

## **EXHIBIT A**

**ASSET PURCHASE AGREEMENT**

**by and between**

**THE SCO GROUP, INC.**

**and**

**ME INC HOLDINGS, LLC**

**and**

**DARL MCBRIDE**

**April 20, 2010**

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#### **EXHIBITS**

Exhibit "A"	Intellectual Property Assignment
Exhibit "B"	Source Code License-Back Agreement
Exhibit "C"	Seller Source Code License Agreement
Exhibit "D"	Assignment and Assumption Agreement
Exhibit "E"	Purchase Price Allocation

#### **SCHEDULES**

Schedule 2.1(a)	Acquired Assets
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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of this 20th day of April, 2010 ("Effective Date") (collectively with the Exhibits and Schedules attached hereto, the "Agreement"), is made by and between The SCO Group, Inc., a Delaware corporation, by the Chapter 11 Trustee, Edward Cahn, (the "Seller"), and Me Inc Holdings, LLC, a Delaware limited liability company (the "Buyer") and, with respect to Section 6.2, Darl McBride, in his individual capacity ("McBride"). Each of Buyer and Seller is referred to herein individually as a "Party" and collectively as the "Parties".

### Background

A. Seller provides mobile productivity solutions and tools to allow mobile devices to access corporate data and conduct business anywhere, which meet certain security, availability and reliability requirements of enterprise mobile solutions and to provide the raw building blocks for IT organizations and Vertical Solution Providers to develop and deploy applications for their respective customer base (together with the entire business and operations of Seller relating thereto and the goodwill appurtenant to such business and assets, and the furnishing of services in connection therewith, the "Mobility Business").

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Acquired Assets (defined below) of Seller related to the Mobility Business, and Buyer desires to assume certain Obligations (as defined below) of Seller related to the Mobility Business, all on the terms and subject to the conditions set forth in this Agreement.

C. The Parties entered into an Asset Purchase Agreement dated February 25, 2010, which is hereby terminated and replaced in its entirety by the terms of this Agreement.

### Agreement

Intending to be legally bound, incorporating the foregoing, in consideration of the mutual covenants and agreements contained herein and subject to the satisfaction of the terms and conditions set forth herein, the Parties hereby agree as follows:

#### 1. Defined Terms.

Certain defined terms used in this Agreement and not specifically defined in context are defined in this Section 1 as follows:

1.1. "Acquired Assets" has the meaning specified in Section 2.1(a).

1.2. "Affiliate" means, with respect to a particular Party, any Person or entity controlling, controlled by or under common control with that Party, and any majority-owned entity of that Party and of its other Affiliates. For the purposes of the foregoing, control shall mean the ownership, directly or indirectly, of fifty percent (50%) of the voting stock or other equity interest.

1.3. "Agreement" has the meaning specified in the Preamble.

1.4. "Allocation Statement" has the meaning specified in Section 9.

1.5. "Assumed Contracts" means the Contracts set forth on Schedule 2.1(a) assumed by Seller and assigned to Buyer pursuant to an order of the Bankruptcy Court in conjunction with approval of this Agreement and pursuant to 11 U.S.C. § 365.

- 1.6. "Assumed Obligations" has the meaning specified in Section 2.2.
- 1.7. "Bankruptcy Code" means 11 U.S.C. sections 101 et seq.
- 1.8. "Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware where the Chapter 11 cases of Seller are pending, Case No. 07-11337(KG).
- 1.9. "Business Day" means any day, excluding Saturday, Sunday and any other day on which commercial banks in Wilmington, Delaware, are authorized or required by Law to close.
- 1.10. "Buyer" has the meaning specified in the Preamble.
- 1.11. "Closing" has the meaning specified in Section 7.1.
- 1.12. "Consent" means any consent, approval, order or authorization of, or any declaration, filing or registration with, or any application, notice or report to, or any waiver by, or any other action (whether similar or dissimilar to any of the foregoing) of, by or with, any Person which is necessary in order to take a specified action or actions in a specified manner and/or to achieve a specified result.
- 1.13. "Contract" means any contract, agreement, instrument, order, arrangement, commitment or understanding of any nature including sales orders, purchase orders, leases, subleases, data processing agreements, maintenance agreements, license agreements, sublicense agreements, loan agreements, promissory notes, security agreements, pledge agreements, deeds, mortgages, guaranties, indemnities, warranties, employment agreements, consulting agreements, sales representative agreements, joint venture agreements, buy-sell agreements, options or warrants.
- 1.14. "Contract Rights" means any right, power or remedy of any nature under any Contract including rights to receive property or services or otherwise derive benefits from the payment, satisfaction or performance of another party's Obligations, rights to demand that another party accept property or services or take any other actions, and rights to pursue or exercise remedies or options.
- 1.15. "Default" means (a) a breach, default or violation, (b) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a breach, default or violation or cause an Encumbrance to arise, or (c) with respect to any Contract, the occurrence of an event that with or without the passage of time or the giving of notice, or both, would give rise to a right of termination, cancellation, amendment, modification, renegotiation or acceleration or a right to receive damages or a payment of penalties or the loss of any benefit or right of indemnification.
- 1.16. "Disputes" has the meaning specified in Section 10.12.
- 1.17. "Effective Date" has the meaning specified in the Recitals.
- 1.18. "Encumbrance" means any interest, consensual or otherwise, in property securing a monetary obligation owed to, or a claim by, a Person other than the owners of the subject property, whether such interest is based on the common law, statute or Contract, or any lien, security interest, pledge, right of first refusal, mortgage, easement, covenant, restriction, reservation, conditional sale, prior assignment, or other encumbrance, claim, burden or charge of any nature.

1.19. "Entity" means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), firm, society or other enterprise, association, organization or entity.

1.20. "Excluded Assets" has the meaning specified in Section 2.1(b).

1.21. "Governmental Body" means any: (a) nation, principality, republic, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or Entity and any court or other tribunal); (d) multi-national organization or body; or (e) individual, Entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

1.22. "Intellectual Property Assignments" has the meaning specified in Section 7.2(a).

1.23. "Intellectual Property" means all patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), registered and unregistered trademarks, service marks, trade names, and copyrights, internet uniform resource locators, domain names, know-how, trade secrets, improvements, proprietary information, technology, original works of authorship (including computer software) and similar rights to any of the foregoing anywhere in the world, all applications for any of the foregoing, and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement thereof.

1.24. "Judgment" means any order, writ, injunction, citation, award, decree or other judgment of any nature of any Governmental Body.

1.25. "Law" means any provision of any foreign, federal, state or local law, statute, ordinance, charter, constitution, treaty, code, rule, regulation or guideline.

1.26. "Mobility Business" has the meaning specified in the Recitals.

1.27. "Non-Assignable Contract(s)" has the meaning specified in Section 2.1(a)(ii).

1.28. "Obligation" means any debt, liability or obligation of any nature, whether secured, unsecured, recourse, nonrecourse, liquidated, unliquidated, accrued, absolute, fixed, contingent, ascertained, unascertained, known, unknown or otherwise.

1.29. "Party(ies)" has the meaning specified in the Recitals.

1.30. "Person" means any individual, Entity or Governmental Body.

1.31. "Proceeding" means any demand, claim, suit, action, litigation, audit, investigation, arbitration, administrative hearing or other proceeding of any nature.

1.32. "Sale Order" means an order by the Bankruptcy Court that (a) approves the sale of all of the Acquired Assets to Buyer and the assumption and assignment of all Assumed Contracts free and clear of all Encumbrances pursuant to Sections 363(b) and 363(f) of the United States Bankruptcy Code; and (b) contains findings of fact and rulings that Buyer is a good

faith purchaser entitled to the protections of Section 363(m) of the United States Bankruptcy Code.

1.33. "Seller" has the meaning specified in the Preamble.

1.34. "Seller Parties" has the meaning specified in Section 6.2.

1.35. "Source Code License Agreement" has the meaning specified in Section 7.2(c).

1.36. "Source Code License-Back Agreement" has the meaning specified in Section 7.2(b).

1.37. "Tangible Property" means any furniture, fixtures, leasehold improvements, vehicles, office equipment, computer equipment, other equipment, inventories of raw materials and supplies, manufactured and purchased goods, parts, works-in-process and finished goods, machinery, tools, forms, supplies or other tangible personal property of any nature.

1.38. "Transaction Documents" means this Agreement and all other documents executed in connection herewith or therewith, including all Exhibits and Schedules hereto and thereto.

1.39. "Trustee" means Edward Cahn in his capacity solely as the Bankruptcy Court appointed Chapter 11 Trustee.

## 2. The Transaction.

### 2.1. Sale and Purchase of Acquired Assets.

(a) Pursuant to a Sale Order, and subject to the terms and conditions of this Agreement, upon execution of this Agreement, Seller shall sell, transfer, assign and convey to Buyer, free and clear of any and all Encumbrances, and Buyer shall assume and purchase, free and clear of any and all Encumbrances, all right, title and interest in and to the assets of Seller relating to the Mobility Business (excluding the Excluded Assets) set forth below (the "Acquired Assets"), and Seller shall assign to Buyer, and Buyer shall assume, the Assumed Obligations:

(i) All of the Seller's assets (tangible or intangible) set forth on **Schedule 2.1(a)** and all Intellectual Property and goodwill related thereto;

(ii) Seller's Contract Rights under the Assumed Contracts and all end user license agreements between Seller and customers relating to the Acquired Assets, excluding Contract Rights under (A) this Agreement and any other Contracts entered into by Seller with Buyer in connection with the transactions contemplated by this Agreement; and (B) all Contract Rights under any Assumed Contracts requiring a Consent that is not obtained on or before the Effective Date or is not otherwise assigned to Buyer pursuant to the Bankruptcy Court order approving this Agreement ("Non-Assignable Contract(s)"); *provided* that, once such Consent is obtained, the Contract Rights under such Assumed Contract shall be deemed, automatically and without further action by the Parties, to be included in the Acquired Assets as of the date such Consent is delivered to Buyer;

(iii) Seller's Source Code (as defined in the Source Code License Agreement), Object Code (as defined in the Source Code License Agreement) and all other computer media, sales, advertising, packaging and marketing materials, catalogues and manuals, billing records, correspondence, data (only to the extent that such data that contains personally identifiable information may be lawfully transferred) and files relating to the Acquired Assets



(only to the extent that any such materials or files exist), excluding (A) Seller's minute books, membership interest books and related organizational documents and (B) Seller's files, books and records relating to the Excluded Assets or to Seller's Obligations not included in the Assumed Obligations;

(iv) All licenses, permits, approvals, qualifications, consents and other authorizations of any Governmental Body necessary for the lawful ownership and operation of the Acquired Assets to the extent the Seller possesses such licenses, permits, approvals, qualifications, consents and other authorizations and the same are transferable and may be assumed and assigned);

(v) All rights and claims of Seller against any third parties, directly arising from or directly related to the Acquired Assets; and

(vi) The goodwill related to, or arising out of, the Mobility Business.

(b) Transfer and Preparation Costs. In accordance with Section 6.1, Buyer shall be responsible for all packaging, freight, services, insurance and other fees and expenses associated with the preparation and transfer of the Acquired Assets. Seller and Buyer shall cooperate with each other to the extent reasonably requested and legally permitted so as to minimize any sales taxes. All software included in the Acquired Assets shall, at Buyer's request, be delivered to Buyer by electronic means. Buyer shall take possession of the Acquired Assets no later than thirty (30) days after the Effective Date.

(c) Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1(a) or elsewhere in this Agreement, the following Assets of Seller (collectively, the "Excluded Assets") are not part of the transactions contemplated hereunder, are excluded from the Acquired Assets and shall remain the property of Seller after the Closing:

(i) any and all assets of Seller other than the Acquired Assets, including (a) United States Patent Number 6,931,544 and Seller's ownership, intellectual property and all other rights related thereto; (b) the patchck support tool and Seller's ownership, intellectual property and all other rights related thereto; and (c) claims in and to the UNIX systems, technology and assets, including UnixWare and OpenServer;

(ii) all rights of Seller under this Agreement and all agreements contemplated hereby; and

(iii) all of Seller's claims, causes of action and other legal rights and remedies (A) against Buyer with respect to the transactions contemplated by this Agreement and (B) relating to the Excluded Assets or to Seller's Obligations not included in the Assumed Obligations, including all rights and interests in all litigation claims pending or that may be asserted in the future, against IBM, Novell, Suse or others, and every claim of any nature whatsoever, known or unknown that has been or may be asserted against RedHat or others relating to or arising from all licensing, covenant not to sue rights or other claims relating to claims that Linux violates SCO Unix and UnixWare intellectual property, contract or other rights.

2.2. Assumed Obligations of Seller. Subject to the terms and conditions of this Agreement, Buyer shall, from and after the Effective Date, assume and agree to pay, discharge or perform, as appropriate, when due and without recourse to Seller, all of the Obligations of Seller

arising out of or related to the Assumed Contracts existing as of the Effective Date, but only to the extent such Obligations both (a) are incurred or required to be performed on or after the Effective Date in accordance with the terms of any such Assumed Contracts, and (b) do not arise from or relate to any material breach by Seller of any provision of any Assumed Contracts (collectively, the "Assumed Obligations"). The Assumed Obligations of Seller shall not include the Obligations of Seller (A) under this Agreement or any other Contracts entered into by Seller with Buyer in connection with the transactions contemplated by this Agreement or (B) associated with or related to the Excluded Assets.

2.3. No Other Obligations. Notwithstanding any other provisions of this Agreement, Buyer shall not acquire the Acquired Assets subject to, and Buyer shall not in any manner assume or be liable or responsible for, any Obligations of Seller other than the Assumed Obligations, and all Obligations of Seller other than the Assumed Obligations shall remain the sole responsibility of Seller.

2.4. Consent of Third Parties. Nothing in this Agreement shall be construed as an attempt by Seller to assign to Buyer pursuant to this Agreement any Non-Assignable Contract included in the Acquired Assets that is by its terms or by Law nonassignable without the consent of any other required party or parties, unless such consent or approval shall have been given or the Bankruptcy Court shall have authorized the assignment of such Contract.

3. Purchase Price. The purchase price to be paid by Buyer to Seller in consideration of the Acquired Assets and Assumed Obligations (the "Purchase Price") shall be an amount equal to One-Hundred Thousand Dollars (\$100,000). Seller acknowledges that Buyer has paid Five Thousand Dollars (\$5,000) pursuant to the Escrow Agreement between the Parties and Blank Rome LLP dated February 25, 2010. Buyer shall pay to Seller Ninety-Five Thousand Dollars (\$95,000) on the Effective Date, which amount shall be payable by wire transfer of immediately available funds to an account designated in writing by Seller.

4. Representations of Seller.

As a material inducement to Buyer to enter into this Agreement, knowing that Buyer is relying thereon, and to carry out the transactions contemplated hereunder, Seller represents and warrants to Buyer that, except as specifically referenced in this Agreement, which exceptions shall be deemed to be part of the representations and warranties as if stated herein:

4.1. Organization. Seller is a Delaware corporation, duly organized, validly existing and in good standing under the laws of Delaware. Subject to the Trustee's authorization, Seller possesses the corporate power and authority to own, lease and operate its assets, conduct its business as and where such business is presently conducted, and enter into this Agreement and the other Transaction Documents to which it is a party and to perform its Obligations hereunder and thereunder.

4.2. Enforceability. Subject to the entry of the Sale Order, this Agreement constitutes the valid and legally binding agreement of Seller, enforceable against Seller in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

4.3. Brokers and Finders. Seller and its officers and agents have incurred no Obligation for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement.

4.4. Disclaimer. THIS IS AN "AS IS, WHERE IS" SALE. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 4, NONE OF SELLER NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES OR THE TRUSTEE OR ITS AGENTS OR REPRESENTATIVES, MAKES OR HAS MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF SELLER, THE ACQUIRED ASSETS OR THE MOBILITY BUSINESS. SELLER DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING AS TO THE CONDITION, VALUE OR QUALITY OF THE ACQUIRED ASSETS OR THE MOBILITY BUSINESS, MERCHANTABILITY, USAGE, TITLE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN THIS SECTION 4, THE CONDITION OF THE MOBILITY BUSINESS AND THE ACQUIRED ASSETS SHALL BE "AS IS" AND "WHERE IS". IT IS UNDERSTOOD AND AGREED BY BUYER THAT SOME OF THE ACQUIRED ASSETS ARE NOT FULLY DEVELOPED OR FUNCTIONAL AND WILL REQUIRE SUBSTANTIAL WORK AND DEVELOPMENT TO BE FULLY FUNCTIONAL, IF EVER.

5. Representations and Warranties of Buyer.

Knowing that Seller is relying thereon, Buyer represents and warrants to Seller, as follows:

5.1. Organization. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer possesses the limited liability company power and authority to own, lease and operate its assets, conduct its business as and where such business is presently conducted, and enter into this Agreement and the other Transaction Documents to which it is a party and to perform its Obligations hereunder and thereunder.

5.2. Authorization; Compliance with Other Instruments and Laws; and Effect of Agreement and Other Transaction Documents. Buyer's execution, delivery and performance of this Agreement, and its consummation of the transactions contemplated by this Agreement, (a) have been duly authorized by all necessary actions by its authorizing body; (b) do not constitute a violation of or Default under its certificate of formation, operating agreement or other governing documents; (c) do not constitute a Default under any Contract to which Buyer is a party or by which Buyer is bound; and (d) do not constitute a violation of any Law or Judgment that is applicable to it or to its businesses or assets, or to the transactions contemplated by this Agreement. Assuming the due authorization, execution and delivery hereof by Seller, this Agreement constitutes the valid and legally binding agreement of Buyer, enforceable against Buyer in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

5.3. Availability of Funds. Buyer has sufficient funds on hand or available to it to permit Buyer to pay the Purchase Price in accordance with Section 3.

5.4. Brokers and Finders. Buyer and its officers and agents have incurred no Obligation for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement.

6. Covenants and Agreements.

6.1. Transition and Cooperation. From and after the Effective Date, (a) Seller shall not take any action, alone or together with others, which obstructs or impairs the smooth transition by Buyer of the Acquired Assets; and (b) Seller shall promptly provide access to Buyer to all correspondence, papers, documents and other items and materials received by Seller found to be in its possession which pertain to the Acquired Assets. In accordance with Section 2.1(b), Buyer shall be responsible for the transfer of all the Acquired Assets and shall pay all packaging, freight, services, insurance and other fees and expenses associated with the transfer of the Acquired Assets. Without limiting the foregoing, Seller may engage independent contractors, at Buyer's expense, to provide services related to the preparation and transfer of the Acquired Assets to Buyer. For thirty (30) days after the Closing, or such longer period as mutually agreed by the Parties, Seller shall provide reasonable cooperation to effect a live transfer of the running systems set forth in **Schedule 2.1(a)**, provided that Seller shall not provide any assistance or support after such time period. Buyer acknowledges and agrees that Seller may continue to use the SDK and SCO Mobile Server portions of the Acquired Assets for a period of thirty (30) days after the Closing in order to fulfill Seller's obligations to its third party licensee, Genisys, including Seller providing Genisys with professional services and support. In consideration for such continued use of the SDK and SCO Mobile Server, Seller shall pay to Buyer an amount of nine hundred seventy-five dollars (\$975) upon Seller's receipt of payment from Genisys for such licenses. Seller shall not remit to Buyer any additional fees obtained by Seller for any services to Genisys. Seller agrees that Buyer may use of the Openserver 6 version of SCO UNIX solely to power and operate the Acquired Assets on the servers acquired by Buyer for the number of operating system keys currently on the servers with the servers from Seller pursuant to this Agreement and subject to Seller's end user license agreement located at <http://www.sco.com/licensing/Eula97bEN.html> as of the Effective Date.

6.2. McBride's Release of Seller. McBride, on behalf of himself and, as applicable, on behalf of his successors, heirs, assigns, representatives, agents, advisors, and attorneys, does, to the fullest extent permitted by law, hereby fully and irrevocably release, forever discharge and covenant not to sue Seller or its direct and indirect parents, subsidiaries and affiliates, or the Trustee, and their respective predecessors, successors, subsidiaries, affiliates, divisions, assignees, and current and former stockholders, members, partners, managers, officers, directors, employees, representatives, agents, advisors, and attorneys (collectively, the "Seller Parties"), of, from, and with respect to, any and all manner of claims, rights, actions, causes of action, suits, liens, obligations, accounts, debts, demands, agreements, promises, liabilities, controversies, costs, expenses and fees (including attorneys' or other professionals' fees) whatsoever, whether arising in law or equity, whether based on any federal, state or foreign law or right of action, mature or unmatured, contingent or fixed, liquidated or unliquidated, known or unknown, accrued or unaccrued, that any of them had, now has, or alleges to have or have had, from the beginning of the world and thereafter arising by virtue of or in any manner related to any actions or inactions with respect to the Seller Parties or its affairs on or before the Effective Date; provided, however, that nothing herein shall be deemed to constitute a release, discharge or covenant not to sue with respect to any claim, action, cause of action or suit arising out of this

Agreement or the existence, continued validity or pricing of any stock option granted by The SCO Group, Inc. to McBride.

6.3. Further Assurances. After the Effective Date, at Buyer's request and expense, so long as Seller remains in business, Seller shall promptly execute and deliver all such further agreements, certificates, instruments and documents, and perform such further actions, as Buyer may reasonably request in order to fully consummate the transactions contemplated hereby and carry out the purposes and intent of this Agreement.

6.4. Transfer Taxes. Buyer shall pay all sales, use, stamp, recording or other similar transfer taxes required to be paid in connection with the transfer of the Acquired Assets pursuant to this Agreement. Seller shall be responsible for and shall pay any and all taxes arising or resulting from or in connection with the ownership of the Acquired Assets or operation of the Mobility Business attributable to any taxable period ending on the Effective Date or, in the case of any taxable period which includes but does not end on the Effective Date, the portion of such taxable period up to and including the Effective Date. In the case of any taxes other than income taxes, such portion shall be the amount of such tax (including any increase or additions to such tax) for such taxable period multiplied by a fraction the numerator of which is the number of days in such taxable period which occur on or before the Effective Date and the denominator of which is the number of days in the entire taxable period. Buyer shall be responsible for and shall pay any and all taxes arising or resulting from or in connection with the ownership or use of the Acquired Assets or operation of the Mobility Business by Purchaser attributable to any taxable period beginning after the Effective Date or, in the case of any taxable period which includes but does not end on the Effective Date, the portion of such taxable period beginning on the day after the Effective Date.

7. Closing.

7.1. Closing. The closing of the sale of the Acquired Assets and assumption by Buyer of the Assumed Obligations (the "Closing") shall take place on the Effective Date.

7.2. Closing Deliverables of Seller. The obligations of Buyer under this Agreement are subject to the delivery by Seller at the Closing of each of the following (any one or more of which may be waived in whole or in part by Buyer at its sole option and which conditions are set out herein for the exclusive benefit of Buyer):

(a) Intellectual Property. Assignments of Acquired Assets constituting Intellectual Property in the form attached hereto as Exhibit "A" (the "Intellectual Property Assignments"), duly executed by Seller;

(b) Source Code License-Back. Non-exclusive source code license-back from Buyer of the SCO Mobile Server, SDK and HipCheck in the form attached hereto as Exhibit "B" (the "Source Code License-Back Agreement"), duly executed by Seller;

(c) Source Code Licenses. Non-exclusive source code license from Seller of patchck in the form attached hereto as Exhibit "C" (the "Source Code License Agreement"), duly executed by Seller;

(d) Bankruptcy Court Order. An Order of the Bankruptcy Court pursuant Sections 363(b), (f) of the Bankruptcy Code, in form and substance reasonably acceptable to Seller and Buyer, approving this Agreement and authorizing Seller to transfer the Acquired

Assets to Seller free and clear of any and all Encumbrances and which contains a finding that Buyer has purchased the Acquired Assets in good faith under Section 363(m) of the Bankruptcy Code;

(e) Assignment and Assumption Agreement. An assignment and assumption agreement, in the form attached hereto as Exhibit "D" (the "Assumption Agreement"), duly executed by Seller and which has been approved by an Order of the Bankruptcy Court pursuant to Section 365 of the Bankruptcy Code; and

(f) Other Documents. Such other agreements, certificates, instruments and documents reasonably requested by Buyer in order to fully consummate the transactions contemplated by this Agreement and carry out the purposes and intent of this Agreement.

7.3. Closing Deliverables of Buyer. The obligations of Seller to proceed with the Closing hereunder are subject to the delivery by Buyer at the Closing of each of the following (any one or more of which may be waived in whole or in part by Seller at their sole option and which conditions are set out herein for the exclusive benefit of Seller):

(a) Purchase Price. The remainder of the Purchase Price payable to Seller on the Effective Date;

(b) Intellectual Property Assignments. The Intellectual Property Assignments, duly executed by Buyer;

(c) Source Code Licenses. The Source Code License-Back Agreement and the Source Code License Agreement, duly executed by Buyer;

(d) Officer's Certificate. A certificate of an officer of Buyer (A) certifying and attaching all requisite resolutions or actions of Buyer's approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (B) certifying to the incumbency and signatures of the officers of Buyer executing this Agreement and any other Transaction Document;

(e) Assignment and Assumption Agreement. The Assumption Agreement, duly executed by Buyer; and

(f) Other Documents. Such other agreements, certificates, instruments and documents reasonably requested by Seller in order to fully consummate the transactions contemplated by this Agreement and carry out the purposes and intent of this Agreement.

8. RESERVED.

9. Allocation of Purchase Price. The Purchase Price plus the Assumed Obligations shall be set forth on Exhibit "E" (the "Allocation Statement") and shall be allocated among the Purchased Assets in accordance with Section 1060 of the Code and the applicable Treasury Regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate). Buyer and Seller and their respective Affiliates shall report, act and file all Tax Returns (including Internal Revenue Service Form 8594 and all corresponding state or local tax forms) in all respects and for all purposes consistent with the Allocation Statement unless prohibited by applicable law. Neither Buyer nor Seller, nor any of their respective Affiliates shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with the information set forth on the Allocation Statement, unless required to do so by applicable Law, and in such

event only after giving the other party at least twenty (20) days prior written notice prior to taking such position.

10. Miscellaneous.

10.1. Publicity. Without the prior written consent of the other Party, neither Seller nor Buyer shall make any public announcement regarding the transactions contemplated by this Agreement, nor shall either Party in any manner disseminate any information regarding the other Party or the transactions contemplated by this Agreement.

10.2. Fees and Expenses. Each of Buyer, on the one hand, and Seller, on the other hand, shall bear its own fees and expenses incurred in connection with the transactions contemplated hereby.

10.3. Notices. All notices, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered personally; (b) one (1) Business Day after being sent by a nationally recognized overnight delivery service, postage or delivery charges prepaid; or (c) three (3) Business Days after being sent by registered or certified mail, return receipt requested, postage charges prepaid. Notices also may be given by facsimile and shall be effective on the date transmitted if confirmed within forty-eight (48) hours thereafter by a signed original sent by one of the methods provided in the preceding sentence. A Party or McBride may change its address for notice and the address to which copies must be sent by giving notice of the new addresses to the other parties in accordance with this Section 10.3, *provided* that any such change of address notice shall not be effective unless and until received. Notices shall be sent to the addresses set forth below:

If to Seller, to:

The SCO Group, Inc.  
333 South 520 West, Suite 170  
Lindon, Utah 84042  
Facsimile: (801) 765-1313  
Attention: Ryan Tibbitts  
General Counsel

With a copy (which shall not constitute notice) to:

Blank Rome LLP  
1201 Market Street, Suite 800  
Wilmington, DE 19801  
Facsimile: (302) 425-6400  
Attention: Bonnie Fatell, counsel to Edward Cahn, Trustee

If to Buyer, to:

Me Inc Holdings, LLC  
1799 Vintage Oak Lane  
Salt Lake City, Utah 84121  
Facsimile: (801) 424-2003  
Attention: Darl McBride

With a copy (which shall not constitute notice) to:

Holland & Hart LLP  
60 E. South Temple  
Suite 2000  
Salt Lake City, Utah 84111  
Facsimile: (801) 799-5700  
Attention: Marc Porter

If to McBride, to:

Me Inc Holdings, LLC  
1799 Vintage Oak Lane  
Salt Lake City, Utah 84121  
Facsimile: (801) 424-2003  
Attention: Darl McBride

With a copy (which shall not constitute notice) to:

Holland & Hart LLP  
60 E. South Temple  
Suite 2000  
Salt Lake City, Utah 84111  
Facsimile: (801) 799-5700  
Attention: Marc Porter

10.4. Entire Understanding. This Agreement, together with the Exhibits and Schedules hereto and the other Transaction Documents, states the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written communications and agreements, with respect to the subject matter hereof, including all confidentiality letter agreements and letters of intent previously entered into by the Parties. No amendment or modification of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought.

10.5. Assignment. This Agreement shall bind, benefit, and be enforceable by and against Buyer and Seller and their respective successors and permitted assigns. Neither Party, nor McBride, shall in any manner assign any of its rights or obligations under this Agreement without the express prior written consent of the other Party (or in the case of McBride, the express prior written consent of Seller).

10.6. Waivers. Except as otherwise expressly provided herein, no waiver with respect to this Agreement shall be enforceable unless in writing and signed by the Party against whom enforcement is sought. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any Party, and no course of dealing between or among any of the Parties, shall constitute a waiver of, or shall preclude any other or further exercise of, any right, power or remedy.

10.7. Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto. If any term or other provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any



applicable Law in any particular respect or under any particular circumstances, then, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party, (a) such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and (b) all other terms, conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are fulfilled to the fullest extent possible.

10.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

10.9. Section Headings. Section and subsection headings in this Agreement are for convenience of reference only, do not constitute a part of this Agreement, and shall not affect its construction or interpretation.

10.10. References. All words used in this Agreement shall be construed to be of such number and gender as the context requires or permits. The word "including" when used herein shall be deemed followed by the words "without limitation."

10.11. Controlling Law. THIS AGREEMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

10.12. Jurisdiction and Process. The Bankruptcy Court in Delaware has exclusive jurisdiction to hear and decide any Proceeding, and to settle any Disputes, which may arise out of or in connection with this Agreement ("Disputes"), and, for these purposes, each Party irrevocably submits to the jurisdiction of the Bankruptcy Court and irrevocably waives any objection which it might at any time have to the Bankruptcy Court being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that such Court is not a convenient or appropriate forum. Process by which any Proceedings are begun in the Bankruptcy Court may be served on any of the Parties by being delivered to such Party's address set forth in Section 10.3. Nothing contained in this Section 10.12 shall affect the right to serve process in another manner permitted by law.

10.13. Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO OR CONTEMPLATED UNDER THIS AGREEMENT, OR THE ACTS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

10.14. Third-Party Beneficiaries. No provision of this Agreement is intended to or shall be construed to grant or confer any right, express or implied, to enforce this Agreement, or any remedy for Default under this Agreement, to or upon any Person other than the Parties hereto and their respective successors and permitted assigns.

10.15. Delivery by Facsimile or Electronic Means. This Agreement and each other Transaction Document, and each other agreement or instrument entered into in connection

herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other mutually agreed upon electronic means of delivery, shall be treated in all manner and respect as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto or to any such agreement or instrument contemplated hereby shall raise the use of a facsimile machine or other mutually agreed upon electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other mutually agreed upon means of electronic transmittal as a defense to the formation or enforceability of a Contract and each such Party forever waives any such defense.

10.16. Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's-length and among Parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties as set forth in this Agreement.

*[Signature Page Follows]*

The Parties have executed this Asset Purchase Agreement, intending to be legally bound hereby, as of the date first above written.

**SELLER:**

THE SCO GROUP, INC.

By: Edward Cahn  
Edward Cahn, solely in his capacity as  
Chapter 11 Trustee for The SCO Group, Inc. and  
SCO Operations, Inc.

**BUYER:**

ME INC HOLDINGS, LLC

By: Darl McBride  
Name: Darl McBride  
Title: President and Manager

**MCBRIDE:**

DARL MCBRIDE (with respect to Section 6.2)

By: Darl McBride

**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT**

This Intellectual Property Assignment Agreement (the "Assignment") is made and entered into as of April 20, 2010, by and between The SCO Group, Inc., Inc., (referred to herein as ("Assignor"), a corporation of the State of Delaware, with its place of business at 333 South 520 West, Suite 170, Lindon, Utah 84042-1911, and Me Inc Holdings, LLC (referred to herein as ("Assignee"), a Delaware limited liability company with its place of business at 1799 Vintage Oak Lane, Salt Lake City, Utah 84121.

Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of April 20, 2010 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign all of the Intellectual Property set forth on Schedule 2.1(a) of the Purchase Agreement subject to the terms and conditions set forth therein (the "Assigned Intellectual Property"). Assignor wishes to assign and Assignee wishes to acquire the Assigned Intellectual Property. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

Each of Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

1. Assignment of Intellectual Property. Assignor hereby irrevocably sells, transfers, conveys, assigns and sets over to Assignee, on a worldwide basis, all rights, title, and interests in and to the Assigned Intellectual Property, and Assignor reserves no rights in any of the Assigned Intellectual Property (except as expressly set forth in the Purchase Agreement). The Assigned Intellectual Property includes the pending patent application identified in Schedule "A" attached hereto, together with all priority rights for the United States and other countries arising therefrom, and any and all patents of the United States and of all other countries, which may be granted for such inventions, or any of them, all such inventions and all rights in such patent application to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such patents may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made (the "Patent"). The foregoing assignment includes the transfer of all claims for damages by reason of past infringement of any of the Patent with the right to sue for and collect the same and in and to all such rights worldwide.

2. Recordation. Assignor authorizes the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, as applicable, to record Assignee as the owner of the Assigned Intellectual Property and to issue all registrations for the Assigned Intellectual Property, to be in the name of Assignee, as assignee of the Assigned Intellectual Property, for the sole use of Assignee in accordance with the terms of this Assignment and the Purchase Agreement.

3. Governing Law. This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Delaware.

*[Signatures continued on following page]*

**IN WITNESS WHEREOF**, the parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

**ASSIGNOR:**

SCO GROUP, INC.

By: Edward Cahn  
Edward Cahn, solely in his capacity as  
Chapter 11 Trustee for The SCO Group, Inc. and SCO  
Operations, Inc.

**ASSIGNEE:**

ME INC HOLDINGS, LLC

By: Darl McBride  
Name: Darl McBride  
Title: President and manager

SCHEDULE "A" TO INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

<u>Short Title/Subject</u>	<u>Country</u>	<u>Inventors</u>	<u>Assignee</u>	<u>Priority/ Filed/ Issued Date</u>	<u>Application Number/ Patent Number</u>
Systems and Methods for Providing Distributed Applications and Services for Intelligent Mobile Devices	United States	Bruce K. Grant, Jr. Scott A. Hawker	The SCO Group, Inc.	Filed September 19, 2006	11/533347

**Source Code License-Back Agreement**

This Agreement is made and entered into as of April 20, 2010, by and between The SCO Group, Inc., (referred to herein as "Licensee"), a corporation of the State of Delaware, with its place of business at 333 South 520 West, Suite 170, Lindon, Utah 84042-1911, and Me Inc Holdings, LLC (referred to herein as "Licensor"), a Delaware limited liability company with its place of business at 1799 Vintage Oak Lane, Salt Lake City, Utah 84121.

WHEREAS, by an Asset Purchase Agreement, dated as of April 20, 2010 (the "Purchase Agreement"), among the Buyer and the Seller, as defined therein, the Buyer has agreed to purchase the Acquired Assets from the Seller; and

WHEREAS, as a part of the purchase price for the Acquired Assets, the Buyer has agreed to grant a nonexclusive license to the Licensor Source Code Products (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and in the Purchase Agreement, and intending to be legally bound, the parties agree to the following terms and conditions:

**1. DEFINITIONS**

- 1.1 "Code" shall mean computer programming instructions. Unless specifically stated otherwise, Code shall include Object Code, Source Code and any maintenance modifications or enhancements as of the date hereof.
- 1.2 "Computer Program" means any instruction or instructions, in Source Code or Object Code format, for controlling the operation of a computer system.
- 1.3 "Derivative Work" shall mean a work which is directly based upon one or more preexisting works, such as a revision, enhancement, modification, translation, abridgment, condensation, expansion, or any other form in which such a preexisting work may be recast, transformed, or adapted, and which, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute copyright infringement under United States law.
- 1.4 "Licensor Source Code Products" shall mean Licensor's Source Code Products identified in Exhibit A to this Agreement.
- 1.5 "Object Code" shall mean the Code that results when Source Code is processed by a software compiler and is directly executable by a computer.
- 1.6 "Source Code" shall mean the human-readable computer programming language form of the Code and related system documentation, including but not limited to all comments, procedural language, engineering documentation, flow charts, logic diagrams, and proprietary internal programming manuals.
- 1.7 "Source Code Product" shall mean materials such as Computer Programs, information used or interpreted by Computer Programs and documentation relating to the use of Computer Programs.



## **2. SOURCE CODE GRANT OF RIGHTS**

- 2.1 Licensor grants to Licensee a nonexclusive, royalty free, non-transferable (except to the extent permitted by Section 10), non-sublicensable right and license to use the Licensor Source Code Products solely for development, evaluation and other internal purposes. Such right to use includes the right to modify such Licensor Source Code Products and to create Derivative Works based on such Licensor Source Code Products solely for internal purposes and provided that any such Derivative Work is treated hereunder the same as such Licensor Source Code Product.
- 2.2 Licensee may permit access to Licensor Source Code Products by its contractors and allow use of Licensor Source Code Products by its contractors, provided such access and use is exclusively for Licensee and in accordance with this Agreement and such contractors agree in writing to the same responsibilities, obligations and restrictions pertaining to the use of the Licensor Source Code Products as those undertaken by Licensee under this Agreement.

## **3. DELIVERY**

- 3.1 Upon execution of this Agreement, Licensee may retain and maintain a copy of the Licensor Source Code Product and related Object Code until such time as Licensor delivers to Licensee with a copy of the current version of the Licensor Source Code Products.
- 3.2 No support is provided with the delivery of the Licensor Source Code Products. However, Licensee may acquire support from Licensor, if Licensor elects to provide such support in its sole discretion, under a separate technical service agreement on an annual fee basis.

## **4. FEES**

Licensor grants Licensee a fee free right to use of the Licensor Source Code Products. Licensor may cause an audit to be made at its expense of the applicable records to verify Licensee's compliance with this Agreement provided that Licensor gives Licensee at least five (5) days prior written notice of such audit. Any such audit shall be conducted during regular business hours at Licensee's offices and in such manner as not to interfere with Licensee's normal business activities.

## **5. TERM OF AGREEMENT; OBLIGATIONS UPON TERMINATION**

- 5.1 The term of this Agreement will commence on the date it is executed by an authorized Licensor signatory and an authorized Licensee signatory and shall remain in effect perpetually.
- 5.2 However, should either party breach any provision of this Agreement and fail to remedy such breach within thirty (30) days of written notice thereof, the injured party may terminate this Agreement immediately, as well as pursue any other rights and remedies provided by law or equity or this Agreement, in which case Licensee shall immediately deliver to Licensor all copies of the Licensor Source Code Products thereof in Licensee's possession or within Licensee's control.

## **6. INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION**

- 6.1 No title to or ownership of the Licensor Source Code Products or copies of software acquired under this Agreement is transferred to Licensee. Licensee acknowledges that Licensor owns and retains all title and ownership of all intellectual property rights in the Licensor Source Code Products\, including all software, firmware, copies of software, documentation and related materials that are acquired, produced or shipped by Licensor under this Agreement. Licensee agrees to be bound by and observe the obligations imposed on Licensee under this Agreement with regard to the Licensor Source Code Products licensed under this Agreement.
- 6.32 Except as set forth in this Agreement, Licensee agrees not to distribute, sell, transfer or provide any Licensor Source Code Products or modifications to or Derivative Works or any part or copies thereof to any third party without the prior written consent of Licensor, except as provided in Section 10 of this Agreement.

## **7. DISCLAIMER/LIMITATION OF LIABILITY**

THE LICENSOR SOURCE CODE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NEITHER LICENSOR NOR LICENSEE SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, EVEN IF THE PARTY AGAINST WHOM DAMAGES ARE CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN NO EVENT SHALL LICENSOR OR LICENSEE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, OR FOR LOSS OF DATA OR USE OF DATA. IN NO EVENT SHALL LICENSOR'S SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING HEREUNDER.

## **8. NOTICES AND REQUESTS**

Notices and requests are to be sent to the following addresses:

Licensor            Me Inc Holdings, LLC  
                     1799 Vintage Oak Lane  
                     Salt Lake City, Utah 84121

Attention         Darl McBride

Licensee:         The SCO Group, Inc.  
                     333 South 520 West  
                     Suite 170  
                     Lindon, Utah 84042-1911  
                     Attention: Legal Department

or to such other address as the party to receive the notice so designates by written notice to the other party.

## **9. ACTS BEYOND PARTIES' CONTROL**

Neither party shall be liable for any delay or failure in its performance hereunder due to any cause beyond its control provided, however, that this provision shall not be construed to relieve Licensee of its obligation to make any payments pursuant to this Agreement.

## **10. ASSIGNMENT**

This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns. Notwithstanding the foregoing, Licensee shall not be entitled to assign or otherwise transfer its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of Licensors except that Licensors' consent shall not be required for Licensee's assignment or other transfer of its rights or delegation of its duties and obligations in connection with (a) the sale or other disposition of all or substantially all of Licensee's assets or all or substantially all of Licensee's division or business unit relating to the UNIX systems; or (b) Licensee's merger into or consolidation with any other entity, or any other reorganization or transfer of the equity interests in Licensee, in which the holders of Licensee's outstanding equity interests immediately prior to such transaction receive or retain, in connection with such transaction on account of their equity interests, securities representing less than 50% of the voting power of the entity surviving such transaction, provided that in either case the purchaser of Licensee's assets or the entity surviving such transaction assumes all of Licensee's duties and obligations under this Agreement.

## **11. CONTROLLING LAW**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah and the United States of America, specifically excluding the United Nations Convention on Contracts for the International Sale of Goods, and without giving effect to conflict of laws. Any litigation or arbitration between the parties shall be conducted exclusively in the State of Utah. Licensors and Licensee expressly consent to the jurisdiction of such courts. Process may be served by U.S. mail, postage prepaid, certified or registered, return receipt requested, by express courier such as DHL or Federal Express, or by such other method as is authorized by law.

## **12. WAIVER**

The waiver of any breach or default hereunder by either party shall not constitute the waiver of any subsequent breach or default.

## **13. LICENSEE AS AN INDEPENDENT CONTRACTOR**

Licensee shall at all times be an independent contractor and shall not be or represent itself to be an agent, partner, employee or the like of Licensors.

## **14. SEVERABILITY**

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties will seek in good faith to agree on replacing an invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision which, in effect, will, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal, or unenforceable provision.

## 15. CONFIDENTIALITY

Each party shall at all times retain in confidence all confidential and/or proprietary information and know-how disclosed or made available by the other. The recipient shall make no use of such information and know-how except under the terms and for the duration of the Agreement. The parties hereby agree that all the terms and conditions of this Agreement and exhibits hereto, and the Source Code, shall be treated as confidential material and shall not be disclosed without the prior written consent of the disclosing party.

Confidential and/or proprietary information shall not include information the recipient can document: (a) is in or (through no improper action or inaction by the recipient) enters the public domain; (b) was rightfully in its possession or known by it prior to receipt from the disclosing party; (c) was rightfully disclosed to it by another person without restriction; or (d) was independently developed by it by persons without access to such information and without use of any confidential and/or proprietary information of the disclosing party.

Each party, with prior written notice to the disclosing party, may disclose confidential and/or proprietary information to the minimum extent possible that is required to be disclosed pursuant to the lawful requirement or request of a government entity or agency, provided that reasonable measures are taken to guard against further disclosures, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so.

## 16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Licensee and Licensor regarding the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, and understandings of any nature whatsoever. This Agreement may be modified only in a writing executed by an authorized representative of the party to be charged.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

AGREED TO:

THE SCO GROUP, INC.

ME INC HOLDINGS, LLC

By: Edward Cahn  
Name: Edward Cahn  
Title: Solely in his capacity as Chapter 11  
Trustee for The SCO Group, Inc.  
and SCO Operations, Inc.  
Date: 4/21/10

By: Darl McBride  
Name: Darl McBride  
Title: Manager  
Date: 4/20/10

## **EXHIBIT A**

- SCO Mobile Server
- SCO Mobile Server SDK
- HipCheck

**Source Code License Agreement**

This Agreement is made and entered into as of April 20, 2010, by and between The SCO Group, Inc. (referred to herein as "Licensor"), a corporation of the State of Delaware, with its place of business at 333 South 520 West, Suite 170, Lindon, Utah 84042-1911, and Me Inc Holdings, LLC (referred to herein as "Licensee"), a Delaware limited liability company with its place of business at 1799 Vintage Oak Lane, Salt Lake City, Utah 84121.

WHEREAS, by an Asset Purchase Agreement, dated as of April 20, 2010 (the "Purchase Agreement"), among the Buyer and the Seller, as defined therein, the Buyer has agreed to purchase the Acquired Assets from the Seller; and

WHEREAS, as a part of the purchase price for the Acquired Assets, the Seller has agreed to grant a nonexclusive license to the Licensor Source Code Products (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and in the Purchase Agreement, and intending to be legally bound, the parties agree to the following terms and conditions:

**1. DEFINITIONS**

- 1.1 "Code" shall mean computer programming instructions. Unless specifically stated otherwise, Code shall include Object Code, Source Code and any maintenance modifications or enhancements as of the date hereof.
- 1.2 "Computer Program" means any instruction or instructions, in Source Code or Object Code format, for controlling the operation of a computer system.
- 1.3 "Derivative Work" shall mean a work which is directly based upon one or more preexisting works, such as a revision, enhancement, modification, translation, abridgment, condensation, expansion, or any other form in which such a preexisting work may be recast, transformed, or adapted, and which, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute copyright infringement under United States law.
- 1.4 "Licensor Source Code Products" shall mean Licensor's Source Code Products identified in Exhibit A to this Agreement.
- 1.5 "Object Code" shall mean the Code that results when Source Code is processed by a software compiler and is directly executable by a computer.
- 1.6 "Source Code" shall mean the human-readable computer programming language form of the Code and related system documentation, including but not limited to all comments, procedural language, engineering documentation, flow charts, logic diagrams, and proprietary internal programming manuals.
- 1.7 "Source Code Product" shall mean materials such as Computer Programs, information used or interpreted by Computer Programs and documentation relating to the use of Computer Programs.

## **2. SOURCE CODE GRANT OF RIGHTS**

- 2.1 Licensor grants to Licensee a nonexclusive, royalty free, non-transferable (except to the extent permitted by Section 10), non-sublicensable right and license to use the Licensor Source Code Products solely for development, evaluation and other internal purposes. Such right to use includes the right to modify such Licensor Source Code Products and to create Derivative Works based on such Licensor Source Code Products solely for internal purposes and provided that any such Derivative Work is treated hereunder the same as such Licensor Source Code Product.
- 2.2 Licensee may permit access to Licensor Source Code Products by its contractors and allow use of Licensor Source Code Products by its contractors, provided such access and use is exclusively for Licensee and in accordance with this Agreement and such contractors agree in writing to the same responsibilities, obligations and restrictions pertaining to the use of the Licensor Source Code Products as those undertaken by Licensee under this Agreement.

## **3. DELIVERY; UPDATES**

- 3.1 Upon execution of this Agreement, Licensor will promptly provide Licensee with a copy of the current version of the Licensor Source Code Products.
- 3.2 No support is provided with the delivery of the Licensor Source Code Products. However, Licensee may acquire support from Licensor, if Licensor elects to provide such support in its sole discretion, under a separate technical service agreement on an annual fee basis.

## **4. FEES.**

Licensor grants Licensee a fee free right to use of the Licensor Source Code Products. Licensor may cause an audit to be made at its expense of the applicable records to verify Licensee's compliance with this Agreement provided that Licensor gives Licensee at least five (5) days prior written notice of such audit. Any such audit shall be conducted during regular business hours at Licensee's offices and in such manner as not to interfere with Licensee's normal business activities.

## **5. TERM OF AGREEMENT; OBLIGATIONS UPON TERMINATION**

- 5.1 The term of this Agreement will commence on the date it is executed by an authorized Licensor signatory and an authorized Licensee signatory and shall remain in effect perpetually.
- 5.2 However, should either party breach any provision of this Agreement and fail to remedy such breach within thirty (30) days of written notice thereof, the injured party may terminate this Agreement immediately, as well as pursue any other rights and remedies provided by law or equity or this Agreement, in which case Licensee shall immediately deliver to Licensor all copies of the Licensor Source Code Products thereof in Licensee's possession or within Licensee's control.

## **6. INTELLECTUAL PROPERTY RIGHTS; INDEMNIFICATION**

- 6.1 No title to or ownership of the Licensor Source Code Products or copies of software



acquired under this Agreement is transferred to Licensee. Licensee acknowledges that Licensor owns and retains all title and ownership of all intellectual property rights in the Licensor Source Code Products, including all software, firmware, copies of software, documentation and related materials that are acquired, produced or shipped by Licensor under this Agreement. Licensee agrees to be bound by and observe the obligations imposed on Licensee under this Agreement with regard to the Licensor Source Code Products licensed under this Agreement.

- 6.2 Except as set forth in this Agreement, Licensee agrees not to distribute, sell, transfer or provide any Licensor Source Code Products, or modifications to or Derivative Works or any part or copies thereof to any third party without the prior written consent of Licensor, except as provided in Section 10 of this Agreement.

## **7. DISCLAIMER/LIMITATION OF LIABILITY**

THE LICENSOR SOURCE CODE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NEITHER LICENSOR NOR LICENSEE SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, EVEN IF THE PARTY AGAINST WHOM DAMAGES ARE CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN NO EVENT SHALL LICENSOR OR LICENSEE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, OR FOR LOSS OF DATA OR USE OF DATA. IN NO EVENT SHALL LICENSOR'S SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING HEREUNDER.

## **8. NOTICES AND REQUESTS**

Notices and requests are to be sent to the following addresses:

Licensor:           The SCO Group, Inc.  
                      333 South 520 West  
                      Suite 170  
                      Lindon, Utah 84042-1911  
                      Attention: Legal Department

Licensee            Me Inc Holdings, LLC  
                      1799 Vintage Oak Lane  
                      Salt Lake City, Utah 84121  
Attention           Darl McBride

or to such other address as the party to receive the notice so designates by written notice to the other party.

## **9. ACTS BEYOND PARTIES' CONTROL**

Neither party shall be liable for any delay or failure in its performance hereunder due to any cause beyond its control provided, however, that this provision shall not be construed to relieve Licensee of its obligation to make any payments pursuant to this Agreement.

## **10. ASSIGNMENT**

This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns. Notwithstanding the foregoing, Licensee shall not be entitled to assign or otherwise transfer its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of Licensor except that Licensor's consent shall not be required for Licensee's assignment or other transfer of its rights or delegation of its duties and obligations in connection with (a) the sale or other disposition of all or substantially all of Licensee's assets or Licensee's business unit or division relating to the Licensed Source Code Products; or (b) Licensee's merger into or consolidation with any other entity, or any other reorganization or transfer of the equity interests in Licensee, in which the holders of Licensee's outstanding equity interests immediately prior to such transaction receive or retain, in connection with such transaction on account of their equity interests, securities representing less than 50% of the voting power of the entity surviving such transaction, provided that in either case the purchaser of Licensee's assets or the entity surviving such transaction assumes all of Licensee's duties and obligations under this Agreement.

## **11. CONTROLLING LAW**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah and the United States of America, specifically excluding the United Nations Convention on Contracts for the International Sale of Goods, and without giving effect to conflict of laws. Any litigation or arbitration between the parties shall be conducted exclusively in the State of Utah. Licensor and Licensee expressly consent to the jurisdiction of such courts. Process may be served by U.S. mail, postage prepaid, certified or registered, return receipt requested, by express courier such as DHL or Federal Express, or by such other method as is authorized by law.

## **12. WAIVER**

The waiver of any breach or default hereunder by either party shall not constitute the waiver of any subsequent breach or default.

## **13. LICENSEE AS AN INDEPENDENT CONTRACTOR**

Licensee shall at all times be an independent contractor and shall not be or represent itself to be an agent, partner, employee or the like of Licensor.

## **14. SEVERABILITY**

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties will seek in good faith to agree on replacing an invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision which, in effect, will, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal, or unenforceable provision.

## **15. CONFIDENTIALITY**

Each party shall at all times retain in confidence all confidential and/or proprietary information and know-how disclosed or made available by the other. The recipient shall make no use of such information and know-how except under the terms and for the duration of the Agreement. The parties hereby agree that all the terms and conditions of this Agreement and exhibits hereto, and the Source Code, shall be treated as confidential material and shall not be disclosed without the prior written consent of the disclosing party.

Confidential and/or proprietary information shall not include information the recipient can document: (a) is in or (through no improper action or inaction by the recipient) enters the public domain; (b) was rightfully in its possession or known by it prior to receipt from the disclosing party; (c) was rightfully disclosed to it by another person without restriction; or (d) was independently developed by it by persons without access to such information and without use of any confidential and/or proprietary information of the disclosing party.

Each party, with prior written notice to the disclosing party, may disclose confidential and/or proprietary information to the minimum extent possible that is required to be disclosed pursuant to the lawful requirement or request of a government entity or agency, provided that reasonable measures are taken to guard against further disclosures, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so.

## **16. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between Licensor and Licensee regarding the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, and understandings of any nature whatsoever. This Agreement may be modified only in a writing executed by an authorized representative of the party to be charged.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

AGREED TO:

**THE SCO GROUP, INC.**

**ME INC HOLDINGS, LLC**

By: Edward Cahn

By: Darl McBride

Name: Edward Cahn

Name: Darl McBride

Title: Solely in his capacity as  
Chapter 11 Trustee for The SCO Group, Inc.  
and SCO Operations, Inc.

Title: Manager

Date: 4/21/10

Date: 4/20/10

**EXHIBIT A**

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EXHIBIT "D"

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Agreement is made and entered into as of April 20, 2010, by and between The SCO Group, Inc., Inc., (referred to herein as ("Seller"), a corporation of the State of Delaware, with its place of business at 333 South 520 West, Suite 170, Lindon, Utah 84042-1911, and Me Inc Holdings, LLC (referred to herein as ("Buyer"), a Delaware limited liability company with its place of business at 1799 Vintage Oak Lane, Salt Lake City, Utah 84121.

WHEREAS, by an Asset Purchase Agreement, dated as of April 20, 2010 (the "Purchase Agreement"), among the Buyer, the Seller and Darl McBride, the Seller has agreed to sell and assign the Acquired Assets to the Buyer; and

WHEREAS, as a part of the purchase price for the Acquired Assets, the Buyer has agreed to assume the Assumed Obligations; and

WHEREAS, the parties hereto desire to execute this Agreement to further evidence the assignment by Seller and assumption by Buyer;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Except as otherwise provided herein, all capitalized terms contained and not defined herein (including the recitals hereto) shall have herein the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. Seller hereby sells, transfers, conveys, assigns and sets over to Buyer, its successors and assigns, all of the Acquired Assets, including, without limitation, all Assumed Contracts.

3. Assumption of Assumed Obligations. Buyer hereby assumes and undertakes to pay, perform and discharge the Assumed Obligations.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

*[Signature Page Follows]*

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

**SELLER:**

THE SCO GROUP, INC.

By: Edward Cahn  
Edward Cahn  
Solely in his capacity as Chapter 11 Trustee for The  
SCO Group, Inc. and SCO Operations, Inc.

**BUYER:**

ME INC HOLDINGS, LLC

By: Darl McBride  
Name: Darl McBride  
Title: President and manager

EXHIBIT E

**PURCHASE PRICE ALLOCATION**

<b>Asset Class</b>	<b>Purchase Price Allocation</b>
Class I	
Class II	
Class III	
Class IV	
Class V	\$10,000
Class VI	\$85,000
Class VII	\$5,000



**Schedule 2.1(a)**

<b>Asset</b>
SCO Mobile Server
HipCheck
Me Inc Server (Software)
Shout Server (Software) including Mr. SOA work in progress
Shout Postcard
Shout Marketing
Shout 119
Shout coupon
MyCo
MIGs
US Patent Application No. 11/533,347

**FC Products**

<b>Asset</b>
FCmobilelife
FCtasks for iPhone
FCgoals for iPhone
FCtasks for Blackberry

**Mobile Prototypes/Demos**

<b>Asset</b>
Snowplow
Grassroots
Mobile OE
MPSEB Indian utility co. meter reading
Delhi traffic police
Citibank demo
Disprax
Jackson Builders

Aston Villa
NREGA employment census
snmp hardware monitoring
NDPL Power
PG Call Home
Vote

**Domain Names (which shall include sub and pre domain names that tie to the root domain)**

Me-inc.com  
 Me-inc.in  
 Me-inc.mobi  
 Meinc.mobi  
 Meincmobile.com  
 Meincmobile.net  
 Meincmobile.org  
 Mobiledaytimer.com  
 Mobiledaytimer.net  
 Mobiledaytimer.org  
 Shout119.com  
 Shoutblogs.com  
 Shoutpostcard.com  
 Meincsalesagent.com

**Servers** – Buyer to arrange pickup. SCO will provide a clean shutdown and disconnect from SCO infrastructure on pickup date. SCO will also provide consultation on bringing the servers back up in their new environment. All servers are in SCO Utah data center.

Siple (FCML App Server)  
 Berkner (FCML Webstore)  
 Uther (FCML Stage App Server)  
 Lancelot (FCML Stage Webstore)  
 Labs1 (micel and \*.me-inc.com)  
 Labs3 (Shoutpostcard)  
 Buru (MIGs Server)  
 Melville (email blaster for Shout Marketing)  
 Saturn (Me Inc. Jira database and Me Inc. wiki)  
 Midb (database server for FCML webstore and other me-inc apps)  
 Jas (license application server – database on midb)  
 Licdev (license application server for Uther)  
 Madura (Hipcheck.sco.com host server)

**Developer Test Phones:**

iPhone  
Blackberry Bold  
2 x T-Mobile Wing  
Nokia N90  
Pantech (model C810)  
BlackBerry 8100  
Samsung SGH-i607  
Palm Treo 700p  
2 x BlackBerry 8300  
BlackBerry 8800

**Assumed Contracts:**

(i) Business Cooperation Agreement by and between The SCO Group, Inc. and FranklinCovey Product Sales, Inc., dated March 3, 2008.