

EXHIBIT 19C

Deposition of
BURT LEVINE

Date: March 23, 2007

Volume: 1

Case: SCO v. NOVELL

SHARI MOSS & ASSOCIATES
877 Cowan Road, Suite A
Burlingame, California 94010
(650) 692-8900
(415) 402-0004
FAX: (650) 692-8909

1 views or viewpoints regarding any amendments to
2 the APA, do you remember a question in that
3 spirit?

4 A Yes, and I recall that I said that I
5 hadn't reviewed this or I wasn't sure what he was
6 referring to, I couldn't, I couldn't answer it.

7 Q Do you recall whether you had
8 occasion to review Amendment No. 2 to the Asset
9 Purchase Agreement?

10 A Yes, I have.

11 Q And I'm looking at paragraph A of
12 Amendment No. 2 which says "With respect to
13 Schedule 1.1(b) of the Agreement titled Excluded
14 Assets, Section V, subsection A shall be revised
15 to read: All copyrights and trademarks, except
16 for the copyrights and trademarks owned by Novell
17 as of the date of the Agreement required for SCO
18 to exercise its rights with respect to the
19 acquisition of UNIX and UnixWare technologies," do
20 you see that language?

21 A I do.

22 Q Do you have a view as to what
23 copyrights it was necessary for SCO to have to
24 exercise its rights with respect to the
25 acquisition of UNIX and UnixWare technologies?

1 MR. BRAKEBILL: Objection to form.
2 Foundation. Calls for speculation.

3 A Well, in my mind this is, this is
4 confirmatory of my view that the, the copyrights
5 that are now specified in this amendment would
6 have been transferred in any event because of the
7 scope of the rights in the transfer of the assets,
8 and this is confirmatory of that. This leaves no
9 doubt on black and white that, that this is what
10 was intended.

11 Q I'd like to ask you, Mr. Levine,
12 about Exhibit 202 which should be in your pile
13 somewhere.

14 Exhibit 202 has the fax cover sheet
15 indicating that it's from Burt Levine, yourself,
16 to Aaron Alter.

17 A Okay.

18 Q Dated September 18th, 1995. And --

19 A Yes.

20 Q -- attached to the fax cover sheet
21 is I believe your markup of Schedule 1.1(a) and
22 the Seller Disclosure Statement, do you see that?

23 A Yes.

24 Q Do you remember reviewing the
25 document earlier?

1 A Correct, of a defined product.

2 Q Okay. And it is the product
3 supplement that then identifies these particular
4 SVR software product, correct?

5 A That's correct.

6 Q Now Mr. Normand showed you an
7 Amendment 2 to the Asset Purchase Agreement, do
8 you recall that?

9 A Yes.

10 Q Now I thought I had asked you
11 earlier this afternoon whether or not you had
12 reviewed or looked at any of the amendments to the
13 Asset Purchase Agreement and I thought your
14 testimony was that you hadn't done so in 12 years;
15 is that right?

16 A Yeah, that was one part of the
17 testimony, yeah.

18 Q Okay. And so when did you -- did
19 you look at this Amendment 2 after I asked you
20 questions today?

21 A Yes.

22 Q Okay. So after I had finished
23 asking you questions you read Amendment No. 2 for
24 the first time in 12 years; is that right?

25 A No, no, I didn't say that.

1 Q Is this the first time you looked at
2 it in 12 years?

3 A No.

4 Q Okay. When prior to today this
5 afternoon had you looked at Amendment No. 2?

6 A Two or three days ago.

7 Q And I thought I had asked you with
8 regard to the amendments to the Asset Purchase
9 Agreement whether or not you had any viewpoints as
10 you sat here today concerning any provisions or
11 rights granted by those amendments and your
12 testimony was that you didn't have any viewpoints,
13 is that fair that that's what your testimony was
14 when I asked you this afternoon?

15 MR. NORMAND: Objection to form.

16 A I think that's accurate.

17 Q Is that testimony still accurate?

18 A No, not with respect to Amendment
19 number, with Amendment 2.

20 Q So you -- since I completed asking
21 my questions you now have an opinion concerning
22 Amendment 2; is that right?

23 A Okay, yes.

24 Q After having read this agreement for
25 the first time in 12 years this afternoon you are

1 now of the viewpoint that this Amendment No. 2 is
2 or operates to make some sort of copyright
3 transfer, is that what your testimony is?

4 MR. NORMAND: Objection to form.

5 A You're talking about the language
6 that changes the exclusion?

7 Q Correct. This is paragraph A of
8 Amendment No. 2.

9 A Okay.

10 Q Do you now have an opinion about
11 paragraph A of Amendment No. 2 or do you not have
12 any viewpoint?

13 A No, I think I testified about that
14 paragraph that it's superfluous as far as I'm
15 concerned to the rights that are conveyed in this
16 particular agreement.

17 Q You believe Amendment No. 2,
18 paragraph A after having read it for the first
19 time in 12 years is confirmatory of your belief
20 that the copyrights had transferred in the
21 original transaction; is that right?

22 A Let me -- if this is a change in my
23 testimony, it's a change in my testimony.

24 The copyrights that are being
25 excluded or that were excluded originally in my

1 view were not the copyrights that were inherently
2 transferred with the grant. When I read it for
3 the first time, I thought that they were talking
4 about some other intellectual property right. And
5 I still feel that way. So that's why I'm saying
6 it's not adding any value to make this change --

7 Q You weren't --

8 A -- in my thinking.

9 Q Sorry.

10 A Go ahead, I'm sorry.

11 Q Just to confirm. You weren't
12 involved in any way in the negotiations of
13 Amendment No. 2?

14 A No.

15 Q You had no role in the drafting?

16 A I -- Amendment No. 2 I don't think
17 so but I'm not sure.

18 Q As you sit here today, you recall
19 having no role whatsoever in Amendment No. 2; is
20 that fair?

21 A As I sit here today I think that's
22 true.

23 Q Now I thought you said in regard to
24 answering some questions from Mr. Normand on
25 Amendment No. 2 that the UNIX and UnixWare