule and those products listed as "prior" products on such schedule.

UNIX SVR4.1 ES as described in the UNIX SVR4.1 ES Licensing Schedule and those products listed as "prior" products on such schedule.

UNIX SVR4.0MP as described in the UNIX SVR4.0 MP Licensing Schedule and those products listed as "prior" products on such schedule.

Auxiliary SVRx Products as set forth in Schedule 1 attached hereto.

B. Binary Products:

UnixWare 7 product family as described in SCO's price list attached hereto.

UnixWare 7 NonStop Clusters as described in SCO's price list attached hereto.

UnixWare 2 product family as described in SCO's price list attached hereto.

UnixWare 1.1 product family, including UnixWare 1.1.x update releases.

C. Products Under Development:

UnixWare 7.1.1 Media Kit Refresh ("Binary Roll-up").

UnixWare 7.1.1 Feature Supplements for UDI, UODK, and DCAP UnixWare 7.1.2 Maintenance Release.

UnixWare 7.2 Upgrade Release - Code Named Aries.

Linux Personality for UnixWare7 - Code Named LKC.

UnixWare 7 NonStop Clusters Release 7.1.1C.

Other Technology

UnixWare system/HBA/etc. Test/Certification Suites

UnixWare "OS Branding" Test Suites

UnixWare "OS Compatible" Requirements

Gaede Performance Test Suite

ARTUS, Bart, Buster International UNIX Test Suite and test harnesses

Requirements, Design, and Test Specifications for UnixWare 2

Technical Support Update Manager

Marketing collateral/information in electronic form

ODI transmogification software

Perk up technology

OpenServer Products: all software, development tools, compilers, libraries, driver kits, utilities, and the operating system software and other products in whole or in part based on or developed from or for the AT&T Unix System V version 3.2 kernel and any successor to that kernel, including the kernel, the code base, the application program interfaces, the application binary interfaces, derivative works thereof, and those products offered under the names or marks "Appliance Server", SCO Admin, SCO OpenServer Enterprise System, SCO OpenServer Host System, SCO OpenServer Internet FastStart System, or SCO OpenServer Desktop System, SCO Virtual Disk Manager, SCO Doctor, SCO ARCserve/Open, SCO Merge, SCO OpenServer SMP™ Licenses, SCO PPP from Morning Star, SCO Internet Security Package, SCO Internet to NetWare Gateway, and Interscan VirusWall, and all successors; upgrades, enhancements, releases, new versions, and updates to any of the above that have been developed or acquired by the Contributing Companies as of the Effective Time, as defined in the Reorganization Plan.

D. Auxiliary SVRx Products

Open Network Computing+

386 Implementation of UNIX System V Release 4 Multi-National Language Supplement

386 Implementation of UNIX System5 Release 4 Multi-National Language Supplement

3B2 Implementation of UNIX System5 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 5 386/486

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 Libraries 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 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 Users and Administrators 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 Rel 1.0
Japanese Application Environment Release 2.0
Japanese Application Environment Release 2.0
Japanese Application Environment Release 2.1
Japanese Application 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 4.1 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 Documentation Reproduction Provision
UNIX System V Release 3.2 for Intel 386 Multi-National Language Supplement
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 Documentation Reproduction Provision
UNIX System V Release 4.0 3B2 Documentation Reproduction Provision
UNIX System V Release 4.0 i860 Documentation 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

[SEE TAB NUMBER 6 EXHIBIT C]

EXHIBIT 18

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Attorneys for Plaintiff, The SCO Group, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

THE SCO GROUP, INC.,
a Delaware corporation,

Plaintiff/Counterclaim-Defendant,

vs.

NOVELL, INC.,
a Delaware corporation,

Defendant/Counterclaim-Plaintiff.

DECLARATION OF RALPH YARRO

Civil No.: 2:04CV00139

Judge Dale A. Kimball
Magistrate Brooke C. Wells

I, Ralph Yarro, declare as follows:

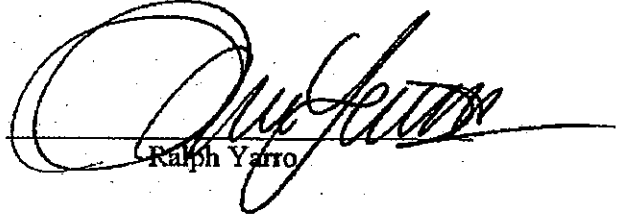
1. I submit this Declaration in connection with The SCO Group, Inc. v. Novell, Inc., Case No. 2:04CV00139DAK (D. Utah). I have previously signed a Declaration in connection with this lawsuit. I provide my employment and shareholder status in that Declaration. I make this declaration based upon personal knowledge.

2. I met with Chris Stone, an executive at Novell, early in 2003 to update Chris on The Canopy Group's portfolio and consider potential business opportunities between our two companies. We had met several times prior to explore similar opportunities. On this occasion SCO was of interest to Chris, and he ask me several questions about SCO and the lawsuit. I recommended that he refer his question to Darl McBride, who I felt would more appropriately answer his questions. Chris informed me that Darl McBride had been trying to set up a meeting with him, and I encouraged him to do so. I was later informed that Chris had scheduled a meeting at SCO with Darl.

3. I never told Mr. Stone (contrary to what I understand Mr. Stone claims) that I "would like for Novell to make changes to the agreements to give them the copyrights" or any words to that effect. It was not my view at the time of my conversations with Mr. Stone that SCO needed in any way for Novell to transfer the copyrights at issue. Instead, it was my understanding as Chairman of the Board that The SCO Group had acquired all of the Unix copyrights when it purchased the two Unix divisions from the The Santa Cruz Operation, Inc. in 2001.

4. I declare under penalty of perjury that the foregoing is true and correct.

May 17, 2007



Ralph Yarro

EXHIBIT 19

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH

THE SCO GROUP, INC.,

Plaintiff and
Counterclaim Defendant,

vs.

C.A. No. 2:04CV00139

NOVELL, INC.,

Defendant and
Counterclaim Plaintiff.

_____ /

Deposition of
DOUGLAS MICHELS
March 28, 2007

Reported by
Katherine E. Lauster
CSR 1894

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1 answers. This reporter here will take down everything,
 2 and as you know, you're being videotaped.
 3 It's important that we try not to talk over
 4 each other, so that the reporter can take down what each
 5 of us says. It's also important that we keep our
 6 conversation verbal, as opposed to nods of the head or
 7 shrugs of the shoulder, so that she can take down
 8 everything. Do you understand?
 9 A. Yes, I do.
 10 Q. Now, my purpose here today isn't to try to
 11 trick you or trip you up. So if there's ever anything I
 12 say that you don't understand, please just let me know,
 13 and I'll try and rephrase the question or clarify my
 14 question. Do you understand?
 15 A. Sure.
 16 Q. The next thing, I'm going to use the term
 17 "SCO" today to refer both to the entity that's the
 18 plaintiff in this action, and to the corporate entities
 19 that it claims as its predecessors. If there's ever a
 20 point where you feel that you need to clarify that an
 21 answer applies only to one particular entity, or that my
 22 question doesn't make sense in light of the different
 23 corporate entities, just let me know.
 24 A. Okay.
 25 Q. Now, from time to time, I expect Mr. Normand

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1 will make objections to my questions. Unless he
 2 specifically instructs you not to answer, you can go
 3 ahead and answer my question.
 4 If you find his objection or any conversation
 5 that he and I have had distracting, let me know, and I
 6 can have the question repeated to you or I can restate
 7 it myself. Do you understand that?
 8 A. I do.
 9 Q. All right. At the end of all this you will be
 10 given a written transcript to review. You'll have the
 11 opportunity to make corrections to the transcript, but
 12 I'll know you made those corrections and I'll be able to
 13 comment on them, so it's important that you give as
 14 accurate and complete testimony as you can today. Do
 15 you understand?
 16 A. I do.
 17 Q. Are you taking any medica- -- medication that
 18 might impair your ability to give truthful, accurate
 19 testimony today?
 20 A. No.
 21 Q. Do you have any medical condition that might
 22 impair your ability to give truthful and accurate
 23 testimony today?
 24 A. Nope.
 25 Q. What was your position at the time of the

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1 execution of the Asset Purchase Agreement in September
 2 of '95 at SCO?
 3 A. You know, dates aren't my favorite thing, but
 4 as best that I can determine, I was probably CTO at that
 5 point, Executive Vice-President and then CTO.
 6 Q. Are there other possibilities, or are you
 7 sure --
 8 A. I was there for 20 years, and I had half a
 9 dozen titles, and it never really changed my job much,
 10 so I never really worried about what my title was.
 11 So --
 12 Q. I saw in your declaration that by April '98
 13 you were SCO's President and CEO. Did you have
 14 different positions between being CTO in September '95
 15 and those positions in April of 1998?
 16 MR. NORMAND: Objection. Form.
 17 THE WITNESS: I don't think so. I mean, I was
 18 generally -- well, in that period I was generally
 19 Executive Vice-President and CTO, or CEO, but -- I mean,
 20 I was part of the -- part of the, you know, executive
 21 team running the company. Exact titles didn't -- didn't
 22 make much difference, other than CEO. That's a little
 23 different.
 24 BY MR. MELAUGH:
 25 Q. Now, in terms of the negotiations that led to

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1 the Asset Purchase Agreement in September '95, is it
 2 fair to say that you participated in those negotiations
 3 only at sort of high level, as an executive?
 4 MR. NORMAND: Objection. Form.
 5 THE WITNESS: I don't know what that would
 6 mean.
 7 BY MR. MELAUGH:
 8 Q. Well, how would you characterize your
 9 participation in the Asset Purchase Agreement
 10 negotiations?
 11 A. Well, I was very involved in the initiation of
 12 it, and I was very involved in the strategy behind it,
 13 and I was very involved in the high level structure of
 14 the agreement, and I was involved in supervising pretty
 15 directly the people who were negotiating the details of
 16 the agreement.
 17 Q. When you say you were involved in the
 18 initiation of the agreement, can you tell me what you
 19 mean by that?
 20 A. Well, unfortunately this is a very long time
 21 ago, and -- and I'm really bad at dates, and I know
 22 that. You know, trying to -- trying to get, you know,
 23 remote facts in exactly the right order.
 24 But, you know, the discussion of essentially
 25 acquiring UNIX had been going on for ten years. Before

<p style="text-align: right;">Page 98</p> <p>1 sent it to one or two people, and none of them had 2 any -- they all said it looks exactly right. I mean, 3 just -- I just wanted to make sure I hadn't missed any 4 obvious dates, or anything, you know, because I don't 5 trust my memory about dates. There were no comments 6 that were -- resulted in any changes. 7 Q. You had a -- what I would describe as a fairly 8 long discussion with Mr. Melaugh this morning regarding 9 source code rights originating with OEMs versus binary 10 royalty streams and -- and source code rights that did 11 not originate with OEMs. Do you recall, generally, 12 those questions and answers? 13 A. Oh, yes. 14 Q. Did you have a view at the time of the APA as 15 to whether Novell was entitled to keep source code fees 16 that were paid to Novell or Santa Cruz based on the 17 licensing of additional CPUs? 18 A. Um -- 19 Q. Does your recollection -- 20 A. Well, I'm -- 21 Q. -- go into that specifically? 22 A. Well, very specifically, Novell didn't have 23 the right to collect anything from anyone. I mean, all 24 collection had to be by us. So, you know, it was very 25 clear. We were the interface to all customers and</p>	<p style="text-align: right;">Page 100</p> <p>1 A -- 2 A. Yes. 3 Q. -- which says: 4 With respect to Schedule 1.1(b) of the 5 Agreement, titled "Excluded Assets", 6 Section V, Subsection A shall be revised 7 to read: 8 And let me stop there. 9 A. Right. 10 Q. Do you recall reviewing that schedule this 11 morning -- 12 A. Yes. 13 Q. -- with Mr. Melaugh? 14 And paragraph A of Amendment Number 2 goes on 15 to say that the Excluded Assets is revised to read, 16 quote: 17 All copyrights and trademarks, except 18 for the copyrights and trademarks owned 19 by Novell as of the date of the 20 Agreement required for SCO to exercise 21 its rights with respect to the 22 acquisition of UNIX and UnixWare 23 technologies, 24 and the language goes on. Do you see that language? 25 A. Yes.</p>
<p style="text-align: right;">Page 99</p> <p>1 all -- all billing. So there was never any intention 2 that Novell could bill anybody for anything or collect 3 any royalty from anyone. 4 So it -- to the extent your question is, did 5 they have the right to keep something, well, they would 6 have had to have a right to collect it before they could 7 keep it -- 8 Q. Okay. 9 A. -- which they didn't. 10 And as to, you know, specifically what -- you 11 know, I'll say my recollection is that the only economic 12 revenue stream they had an interest in was revenues 13 resulting from existing binary contracts, and if there 14 was any source that was -- source that was related 15 somehow, and embedded in those binary contracts. 16 And then, as I say, I just don't remember if 17 any such source existed, but these contracts were very 18 convoluted and had very strange provisions. So -- and 19 I'm not willing to say for sure that there isn't. 20 Q. I wanted to show you, Mr. Michels, what's been 21 previously marked as Exhibit 1009, which is entitled 22 "Amendment Number 2 to the Asset Purchase Agreement." 23 Do you recognize this document? 24 A. Looks like a document. 25 Q. Wanted to direct your attention to paragraph</p>	<p style="text-align: right;">Page 101</p> <p>1 Q. Do you have a view as to the copyrights that 2 Novell owned as of the date of the APA that were 3 required for SCO to exercise its rights with respect to 4 the acquisition of UNIX and the UnixWare technologies? 5 A. Well, it would have been all the copyrights 6 regarding the intellectual property we bought. 7 Q. And why do you say that? 8 A. Because we were buying all the intellectual 9 property. I mean, I think the only reason it's written 10 this way is because nobody was sure what all the 11 copyrights were. I mean, there were hundreds -- I mean, 12 you know, you're dealing with a business that had been 13 around a long time, created millions of things, and had 14 manuals and documents and source codes. I think this 15 was just a blanket statement saying, yeah, whatever -- 16 whatever is -- whatever is part of the business you get, 17 because -- 18 Q. Let me ask a very fundamental question that I 19 probably didn't capture clearly in my previous question. 20 Why, in your view, was it necessary or required for 21 Santa Cruz to have the copyrights in order to exercise 22 its rights with respect to UNIX and UnixWare 23 technologies? 24 MR. MELAUGH: Objection. Form. 25 THE WITNESS: I mean, in the software business</p>

26 (Pages 98 to 101)

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<p>1 the products are, you know, effectively, source code and 2 documentation and screens, all of which are governed by 3 copyrights. That's what -- that's what you own. That's 4 the intellectual property of a source code product. It 5 would be meaningless to own it if you didn't own the 6 copyrights. I mean, that's -- that's what you would 7 have to have.</p> <p>8 And there's no reason -- if you own it, 9 there's no reason for anybody else to have it, other 10 than, you know, this sort of residual thing we've talked 11 about.</p> <p>12 BY MR. NORMAND: 13 Q. Was it part of Santa Cruz's exercise of its 14 rights with respect to the UNIX and UnixWare 15 technologies to make copies of the UNIX and UnixWare 16 source code? 17 A. What do you mean? 18 Q. Do you know, from your experience at Santa 19 Cruz, whether, after the APA, Santa Cruz had occasion to 20 make copies and distribute versions of the UNIX and 21 UnixWare source code? 22 A. Of course we did. What business were we in? 23 Q. Do you have a view, from your experience at 24 Santa Cruz, as to whether, after the APA, Santa Cruz had 25 occasion to license the rights to use UNIX and UnixWare</p>	<p>1 Q. Did any attorney from Santa Cruz ever tell you 2 any such thing? 3 A. No. 4 Q. Did any executive or any employee of Santa 5 Cruz ever tell you any such thing? 6 A. Not that I can recall. I think I would have 7 laughed them out of my office. 8 THE REPORTER: Um -- 9 MR. TIBBITTS: Did you get that? 10 THE REPORTER: No. "I would have asked him 11 out of my office"? 12 THE WITNESS: Laughed them out of my office. 13 If I was in a good mood. 14 BY MR. NORMAND: 15 Q. Now, I had directed your attention earlier to 16 Exhibit 241, which was your declaration. Did you have 17 a -- ever have occasion to speak with counsel for IBM 18 about the prospect of a declaration? 19 A. I did not speak to them specifically about a 20 declaration. I did -- they asked me if I would come in 21 and -- and answer a few questions, and I -- and I did. 22 In fact, in this very -- in, I think, the room across 23 the hall, actually, but -- 24 Q. Can you recall whom you spoke with? 25 A. I -- no.</p>
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<p>1 to other companies? 2 A. Of course. 3 Q. Do you recall any discussion or negotiation 4 surrounding the language in paragraph A of Amendment 5 Number 2 at the time Amendment Number 2 was executed? 6 A. No. I mean, looking at these two documents 7 here and now, I mean, it's pretty clear this is 8 correcting an error in the previous document. 9 I mean, there -- there was no money that 10 changed hands for this. And if the previous document 11 was correct, then this would be a huge concession. You 12 would expect there would have been, you know, payment or 13 consideration of some form. 14 So you see something this massive being 15 granted in the cleanup amendment, you know, I can only 16 assume there must have been an error in the first 17 document. That's -- it doesn't make any sense. 18 Q. Was it ever your understanding when you were 19 at Santa Cruz that in order to acquire any UNIX or 20 UnixWare copyrights, Santa Cruz was obligated to go back 21 to Novell and make a case as to why Santa Cruz needed 22 the copyright? 23 A. Of course -- of course not. 24 Q. Did any attorney -- 25 A. We owned the business.</p>	<p>1 Q. What -- 2 A. I mean, if you give me some names, I might 3 remember, but -- 4 Q. David Marriott? 5 A. Could be. 6 Q. Christopher Kao? 7 A. No. Dave Marriott maybe. I don't know. They 8 called me up and said we have some questions -- 9 Q. Dave -- 10 A. -- and would you come in? 11 Q. Dave Saltarelli? 12 A. No. 13 Q. What came of those discussions, if anything? 14 A. Never heard from them again. 15 Q. Why do you think that is? Do you have a view? 16 MR. MELAUGH: Objection to form. 17 THE WITNESS: I -- I can only assume that what 18 I said they didn't find helpful. 19 BY MR. NORMAND: 20 Q. Can you recall what you talked about with the 21 counsel for IBM? 22 A. Nah, I mean, general -- general questions 23 about the -- the -- you know, the history of the 24 company, and the relationship and the sale to Caldera, 25 but I don't know specifically.</p>

27 (Pages 102 to 105)

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1 BY MR. MELAUGH:
 2 Q. So I understand, I think you answered a
 3 similar question from Mr. Normand, but I just want to
 4 understand your testimony on this point.
 5 Is it your opinion that -- just a moment.
 6 A. Take your time.
 7 Q. So turning to Amendment Number 2 here,
 8 Mr. Normand read you some text from this under paragraph
 9 A. I'll read it again, so we're all on the same page.
 10 It modifies the excluded assets to read:
 11 All copyrights and trademarks, except
 12 for the copyrights and trademarks owned
 13 by Novell as of the date of the
 14 Agreement required for SCO to exercise
 15 its rights with respect to the
 16 acquisition of UNIX and UnixWare
 17 technologies.
 18 What is your opinion as to the scope of that phrase,
 19 namely, "copyrights required for SCO to exercise its
 20 rights," and so on? What copyrights does that include?
 21 MR. NORMAND: Objection to form, and asked and
 22 answered.
 23 THE WITNESS: I mean, I believe the scope of
 24 the term here is all copyrights relating to the UNIX
 25 business -- source code, documentation, screens, you

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1 know, training materials, you know, that -- brochures,
 2 marketing literature -- every -- you know, there's
 3 millions of copyright things in a business.
 4 BY MR. MELAUGH:
 5 Q. Were there any copyrights held by Novell
 6 that -- that you believe were excluded from this -- from
 7 the scope of this phrase?
 8 A. Netware.
 9 Q. Aside from the Netware copyrights, are there
 10 any copyrights --
 11 A. All of the things not related to the UNIX
 12 business -- Netware, all Novell's other products that we
 13 weren't buying, all their documentation, marketing
 14 materials, training materials for their products. I
 15 mean, we were only buying the UNIX business.
 16 Q. Are there any copyrights that related in any
 17 way to UNIX or UnixWare that you believe are excluded
 18 from the scope of this phrase?
 19 MR. NORMAND: Objection to form.
 20 THE WITNESS: I -- I mean, the only copyrights
 21 would be, you know, like how to hook up your Netware
 22 server to Unix. I mean -- you know, I mean, I'm sure
 23 there were documents that were in the Netware pile that
 24 discussed Unix, but anything that's in the -- in the
 25 UNIX business would have been included.

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1 BY MR. MELAUGH:
 2 Q. Why are all those copyrights required for SCO
 3 to exercise its rights with respect to the acquisition?
 4 A. We took over --
 5 MR. NORMAND: Objection. Asked and answered.
 6 THE WITNESS: We took over the business. We
 7 were in the business of selling intellectual property.
 8 We were in the business of supporting the intellectual
 9 property. We were in the business of providing
 10 training. We were in the business of providing
 11 marketing materials. We couldn't do any of that without
 12 owning the copyrights.
 13 Q. Well, let's take SVRX licenses, for example.
 14 Was SCO, at the time, in the business of entering into
 15 new SVRX binary resource --
 16 A. Yes.
 17 Q. -- licenses?
 18 MR. NORMAND: Objection to form.
 19 BY MR. MELAUGH:
 20 Q. Both binary and resource licenses?
 21 A. Yes. If somebody wanted one, we were the
 22 place they would have got it. OpenServer was an SVRX
 23 license, and we were -- that was still our primary
 24 product. So we were still selling source and binary
 25 rights to OpenServer. It was all based on SVRX

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1 licenses.
 2 Q. But for SVRX binary licenses at least, SCO
 3 owed an obligation to Novell to turn over revenue from
 4 those licenses; isn't that right?
 5 MR. NORMAND: Objection to form.
 6 THE WITNESS: I'm sorry?
 7 BY MR. MELAUGH:
 8 Q. For binary SVRX licenses, SCO --
 9 A. That's an OpenServer.
 10 Q. I'm talking about SVRX.
 11 A. But OpenServer is SVRX.
 12 Q. For the SVRX -- what's -- then for the older
 13 versions of -- of UNIX, the ones that are, for example,
 14 listed -- for the older versions of -- of -- of SVRX?
 15 A. OpenServer is one of the oldest, but I'm not
 16 sure what distinction you're making.
 17 Q. Well, I'm trying to determine the scope of
 18 the -- of the licenses that SCO had to turn over revenue
 19 to Novell from. What is the scope of those licenses?
 20 MR. NORMAND: Objection to form. Asked and
 21 answered.
 22 THE WITNESS: Now, there was a specific list
 23 of revenue streams from specific customers that
 24 constituted the residual royalties, and there were many
 25 documents that went back and forth itemizing what