

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saba Software, Inc.		10/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	Gateway Village-900 Building, NC1-026-06-09 (MacLegal), 900 W Trade St		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2954842	CENTRA	
Registration Number:	2219147	CENTRA	
Registration Number:	4774127		
Registration Number:	2576553	EXAMSDIRECT	
Registration Number:	4845039	LEARNING@WORK	
Registration Number:	2550746	PEDAGOGUE	
Registration Number:	1632242	PEDAGOGUE	
Registration Number:	2525714	S	
Registration Number:	4847082	SABA	
Registration Number:	3667164	SABA	
Registration Number:	2561557	SABA	
Registration Number:	2635901	SABA	
Registration Number:	2782150	SABA	
Registration Number:	2580591	SABA	
Registration Number:	4254701	SABA PEOPLE CLOUD	
Registration Number:	2545628	SABA SOFTWARE	
Registration Number:	2672516	SABA.	
CORRESPONDENCE DATA			

OP \$440.00 2954842

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:	030205-0485
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	10/15/2021

Total Attachments: 14

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of October 15, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Bank of America, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Sunshine Software Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”), Cornerstone OnDemand, Inc., a Delaware corporation (the “Borrower”), and Sunshine Software Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), have entered into the Second Lien Credit Agreement, dated as of October 15, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Bank of America, N.A., as Administrative Agent, Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of October 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations, hereby collaterally assigns (excluding Intellectual Property Collateral for which no assignment is made) and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the “Collateral”):

a. all patents, patent applications, utility models, statutory invention registrations, including, without limitation, those set forth in Schedule A hereto, and all inventions claimed or disclosed therein and all improvements thereto (the “Patents”);

b. all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together, in each case, with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this IP Security Agreement and the transactions contemplated hereby, shall be deemed to include electronic signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(c) Sections 10.15(b) (Submission to Jurisdiction), 10.15(c) (Waiver of Venue), and 10.16 (Service of Process) of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.

G. Intercreditor Agreement. Notwithstanding any provision to the contrary in this IP Security Agreement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement), in the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.11 of the Credit Agreement) and this IP Security Agreement, the provisions of such First Lien/Second Lien Intercreditor Agreement or such other intercreditor agreement, as applicable, shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CORNERSTONE ONDEMAND, INC.

By: _____
Name: Philip Saunders
Title: Chief Executive Officer

SABA SOFTWARE, INC.

By: _____
Name: Adam Weiss
Title: Secretary

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CORNERSTONE ONDEMAND, INC.

By: _____
Name: Philip Saunders
Title: Chief Executive Officer

SABA SOFTWARE, INC.

By: Adam Weiss
Name: Adam Weiss
Title: Secretary

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Priscilla Rufin
Title: AVP

**Schedule A to the
IP Security Agreement**

U.S. Patents

Title	Country	Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Current Owner	Status
Methods and Systems for Providing an Interactive Visualization Tool for Retention Risk Analysis	U.S.A.	17096252	12-NOV-2020	Cornerstone OnDemand, Inc.	Pending
Graphical User Interfaces to Manage Company Employee Networks	U.S.A.	20180300689 15966311	18-OCT-2018 30-APR-2018	Cornerstone OnDemand, Inc.	Pending
Method and Apparatus for a Corporate Education System	U.S.A.	6587668 09846602	01-JUL-2003 30-APR-2001	Cornerstone OnDemand, Inc.	Issued
Method and Apparatus for a Business Applications Server	U.S.A.	7089583 20020049603 09759497	08-AUG-2006 25-APR-2002 12-JAN-2001	Saba Software, Inc.	Issued
Method and Apparatus for a Business Applications Server Management System Platform	U.S.A.	7072934 20020049749 09760068	04-JUL-2006 25-APR-2002 12-JAN-2001	Saba Software, Inc.	Issued
Method and Apparatus for an Improved Security System Mechanism in a Business Applications Management System Platform	U.S.A.	6850893 20020120859 09759062	01-FEB-2005 29-AUG-2002 12-JAN-2001	Saba Software, Inc.	Issued
Method and Apparatus for an Information Server	U.S.A.	6721747 20020073080 09760432	13-APR-2004 13-JUN-2002 12-JAN-2001	Saba Software, Inc.	Issued
Method and Apparatus for Managing Data Exchange Among Systems in a Network	U.S.A.	6643652 20020073236 09759678	04-NOV-2003 13-JUN-2002 12-JAN-2001	Saba Software, Inc.	Issued
Method and System for Automatically Prescribing Performance Goals to Users in a Human Resources Environment	U.S.A.	10332044 11214760	26-JUN-2019 29-AUG-2005	Saba Software, Inc.	Issued
Method and System for Controlling Data Access to Organizational Data Maintained in Hierarchical	U.S.A.	8793489 20130232539 13410157	29-JUL-2014 05-SEP-2013 01-MAR-2012	Saba Software, Inc.	Issued





Title	Country	Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Current Owner	Status
Method and System for Interfacing with a Back End Server Application Through a Messaging Environment	U.S.A.	8756225 11143975	17-JUN-2014 31-MAY-2005	Saba Software, Inc.	Issued
Method and System for Managing a Virtual Meeting	U.S.A.	8972869 12895709	03-MAR-2015 30-SEP-2010	Saba Software, Inc.	Issued
Method and System for Managing a Virtual Meeting	U.S.A.	9817912 201.50244749 14635987	14-NOV-2017 27-AUG-2015 02-MAR-2015	Saba Software, Inc.	Issued
Method and System for Sharing Content	U.S.A.	9256695 12895741	09-FEB-2016 30-SEP-2010	Saba Software, Inc.	Issued
Method and System for Synchronizing and Serving Multimedia In a Distributed Network	U.S.A.	7240094 20020065926 09939931	03-JUL-2007 30-MAY-2002 27-AUG-2001	Saba Software, Inc.	Issued
Method and System for Unified Human Capital Management	U.S.A.	10796342 12542601	06-OCT-2020 17-AUG-2009	Saba Software, Inc.	Issued
Methods and Apparatus for Analyzing a Social Network	U.S.A.	8812958 20130212479 13423103	19-AUG-2014 15-AUG-2013 16-MAR-2012	Saba Software, Inc.	Issued
Network-Based Human-Mediated Exchange of Information	U.S.A.	6434549 09458836	13-AUG-2002 13-DEC-1999	Saba Software, Inc.	Issued
System and Method for Playing Web-Based Training Content on a Client Computer System	U.S.A.	8684748 11499138	01-APR-2014 03-AUG-2006	Saba Software, Inc.	Issued
System and Method for Playing Web-Based Training Content on a Client Computer System	U.S.A.	9531794 20140330882 14242511	27-DEC-2016 06-NOV-2014 01-APR-2014	Saba Software, Inc.	Issued

Schedule B to the
IP Security Agreement

U.S. Federal Trademark Registrations and Applications

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
CONTENT ANYTIME	U.S.A.	88588688 22-AUG-2019		CORNERSTONE ONDEMAND, INC.	Pending
CORNERSTONE	U.S.A.	77637456 20-DEC-2008	3826881 03-AUG-2010	CORNERSTONE ONDEMAND, INC.	Registered
CORNERSTONE	U.S.A.	76617163 21-OCT-2004	3235553 01-MAY-2007	CORNERSTONE ONDEMAND, INC.	Registered
CORNERSTONE EDGE	U.S.A.	86723264 12-AUG-2015	5034649 06-SEP-2016	CORNERSTONE ONDEMAND, INC.	Registered
CORNERSTONE ENGAGE	U.S.A.	87105888 15-JUL-2016	5638399 25-DEC-2018	CORNERSTONE ONDEMAND, INC.	Registered
CORNERSTONE FOCUS	U.S.A.	86867896 07-JAN-2016	5465011 08-MAY-2018	CORNERSTONE ONDEMAND, INC.	Registered
CORNERSTONE HR	U.S.A.	87677303 08-NOV-2017	5646437 08-JAN-2019	CORNERSTONE ONDEMAND, INC.	Registered
CORNERSTONE HR	U.S.A.	87677310 08-NOV-2017	5646438 08-JAN-2019	CORNERSTONE ONDEMAND, INC.	Registered
CORNERSTONE INSIGHTS	U.S.A.	86723266 12-AUG-2015	5034650 06-SEP-2016	CORNERSTONE ONDEMAND, INC.	Registered
CORNERSTONE LEARN	U.S.A.	87835457 15-MAR-2018	6341941 04-MAY-2021	CORNERSTONE ONDEMAND, INC.	Registered
CORNERSTONE ONDEMAND	U.S.A.	76617151 21-OCT-2004	3486739 19-AUG-2008	CORNERSTONE ONDEMAND, INC.	Registered
CORNERSTONE ONDEMAND	U.S.A.	76617153 21-OCT-2004	3542317 09-DEC-2008	CORNERSTONE ONDEMAND, INC.	Registered

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
CORNERSTONE PERFORM	U.S.A.	87835541 15-MAR-2018	6456050 17-AUG-2021	CORNERSTONE ONDEMAND, INC.	Registered
CORNERSTONE UNBOUND	U.S.A.	90154345 02-SEP-2020	6452126 17-AUG-2021	CORNERSTONE ONDEMAND, INC.	Registered
CORNERSTONE VIEW	U.S.A.	86723268 12-AUG-2015	5106038 20-DEC-2016	CORNERSTONE ONDEMAND, INC.	Registered
CYBERU	U.S.A.	77598237 22-OCT-2008	3748299 16-FEB-2010	CORNERSTONE ONDEMAND, INC.	Registered
CYBERU	U.S.A.	76459297 18-OCT-2002	2870910 10-AUG-2004	CORNERSTONE ONDEMAND, INC.	Registered
CYBERU	U.S.A.	75853199 18-NOV-1999	2626792 24-SEP-2002	CORNERSTONE ONDEMAND, INC.	Registered
DNA	U.S.A.	88671209 28-OCT-2019	6494029 21-SEP-2021	CORNERSTONE ONDEMAND, INC.	Registered
EDUCATING THE WORLD	U.S.A.	77811745 24-AUG-2009	3771161 06-APR-2010	CORNERSTONE ONDEMAND, INC.	Registered
EXTENDED ENTERPRISE CLOUD	U.S.A.	85657715 21-JUN-2012	4718247 07-APR-2015	CORNERSTONE ONDEMAND, INC.	Registered
PERFORMANCE CLOUD	U.S.A.	85658147 21-JUN-2012	4714153 31-MAR-2015	CORNERSTONE ONDEMAND, INC.	Registered
PIIQ	U.S.A.	87659912 25-OCT-2017	5795193 02-JUL-2019	CORNERSTONE ONDEMAND, INC.	Registered
UNBOUND	U.S.A.	90154376 02-SEP-2020	6452127 17-AUG-2021	CORNERSTONE ONDEMAND, INC.	Registered
CENTRA	U.S.A.	78319560 28-OCT-2003	2954842 24-MAY-2005	SABA SOFTWARE, INC.	Registered
CENTRA	U.S.A.	74665958	2219147	SABA SOFTWARE, INC.	Registered

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
	U.S.A.	86322027 26-JUN-2014	4774127 14-JUL-2015	SABA SOFTWARE, INC.	Registered
EXAMSDIRECT	U.S.A.	75866480 07-DEC-1999	2576553 04-JUN-2002	SABA SOFTWARE, INC.	Registered
LEARNING@WORK	U.S.A.	86570949 20-MAR-2015	4845039 03-NOV-2015	SABA SOFTWARE, INC.	Registered
PEDAGOGUE	U.S.A.	75863165 03-DEC-1999	2550746 19-MAR-2002	SABA SOFTWARE, INC.	Registered
PEDAGOGUE	U.S.A.	74050434 18-APR-1990	1632242 22-JAN-1991	SABA SOFTWARE, INC.	Registered
	U.S.A.	75739164 29-JUN-1999	2525714 01-JAN-2002	SABA SOFTWARE, INC.	Registered
SABA 	U.S.A.	86322031 26-JUN-2014	4847082 03-NOV-2015	SABA SOFTWARE, INC.	Registered
SABA	U.S.A.	77152331 09-APR-2007	3667164 11-AUG-2009	SABA SOFTWARE, INC.	Registered
SABA	U.S.A.	76182052 14-DEC-2000	2561557 16-APR-2002	SABA SOFTWARE, INC.	Registered
SABA	U.S.A.	75738755 29-JUN-1999	2635901 15-OCT-2002	SABA SOFTWARE, INC.	Registered
SABA 	U.S.A.	75739163 29-JUN-1999	2782150 11-NOV-2003	SABA SOFTWARE, INC.	Registered
SABA	U.S.A.	75625532 22-JAN-1999	2580591 18-JUN-2002	SABA SOFTWARE, INC.	Registered
SABA PEOPLE CLOUD	U.S.A.	85319816 12-MAY-2011	4254701 04-DEC-2012	SABA SOFTWARE, INC.	Registered

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
SABA SOFTWARE	U.S.A.	75626315 22-JAN-1999	2545628 12-MAR-2002	SABA SOFTWARE, INC.	Registered
SABA.	U.S.A.	75738762 29-JUN-1999	2672516 07-JAN-2003	SABA SOFTWARE, INC.	Registered

**Schedule C to the
IP Security Agreement**

U.S. Copyright Registrations

Copyright	Reg. No.	Reg. Date	Author(s)	Current Owner	Status
The Intelligent Mentor	VA0001928618	24-SEP-2014	Saba Software, Inc., Employer for Hire	Saba Software, Inc.	Registered
Cornerstone : [version 4.0]	TX0005947148	09-MAR-2004		CyberU, Inc. (now known as Cornerstone OnDemand, Inc.)	Registered.
Online training center	TX0005970269	09-MAR-2004		CyberU, Inc. (now known as Cornerstone OnDemand, Inc.)	Registered.