

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM571180

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silicon Valley Bank		04/08/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cornerstone OnDemand, Inc		
<b>Street Address:</b>	1601 Cloverfield Blvd, Suite 620 South		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77637456	CORNERSTONE	
<b>Serial Number:</b>	77811745	EDUCATING THE WORLD	
<b>Serial Number:</b>	77753765	CONNECT.DEVELOP.PERFORM.	
<b>Serial Number:</b>	77753766	CONNECT.DEVELOP.PERFORM.	
<b>Serial Number:</b>	77598237	CYBERU	
<b>Serial Number:</b>	76459297	CYBERU	
<b>Serial Number:</b>	76617153	CORNERSTONE ONDEMAND	
<b>Serial Number:</b>	76617151	CORNERSTONE ONDEMAND	
<b>Serial Number:</b>	76617163	CORNERSTONE	
<b>Serial Number:</b>	75853199	CYBERU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-479-6865		
<b>Email:</b>	trademarks@cooley.com		
<b>Correspondent Name:</b>	Anthony J. Hajj		
<b>Address Line 1:</b>	1299 Pennsylvania Avenue NW, Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20004-2400		

CH \$265.00 77637456

<b>NAME OF SUBMITTER:</b>	Leanne M. Andrepont
<b>SIGNATURE:</b>	/Leanne M. Andrepont/
<b>DATE SIGNED:</b>	04/09/2020
<b>Total Attachments: 6</b> source=CSOD - SVB Release of Intellectual Property Security Interest#page1.tif source=CSOD - SVB Release of Intellectual Property Security Interest#page2.tif source=CSOD - SVB Release of Intellectual Property Security Interest#page3.tif source=CSOD - SVB Release of Intellectual Property Security Interest#page4.tif source=CSOD - SVB Release of Intellectual Property Security Interest#page5.tif source=CSOD - SVB Release of Intellectual Property Security Interest#page6.tif	

## RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Release of Intellectual Property Security Interest (this "**Release**") is made and effective as of April 8, 2020 and granted by SILICON VALLEY BANK ("**Bank**") in favor of CORNERSTONE ONDEMAND, INC. (the "**Grantor**").

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of August 20, 2010 (the "**Loan and Security Agreement**"), by and between the Grantor and Bank, the Grantor executed and delivered to Bank that certain Intellectual Property Security Agreement by and between the Grantor and Bank, dated as of August 20, 2010 (the "**IP Security Agreement**" and, together with the Loan and Security Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, the Grantor granted to Bank a security interest in and to all of the right, title and interest of the Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the (i) United States Patent and Trademark Office at (a) Reel 024933, Frame 0238 on September 2, 2010 and (b) Reel 004274, Frame 0357 on September 2, 2010 and (ii) United States Copyright Office at Volume 3593, Page 961 on September 3, 2010; and

WHEREAS, the Grantor has requested that Bank enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest Bank may have in the IP Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby states as follows:

1. Release of Security Interest. Bank and its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**IP Collateral**"):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(c) any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof ("**Copyrights**");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Bank has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SILICON VALLEY BANK

By: Andy Riggs  
Name:  
Title:

**SCHEDULE 1**

**PATENTS**

<b>Title</b>	<b>Patent Number</b>
Method and apparatus for a corporate education system	6587668

**SCHEDULE 2**  
**TRADEMARKS**

<b>Mark</b>	<b>Application Number</b>	<b>Registration Number</b>
CORNERSTONE	77637456	3826881
EDUCATING THE WORLD	77811745	3771161
CONNECT.DEVELOP.PERFORM	77753765	
CONNECT.DEVELOP.PERFORM	77753766	
CYBERU	77598237	3748299
CYBERU	76459297	2870910
CORNERSTONE ONDEMAND	76617153	3542317
CORNERSTONE ONDEMAND	76617151	3486739
CORNERSTONE	76617163	3235553
CYBERU	75853199	2626792

**SCHEDULE 3**  
**COPYRIGHTS**

<b>Title</b>	<b>Registration Number</b>
Online training center	TX0005970269
Cornerstone : [version 4.0]	TX0005947148