

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Amedica Corporation/US Spine, Inc.	01/20/2011
RECEIVING PARTY DATA	
Name:	Evgeny I. Rivin
Street Address:	4227 Foxpointe Drive
City:	West Bloomfield
State/Country:	MICHIGAN
Postal Code:	48323
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7235103
CORRESPONDENCE DATA	
Fax Number:	(248)647-5210
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	EIR-10480/03
NAME OF SUBMITTER:	Allen M. Krass
Total Attachments: 1 source=Agreement.for.Reassignment.PN7235103#page1.tif	

OP \$40.00 7235103

AGREEMENT FOR THE REASSIGNMENT OF INTELLECTUAL PROPERTY

This AGREEMENT FOR THE REASSIGNMENT OF INTELLECTUAL PROPERTY (the "Agreement") is entered into and effective as of the 20th day of January, 2011 (the "Effective Date") by and among Evgeny (Eugene) I. Rivin, PhD ("Rivin") whose address is 4227 Foxpointe Drive, West Bloomfield, MI 48323 and US Spine, Inc. ("USS"), a Delaware company whose address is that of its acquiring company Amedica Corporation ("Amedica"), also a party to this Agreement, which is 1885 West 2100 South, Salt Lake City, UT 84119. Each of Rivin, USS, and Amedica may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Rivin and USS entered into an Assignment Agreement dated August 1, 2008 (the "Assignment Agreement"), which provided for, *inter alia*, the assignment of US Patent No. 7,235,103 (the "Patent") from Rivin to USS;

WHEREAS, the Assignment Agreement contains a provision for early termination of the Agreement and reassignment of the Patent to Rivin in the event of certain conditions precedent, specifically non-payment of certain minimum payments; and

WHEREAS, the required conditions precedent have been met and the Parties wish to invoke Section 4 and Section 8(b)(iii) of the Assignment Agreement and reassign the Patent pursuant thereto.

NOW THEREFORE, Rivin, USS, and Amedica in its capacity of successor to USS's obligations under the Assignment Agreement agree as follows:

TERMS AND PROVISIONS

1.1 Pursuant to Section 4 of the Assignment Agreement, USS and Amedica wish to reassign the Patent to Rivin and relinquish all right, title, and interest to the Patent which were assigned in the Assignment Agreement. Such reassignment is permitted in light of USS's failure to make the minimum payment of \$50,000 due on or before December 31, 2010 detailed in Section 4. Accordingly, the Patent is hereby reassigned in its entirety to Rivin.

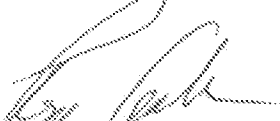
1.2 The Parties agree that the Assignment Agreement is terminated as of the Effective Date of this Agreement and only those provisions which expressly survive the termination of the Assignment Agreement shall remain in effect.

1.3 This Agreement may be executed in multiple counterparts, each of which is considered an original for any and all purposes, including counterparts which bear facsimile or electronic signatures.

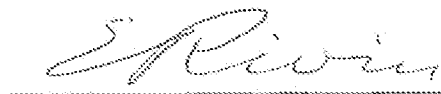
WHEREFORE, the Parties have executed this Agreement as of the Effective Date and as evidenced by the signatures of their authorized representatives below.

AMEDICA CORPORATION/US SPINE, INC.

EVGENY I. RIVIN, PhD



Reyn Gaffacher, Chief Financial Officer



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