

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORIX VENTURE FINANCE LLC		09/11/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CORNERSTONE ONDEMAND, INC. (FOMERLY, CYBERU, INC.)		
Street Address:	1601 CLOVERFIELD BLVD., SUITE 620		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2626792	CYBERU	
Serial Number:	76459297	CYBERU	
Registration Number:	2553588	EDUCATING THE WORLD	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-496-7543		
Email:	nbouch@wsgr.com		
Correspondent Name:	WSGR, C/o Nancy Bouch, Senior Paralegal		
Address Line 1:	650 PAGE MILL ROAD		
Address Line 2:	FH 2-1 / P10		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	23722.015		
NAME OF SUBMITTER:	Nancy Bouch		

CH \$90.00 2626792

Signature:

/s/Nancy Bouch

Date:

09/12/2007

Total Attachments: 6

source=IP Release ORIX#page1.tif

source=IP Release ORIX#page2.tif

source=IP Release ORIX#page3.tif

source=IP Release ORIX#page4.tif

source=IP Release ORIX#page5.tif

source=IP Release ORIX#page6.tif

TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (the "Termination and Release Agreement"), is made as of September 11, 2007, by ORIX Venture Finance LLC ("Secured Party"), in favor of Cornerstone OnDemand, Inc. (formerly, CyberU, Inc.), a Delaware corporation (together with its successors and assigns, the "Grantor").

RECITALS

A. Reference is made to the Loan and Security Agreement, dated as of June 29, 2004 (the "Loan and Security Agreement"), by and between Grantor and Secured Party and the Intellectual Property Security Agreement (the "IP Security Agreement" and together with the Loan and Security Agreement, the "Agreements"), by and between Grantor and Secured Party, whereby Grantor granted to Secured Party a security interest in Grantor's entire right, title and interest in all Intellectual Property of the Grantor (the "Collateral"). (Capitalized terms used herein have the meaning assigned in the Agreements.)

B. A Grant of Security Interest in Intellectual Property was recorded with the United States Patent and Trademark Office, Trademark Division, on August 11, 2004, at Reel/Frame 3024/0388 to evidence the security interest in trademarks and trademark applications granted under the Agreements.

C. A Grant of Security Interest in Intellectual Property was recorded with the United States Patent and Trademark Office, Patent Division, on August 11, 2004, at Reel/Frame 015661/0104 to evidence the security interest in patents and patent applications granted under the Agreements.

D. A Grant of Security Interest in Intellectual Property was recorded with the United States Copyright Office on August 11, 2004, at Document Number V3513D420 to evidence the security interest in copyrights granted under the Agreements.

E. Grantor has repaid in full and terminated its Obligations under the Loan and Security Agreement and as a result, Grantor has requested, and Secured Party has agreed, to release its security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party agrees as follows:

1. Secured Party hereby expressly confirms the termination and release to Grantor of its security interest in and to all Collateral, including, but not limited to:

(a) All trademarks and servicemarks listed on Schedule A attached hereto (collectively, the "Trademarks"), whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks;

(b) All patents and patent applications listed on Schedule B attached hereto (collectively, the "Patents"), and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same;

(c) Any and all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C attached hereto (collectively, the "Copyrights"), and all extensions and renewals thereof;

(d) All rights to recover for past or future infringement of any of the foregoing;

(e) All right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and

(f) All present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Secured Party authorizes and requests that the Register of Copyrights, the Commissioner for Patents and Trademarks, and any other government officer record this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination and Release Agreement as of the day and year first above written.

SECURED PARTY:

ORIX Venture Finance LLC



By: _____

Name: Christopher L. Smith

Title: Authorized Representative

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ (Application Number)</u>	<u>Registration/ (Application Date)</u>
United States		
“CyberU”	2,626,792	9/24/02
“CyberU”	(76459297)	(10/18/02)
“Educating the World”	2,553,588	3/26/02
European Community		
“CyberU”	1,664,747	5/18/00
Canada		
“Educating the World”	TMA572,876	12/30/02
“CyberU”	TMA572,875	12/30/02

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and Apparatus for Corporate Education System	6,587,668	7/01/03

SCHEDULE C

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Cornerstone Version 4.0		3/3/04
Online Training Center Version 1.0		3/3/04