

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saba Software, Inc.		04/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2219147	CENTRA	
Registration Number:	2954842	CENTRA	
Registration Number:	2576553	EXAMSDIRECT	
Registration Number:	4845039	LEARNING@WORK	
Registration Number:	2550746	PEDAGOGUE	
Registration Number:	1632242	PEDAGOGUE	
Registration Number:	2525714	S	
Registration Number:	4774127		
Registration Number:	4847082	SABA	
Registration Number:	2580591	SABA	
Registration Number:	2672516	SABA.	
Registration Number:	2561557	SABA	
Registration Number:	3667164	SABA	
Registration Number:	2635901	SABA	
Registration Number:	2782150	SABA	
Registration Number:	4254701	SABA PEOPLE CLOUD	
Registration Number:	2545628	SABA SOFTWARE	
CORRESPONDENCE DATA			

OP \$440.00 2219147

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	036608-0148
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	04/22/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of April 22, 2020 (this “Agreement”), among CORNERSTONE ONDEMAND, INC., SABA SOFTWARE, INC. (each, a “Grantor”) and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the Secured Parties (in such capacity and together with successors in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of April 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CORNERSTONE ONDEMAND, INC., a Delaware corporation (“Borrower”), the Lenders party thereto, the Issuing Banks party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent, and (b) the Collateral Agreement dated as of April 22, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of all Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature

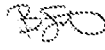
page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

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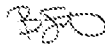
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CORNERSTONE ONDEMAND, INC.,
as a Grantor

By: 


Name: Brian Swartz
Title: Chief Financial Officer

SABA SOFTWARE, INC.,
as a Grantor

By: 





Name: Brian Swartz
Title: Treasurer

**MORGAN STANLEY SENIOR FUNDING,
INC.,**
as Collateral Agent

By: 
Name: Brian Sanderson
Title: Authorized Signatory

Schedule I

I. Trademark Registrations

Trademark	Registration Number	Owner
Centra	2219147	Saba Software, Inc.
Centra	2954842	Saba Software, Inc.
Examsdirect	2576553	Saba Software, Inc.
Learning (@) work	4845039	Saba Software, Inc.
Pedagogue	2550746	Saba Software, Inc.
Pedagogue	1632242	Saba Software, Inc.
S Design (the Saba 'S' Logo) 	2525714	Saba Software, Inc.
S Logo standalone (Green/blue) 	4774127	Saba Software, Inc.
S SABA Logo (Green/blue) 	4847082	Saba Software, Inc.
SABA	2580591	Saba Software, Inc.
SABA.	2672516	Saba Software, Inc.
SABA	2561557	Saba Software, Inc.
SABA	3667164	Saba Software, Inc.
SABA	2635901	Saba Software, Inc.
Saba including S Design 	2782150	Saba Software, Inc.
Saba People Cloud	4254701	Saba Software, Inc.
Saba Software	2545628	Saba Software, Inc.
CORNERSTONE	3235553	Cornerstone OnDemand, Inc.
CORNERSTONE	3826881	Cornerstone OnDemand, Inc.
CORNERSTONE EDGE	5034649	Cornerstone OnDemand, Inc.
CORNERSTONE ENGAGE	5638399	Cornerstone OnDemand, Inc.
CORNERSTONE FOCUS	5465011	Cornerstone OnDemand, Inc.
CORNERSTONE HR	5646437	Cornerstone OnDemand, Inc.
CORNERSTONE HR	5646438	Cornerstone OnDemand, Inc.
CORNERSTONE INSIGHTS	5034650	Cornerstone OnDemand, Inc.
CORNERSTONE ONDEMAND	3486739	Cornerstone OnDemand, Inc.
CORNERSTONE ONDEMAND	3542317	Cornerstone OnDemand, Inc.
CORNERSTONE VIEW	5106038	Cornerstone OnDemand, Inc.
CYBERU	2626792	Cornerstone OnDemand, Inc.
CYBERU	2870910	Cornerstone OnDemand, Inc.
CYBERU	3748299	Cornerstone OnDemand, Inc.

Trademark	Registration Number	Owner
EDUCATING THE WORLD	3771161	Cornerstone OnDemand, Inc.
EXTENDED ENTERPRISE CLOUD	4718247	Cornerstone OnDemand, Inc.
PERFORMANCE CLOUD	4714153	Cornerstone OnDemand, Inc.
PIIQ	5795193	Cornerstone OnDemand, Inc.

II. Trademark Applications

Trademark	Serial / Application Number	Owner
CONTENT ANYTIME	88588688	Cornerstone OnDemand, Inc.