

08-28-2000



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Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

08/25/2000 DNGUYEN 00000270 500581 75653325

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01 FC:481 40.00 CH
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TRADEMARK
REEL: 002125 FRAME: 0533

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

801-532-1234

Name

Wesley L. Austin, Esq.

Address (line 1)

Parsons Behle & Latimer

Address (line 2)

One Utah Center

Address (line 3)

201 South Main Street, Suite 1800

Address (line 4)

Salt Lake City, UT 84111

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

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2

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75653325

2061968

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50-0581

Authorization to charge additional fees:

Yes

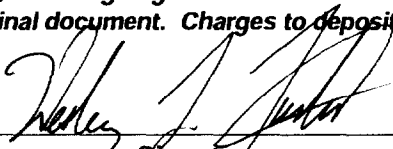
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Wesley L. Austin

Name of Person Signing



Signature

July 26, 2000

Date Signed

TRADEMARK ASSIGNMENT

This document is a reduction to writing of an assignment of trademarks, service marks and trade name rights made and effective as of March 10, 2000 and is by and between the following Parties:

Canopy: The Canopy Group, Inc.
 (a Utah corporation)
 240 West Center St.
 Orem, Utah 84057

Caldera Systems: Caldera Systems, Inc.
 (a Delaware corporation)
 240 West Center St.
 Orem, Utah 84057

who hereby agree as follows:

1. ***Trademarks and Trademark Rights.*** The "Trademarks" shall mean CALDERA and CALDERA SYSTEMS as trademarks, service marks and trade names. "Trademark Rights" shall mean all trademark, service mark and trade name rights, titles and interests of Canopy in and to the Trademarks, including any and all trademark registrations and trademark applications for any of the Trademarks (including those identified below), all rights of priority associated with the Trademarks, and the goodwill of the business connected with the use of and symbolized by the Trademarks. The Trademark Rights include the following registration and application:

- (a) Trademark Registration No. 2,061,968 for CALDERA registered in the United States Patent and Trademark Office on May 13, 1997
- (b) Trademark Application Serial No. 75/653,325 for CALDERA SYSTEMS filed in the United States Patent and Trademark Office on March 4, 1999.

2. ***Assignment of Trademarks.*** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Canopy hereby assigns and transfers to Caldera Systems all of Canopy's rights, titles and interests in and to the Trademarks and the Trademark Rights. This assignment includes an assignment of the registration and of the application identified above and the goodwill of the business connected with the use of and symbolized by the Trademarks.

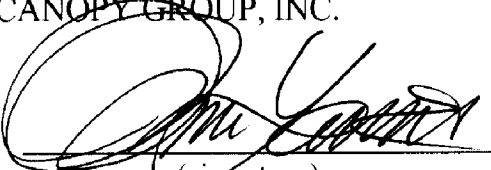
3. ***Cooperation.*** Canopy hereby agrees, without further consideration, at Caldera Systems' expense, to sign all lawful papers and to perform all other lawful acts which Caldera Systems may request to better evidence, describe or effectuate this assignment or for purposes of recordation of

4. **Enforcement of Trademark Rights.** Caldera Systems shall have the right to enforce the Trademarks and the Trademark Rights including the right to sue for past, present and future infringement and the right to all remedies, damages and recoveries resulting therefrom.

5. **No Warranties.** This Trademark Assignment is being made by Canopy without warranty of any kind. The Trademarks and Trademark Rights are accepted by Caldera Systems on an "as is" basis.

AGREED TO AND ACCEPTED BY:

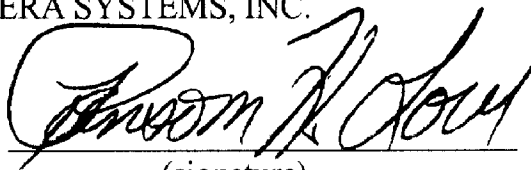
THE CANOPY GROUP, INC.

By: 
(signature)

Name: Ralph Yarano
(print)

Title: President & CEO

CALDERA SYSTEMS, INC.

By: 
(signature)

Name: Ransom H. Love
(print)

Title: President & CEO