

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Zions First National Bank	12/17/2012
RECEIVING PARTY DATA	
Name:	Amedica Corporation
Street Address:	1885 West 2100, South
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84119
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	6790233
Patent Number:	6846327
Patent Number:	6881229
Patent Number:	7666229
Patent Number:	6994727
Patent Number:	6355067
Patent Number:	5876460
Application Number:	11020424
Application Number:	12583940
Application Number:	11149627
Application Number:	11858016
Application Number:	11223376
Application Number:	11203047
Application Number:	11307681
CORRESPONDENCE DATA	

502166963

PATENT
 REEL: 029490 FRAME: 0208

OP \$560.00 6790233

Fax Number: 2147581550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: sasmith@pattonboggs.com

Correspondent Name: Megan Carter

Address Line 1: 2000 McKinney Ave.

Address Line 2: Suite 1700

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

026674.0103

NAME OF SUBMITTER:

Megan Carter

Total Attachments: 22

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”) is made this 17th day of December 2012, by Zions First National Bank (in such capacity “Lender”).

WHEREAS, reference is made to that certain Security Agreement, dated as of April 7, 2010, by Amedica Corporation (“Grantor”) and Lender.

WHEREAS, in connection with the Security Agreement, the Grantor granted Lender, a continuing security interest in all of the right, title and interest of Grantor in and to the intellectual property collateral identified therein (the “IP Collateral”).

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office, a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby irrevocably and forever releases, terminates, re-assigns and discharges any and all of its security interests in and to the IP Collateral including, without limitation, the trademarks and patents described in the schedules attached to the Security Agreement attached as Exhibit A hereto. Further, Lender understands and agrees that that this Release may be recorded by or for the Grantor with the United States Patent and Trademark Office and any other similar office or agency throughout the world. Lender also agrees, solely at the expense of the Grantor, to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflicts of law principles.

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed by its authorized officer as of the day and year first written above.

ZIONS FIRST NATIONAL BANK

By: Thomas C. Etzel
Name: Thomas C. Etzel
Title: Senior Vice President

EXHIBIT A

Security Agreement

(see attached)

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMEDICA CORPORATION		04/07/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ZIONS FIRST NATIONAL BANK		
Street Address:	One South Main, Suite 200		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	Financial Institution: UTAH		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3261479	ALTIA	
Registration Number:	3274941	AMEDICA	
Registration Number:	3584131	AMEDICA	
Registration Number:	3658786	AWL-IN-ONE	
Serial Number:	78904337	CSC	
Registration Number:	3418806	INFINIA	
Registration Number:	3738276	MC2	
Serial Number:	77383643	RETHINK WHAT'S POSSIBLE	
Registration Number:	3584130		
Registration Number:	3640226	VALEO	
CORRESPONDENCE DATA			
Fax Number:	(801)799-5700		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	801-799-5800		

CH \$265.00 3261479

900159420

TRADEMARK
 REEL: 004183 FRAME: 0910

PATENT
 REEL: 029490 FRAME: 0213

Email: pastivers@hollandhart.com
Correspondent Name: Joanna L. Radmall, HOLLAND & HART LLP
Address Line 1: 60 E. South Temple, Suite 2000
Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	17173.0064
NAME OF SUBMITTER:	Joanna L. Radmall
Signature:	/Joanna L. Radmall/
Date:	04/12/2010

Total Attachments: 17

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TRADEMARK
REEL: 004183 FRAME: 0911

PATENT
REEL: 029490 FRAME: 0214

SECURITY AGREEMENT (Intellectual Property)

This Security Agreement (the "Security Agreement") is made between Amedica Corporation ("Borrower"), a Delaware corporation, and Zions First National Bank ("Lender") pursuant to an Amended and Restated Loan Agreement between Lender and Borrower dated April 7, 2010 (the "Restated Loan Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Restated Loan Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the Uniform Commercial Code which are used herein shall have the meanings set forth in the Uniform Commercial Code, except as expressly defined otherwise. As used herein, the term:

"Collateral" means the collateral described in Section 2, Grant of Security Interest.

"Default Rate" means the default interest rate provided in the Promissory Notes.

"Intellectual Property" shall have the meaning set forth in Section 2, Grant of Security Interest.

"Liquidation Costs" means the reasonable costs and out of pocket expenses incurred by Lender in obtaining possession of any Collateral, in storage and preparation for sale, lease or other disposition of any Collateral, in the sale, lease, or other disposition of any or all of the Collateral, and/or otherwise incurred in foreclosing on any of the Collateral, including, without limitation, (a) reasonable attorneys fees and legal expenses, (b) transportation and storage costs, (c) advertising costs, (d) sale commissions, (e) sales tax and license fees, (f) costs for improving or repairing any of the Collateral, and (g) costs for preservation and protection of any of the Collateral.

"Patents" shall have the meaning set forth in Section 2, Grant of Security Interest.

"Permitted Encumbrances" means (i) liens for taxes and assessments not yet due and payable or, if due and payable, those being contested in good faith by appropriate proceedings and for which appropriate reserves are maintained, (ii) security interests and liens created by the Loan Documents, (iii) the security interests, securing the debt outstanding as of the date of this Security Agreement, granted by Borrower in favor of Revco Leasing Company identified by Borrower in applying for the Loan, and (iv) security interests and liens authorized in writing by Lender.

"Trademarks" shall have the meaning set forth in Section 2, Grant of Security Interest.

"Uniform Commercial Code" means the Uniform Commercial Code as adopted now or in the future in the State of Utah.

2. Grant of Security Interest.

a. Patents. Borrower hereby grants to Lender a security interest in all right, title and interest of Borrower in and to the patent applications and patents listed on the Schedule of Patents hereto, which is incorporated herein by reference, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "Patents").

b. Trademarks. Borrower hereby grants to Lender a security interest in all right, title and interest of Borrower in and to the trademark applications and trademarks listed on the Schedule of Trademarks hereto, which is incorporated herein by reference, including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively, the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

c. Intellectual Property. Borrower hereby grants to Lender a security interest in all general intangibles of Borrower, presently existing or hereafter created, including general intangibles as defined in the Uniform Commercial Code, trademarks, service marks, business names, and goodwill relating thereto, copyrights (including, without limitation, copyrights for computer programs), whether or not published, unpatented inventions (whether or not patentable), patents, patent applications, all internet domain names and addresses, license agreements relating to any of the foregoing and all royalties and other income therefrom, books, records, computer tapes, disks and drives, flow diagrams, specification sheets, source codes, object codes, and all other physical manifestations of the foregoing, the right to sue for all past, present and future infringements of the foregoing, any and all claims for damages relating thereto, all rents, profits and issues thereof, and all proceeds thereof (collectively, the "Intellectual Property").

(The Patents, Trademarks, and Intellectual Property are collectively referred to herein as the "Collateral".)

Borrower and Lender acknowledge their mutual intentions that the security interests contemplated herein are given as a contemporaneous exchange for new value to Borrower from Lender, regardless of when advances to Borrower from Lender are actually made or when the Collateral is created or acquired.

3. Debts Secured. The security interest granted by this Security Agreement shall secure all of Borrower's present and future debts, obligations, and liabilities of whatever nature to Lender, including, without limitation, (a) the Promissory Note (Amortizing Term Loan) in favor of Lender dated April 7, 2010, in the original principal amount of seven million five hundred thousand dollars (\$7,500,000.00), and all renewals, extensions, modifications and replacements thereof (including any which increase the original principal amount), (b) the Promissory Note (Revolving Line of Credit) in favor of Lender dated April 7, 2010, in the original principal amount of two million five hundred thousand dollars (\$2,500,000.00), and all

renewals, extensions, modifications and replacements thereof (including any which increase the original principal amount), (c) all obligations of Borrower arising from or relating to the Loan Documents, including, without limitation, this Security Agreement, (d) advances of the same kind and quality or relating to this transaction, (e) transactions in which the documents evidencing the indebtedness refer to this grant of security interest as providing security therefor, and (f) all overdrafts on any account of Borrower maintained with Lender, now existing or hereafter arising.

Borrower and Lender expressly acknowledge their mutual intent that the security interests created by this Security Agreement secure any and all present and future debts, obligations, and liabilities of Borrower to Lender without any limitation whatsoever.

4. Location of Borrower and Collateral. Borrower represents and warrants that:

a. Borrower is a corporation organized under the laws of the State of Delaware.

b. The complete and exact name of Borrower is Amedica Corporation.

c. The organizational identification number, if any, assigned to Borrower by Borrower's state of organization is 2692714.

d. During the five (5) years preceding the date of this Security Agreement:

(i) Borrower has not been known by nor used any legal, fictitious or trade name, except Amedica Corp.;

(ii) Borrower has not changed its name in any respect, except Borrower changed its name in 2004 from Amedica Corp. to Amedica Corporation;

(iii) Borrower has not been the surviving entity of a merger or consolidation; and

(iv) Borrower has not acquired all or substantially all of the assets of any person or entity.

e. Borrower's chief executive office is located at 1855 West 2100 South, Salt Lake City, Utah 84119.

f. During the five (5) years preceding the date of this Security Agreement, there has not been any change in any of the above locations.

Borrower agrees that it will not change its state of incorporation, any of the above locations or create any new locations for such matters without giving Lender at least thirty (30) days prior written notice thereof.

5. Representations and Warranties Concerning Collateral. Borrower represents and warrants that:

- a. Borrower is the sole owner of the Collateral.
- b. The Collateral is not subject to any license, security interest, lien, assignment, or other encumbrance of any nature whatsoever except for nonexclusive licenses granted in the ordinary course of business and Permitted Encumbrances.
- c. All information set forth in the Schedules attached hereto is correct, accurate, and complete.
- d. Each of the Patents is valid and enforceable. No claim has been made that the use of any of the Patents violates or may violate the rights of any person or entity. Borrower has used proper statutory notice in connection with all uses of the Patents.
- e. Each of the Trademarks is valid and enforceable. No claim has been made that the use of any of the Trademarks violates or may violate the rights of any person or entity. Borrower has used proper statutory notice in connection with all uses of the Trademarks. Borrower has used consistent standards of quality in the manufacture of products and in providing services sold under the Trademarks.
- f. Except as set forth on the attached Schedule of Patents and Schedule of Trademarks, Borrower has no right, title, or interest in, or license to use, any patents, patent applications, unpatented inventions, trademarks, or copyrights which are material to the operation and conduct of Borrower's business as presently operated and conducted and as anticipated to be operated and conducted.

6. Covenants Concerning Collateral. Borrower covenants that:

- a. Borrower will keep the Collateral free and clear of any and all security interests, liens, assignments or other encumbrances and licenses, except nonexclusive licenses granted in the ordinary course of business and Permitted Encumbrances.
- b. Borrower hereby authorizes Lender to file UCC Financing Statements concerning the Collateral. Borrower agrees to execute and deliver any documents (properly endorsed, if necessary) reasonably requested by Lender for perfection or enforcement of any security interest or lien, and to give good faith, diligent cooperation to Lender, and to perform such other acts reasonably requested by Lender for perfection and enforcement of any security interest or lien. Lender is authorized to file, record, or otherwise utilize such documents as it deems necessary to perfect and/or enforce any security interest or lien granted hereunder.
- c. Borrower shall promptly advise Lender of any material change in the Collateral, any material claim concerning the Collateral, including without limitation, the development of any new Collateral or any modification to the Collateral, any claim of infringement, any claim challenging the validity or enforceability of any Collateral, and any other event which may have a material, adverse effect upon any of the Collateral and/or the rights and remedies of Lender concerning the Collateral.
- d. Borrower shall promptly apply for a patent for all new inventions which are patentable with the United States Patent and Trademark Office and promptly advise Lender

of the filing of the application for such patent. Borrower shall use proper statutory notice in connection with all uses of the Patents.

e. Borrower shall promptly register all new trademarks which are eligible for registration with the United States Patent and Trademark Office and promptly advise Lender of the filing of the application for such registration. Borrower shall use proper statutory notice in connection with all uses of the Trademarks. Borrower shall use consistent standards of quality in the manufacture of products and in providing services sold under the Trademarks.

7. Patent Provisions. So long as any obligations secured by this Security Agreement are outstanding and unpaid, if Borrower shall obtain any rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patents or any improvement on any Patent, this Security Agreement shall automatically apply thereto and Borrower shall give Lender prompt notice thereof in writing.

Borrower hereby authorizes Lender to modify this Security Agreement by amending the Schedule of Patents to include any future patents and patent applications of Borrower.

Borrower shall have the duty, through counsel acceptable to Lender, to prosecute diligently any patent applications currently pending or hereafter filed, to make application on unpatented but patentable inventions, and to preserve and maintain all rights in patent applications and patents, including, without limitation, payment of all maintenance fees. Any expenses incurred in connection with such actions shall be paid by Borrower. Borrower shall not abandon any right to file a patent application, any pending patent application, or any patent without the written consent of Lender.

So long as no event of default has occurred under this Security Agreement, Borrower shall have the right, with the consent of Lender, to bring suit in its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject Lender to any risk of liability, to enforce the Patents and any licenses thereunder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Section 7.

8. Trademark Provisions. Borrower hereby grants Lender and its representatives the right to visit Borrower's offices, plants, and facilities to inspect products, materials, and quality control records relating to the Trademarks at reasonable times during regular business hours. Borrower shall do any and all acts requested by Lender to insure consistent standards of quality in the manufacture of products and in providing services sold under the Trademarks.

Borrower authorizes Lender to modify this Security Agreement by amending the Schedule of Trademarks to include any future trademarks and trademark applications of Borrower.

Borrower shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications currently pending or hereafter filed, to make federal application on unregistered but registerable Trademarks, to file and prosecute opposition and cancellation proceedings, and to do any and all acts which are necessary or desirable to preserve

and maintain all rights in the Trademarks, including, without limitation, filing declarations and renewals of registrations. Any expenses incurred in connection with such actions shall be paid by Borrower. Borrower shall not abandon any Trademark or application for registration of a Trademark without the written consent of Lender.

So long as no event of default has occurred under this Security Agreement, Borrower shall have the right, with the written consent of Lender, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to protect or enforce the Trademarks, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject Lender to any risk of liability. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Section 8.

9. Right to Perform for Borrower. Lender may, in its sole discretion and without any duty to do so, elect to discharge taxes, tax liens, security interests, or any other encumbrance upon the Collateral, perform any duty or obligation of Borrower, pay filing, recording, insurance and other charges payable by Borrower, or provide insurance as provided herein if Borrower fails to do so. Any such payments advanced by Lender shall be repaid by Borrower upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power (i) to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to preserve or protect the Collateral, or upon the occurrence of an Event of Default (as defined in the Restated Loan Agreement) use the Collateral, and (ii) upon the occurrence of an Event of Default to grant or issue any exclusive or nonexclusive license under the Collateral to any third person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any third person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable so long as any obligations secured hereby are outstanding and unpaid.

10. Default. Time is of the essence of this Security Agreement. The occurrence of any Event of Default shall constitute a default under this Security Agreement.

No course of dealing or any delay or failure to assert any default shall constitute a waiver of that default or of any prior or subsequent default.

11. Remedies. Upon the occurrence of an Event of Default, Lender shall have the following rights and remedies, in addition to all other rights and remedies existing at law, in equity, or by statute or provided in the Loan Documents:

a. Lender shall have all the rights and remedies available under the Uniform Commercial Code;

b. Lender shall have the right to enter upon any premises where the Collateral or records relating thereto may be and take possession of the Collateral and such records;

c. Upon request of Lender, Borrower shall, at the expense of Borrower, assemble the Collateral and records relating thereto at a place reasonably designated by Lender and tender the Collateral and such records to Lender;

d. Without notice to Borrower, Lender may obtain the appointment of a receiver of the business, property and assets of Borrower and Borrower hereby consents to the appointment of Lender or such person as Lender may designate as such receiver; and

e. Lender may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the Liquidation Costs, apply the remainder to pay, or to hold as a reserve against, the obligations secured by this Security Agreement.

Borrower shall be liable for all deficiencies owing on any obligations secured by this Security Agreement after liquidation of the Collateral. Lender shall not have any obligation to prepare any Collateral for sale, lease or other disposition.

The rights and remedies herein conferred are cumulative and not exclusive of any other rights and remedies and shall be in addition to every other right, power and remedy herein specifically granted or hereafter existing at law, in equity, or by statute which Lender might otherwise have, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient. No delay or omission in the exercise of any such right, power or remedy or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver thereof or of any default or to be an acquiescence therein.

Upon the occurrence of an Event of Default, Borrower agrees to pay all costs and expenses, including reasonable attorneys fees and legal expenses, incurred by or on behalf of Lender in enforcing, or exercising any remedies under, this Security Agreement, and any other rights and remedies. Additionally, Borrower agrees to pay all Liquidation Costs. Any and all such costs, expenses, and Liquidation Costs shall be payable by Borrower upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

Regardless of any breach or default, Borrower agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by Lender in any bankruptcy proceedings of any type involving Borrower, the Collateral, or this Security Agreement, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

12. Notices. All notices or demands by any party hereto shall be in writing and shall be sent as provided in the Restated Loan Agreement.

13. Indemnification. Borrower shall indemnify Lender for any and all claims and liabilities, and for damages which may be awarded or incurred by Lender, and for all reasonable

attorneys fees, legal expenses and other out-of-pocket expenses incurred in defending such claims, arising from or related in any manner to the negotiation, execution or performance by Lender of this Security Agreement, but excluding any such claims based upon breach or default by Lender or gross negligence or willful misconduct of Lender.

Lender shall have sole and complete control of the defense of any such claims. Lender is hereby authorized to settle or otherwise compromise any such claims as Lender in good faith determines shall be in its best interests.

14. General. This Security Agreement is made for the sole and exclusive benefit of Borrower and Lender and is not intended to benefit any third party. No such third party may claim any right or benefit or seek to enforce any term or provision of this Security Agreement.

In recognition of Lender's right to have all its attorneys fees and expenses incurred in connection with this Security Agreement secured by the Collateral, notwithstanding payment in full of the obligations secured by the Collateral, Lender shall not be required to release, reconvey, or terminate any security interest in the Collateral unless and until Borrower and any guarantors have executed and delivered to Lender general releases in form and substance reasonably satisfactory to Lender.

Lender and its officers, directors, employees, representatives, agents, and attorneys, shall not be liable to Borrower or any guarantor for consequential damages arising from or relating to any breach of contract, tort, or other wrong in connection with or relating to this Security Agreement or the Collateral.

If the incurring of any debt by Borrower or the payment of any money or transfer of property to Lender by or on behalf of Borrower or any guarantor should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "voidable transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and Lender is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of Lender's counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys fees of Lender related thereto, the liability of Borrower and any guarantor, and each of them, and this Security Agreement, shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

This Security Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

All references in this Security Agreement to the singular shall be deemed to include the plural if the context so requires and vice versa. References in the collective or conjunctive shall

also include the disjunctive unless the context otherwise clearly requires a different interpretation.

All agreements, representations, warranties and covenants made by Borrower shall survive the execution and delivery of this Security Agreement, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Lender contemplated by this Security Agreement is outstanding and unpaid, notwithstanding any termination of this Security Agreement. All agreements, representations, warranties and covenants in this Security Agreement shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

This Security Agreement, together with the Loan Documents, constitute the entire agreement between Borrower and Lender as to the subject matter hereof and may not be altered or amended except by written agreement signed by Borrower and Lender. All other prior and contemporaneous agreements, arrangements, and understandings between the parties hereto as to the subject matter hereof are, except as otherwise expressly provided herein, rescinded.

Dated: April 7, 2010

Lender:
Zions First National Bank

Borrower:
Amedica Corporation

By: 
Thomas C. Etzel
Senior Vice President

By: _____
Reyn Gallacher
Chief Financial Officer

also include the disjunctive unless the context otherwise clearly requires a different interpretation.

All agreements, representations, warranties and covenants made by Borrower shall survive the execution and delivery of this Security Agreement, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Lender contemplated by this Security Agreement is outstanding and unpaid, notwithstanding any termination of this Security Agreement. All agreements, representations, warranties and covenants in this Security Agreement shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

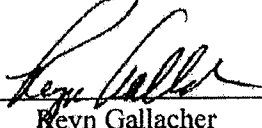
This Security Agreement, together with the Loan Documents, constitute the entire agreement between Borrower and Lender as to the subject matter hereof and may not be altered or amended except by written agreement signed by Borrower and Lender. All other prior and contemporaneous agreements, arrangements, and understandings between the parties hereto as to the subject matter hereof are, except as otherwise expressly provided herein, rescinded.

Dated: April 7, 2010

Lender:
Zions First National Bank

Borrower:
Amedica Corporation

By: _____
Thomas C. Etzel
Senior Vice President

By:  _____
Reyn Gallacher
Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

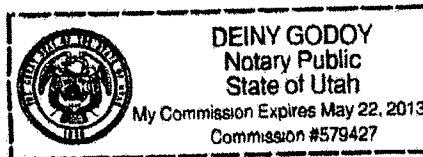
Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 8th day of April, 2010, personally appeared Reyn Gallacher to me known personally, and who, being by me duly sworn, deposes and says that he is the Chief Financial Offer of Amedica Corporation the Borrower in the foregoing Security Agreement (Intellectual Property), and that said instrument was signed and sealed on behalf of said Borrower, and said Reyn Gallacher acknowledged said instrument to be the free act and deed of said Borrower.

NOTARY PUBLIC

Residing at: 1710 S Redwood Rd, SL, UT 84104.

My Commission Expires:

May 22, 2013



SCHEDULE OF PATENTS

MINTZ DOCKET NO.	COUNTRY	TITLE	PATENT NO.	EXP. DATE	ASSIGNEE
35452-506/001	US	Radiolucent Spinal Fusion Cage	6,790,233	4/30/2022	AMEDICA CORPORATION
35452-507/001	US	Radiolucent Bone Graft	6,846,327	4/30/2022	ASMEDICA CORPORATION, A DELAWARE CORPORATION
35452-508/001	US	Metal-Ceramic Composite Articulation	6,881,229	6/13/2022	AMEDICA CORPORATION
35452-508/D01	US	Ceramic-Ceramic Articulation Surface Implants	7,666,229	6/13/2022	AMEDICA CORPORATION
35452-509/001	US	Total Disc Implant	6,994,727	12/15/2023	AMEDICA CORPORATION, A DELAWARE CORPORATION
35452-517/N01	US	Cemented Prosthetic Component and Placement Method	6,355,067	9/6/2016	AMEDICA CORPORATION
35452-517/001	US	Cemented Prosthetic Component and Placement Method	5,876,460	9/6/2016	AMEDICA CORPORATION
35452-507/001	EP	Radiolucent Bone Graft (Validated in France, Germany, Switzerland and UK)	1,389,978		
35452-517/001	EP	Cemented Prosthetic Component (Validated in Germany, Switzerland and UK)	1,023,009		
35452-517/001	AU	Cemented Prosthetic Component and Placement Method	755,174		
35452-517/001	CA	Cemented Prosthetic Component and Placement Method	2,304,677		
35452-517/001	JP	Cemented Prosthetic Component and Placement Method	4,081,535		

35452-517/001	KR	Cemented Prosthetic Component and Placement Method	638,949		
35452-517/D01	KR	Cemented Prosthetic Component	682,684		

PATENT APPLICATIONS

Mintz Docket No.	Country	Title	Application No.	Filing Date	Type	PUB. NO.	ASSIGNEE
35452-502/F01	US	Bone Fixation Plate with Anchor Retaining Member	12/008,920	1/14/2008		US20090182383	AMEDICA CORPORATION
35452-503	US	Provisional Locking Pedicle Screw System and Method	11/903,484	9/21/2007		US20090082812	AMEDICA CORPORATION
35452-506/002	US	Radiolucent Spinal Fusion Cage	10/941,620	9/14/2004		US20050049706	AMEDICA CORPORATION
35452-507/D01	EP	Radiolucent Bone Graft	9150116.3	1/6/2009	DIV		
35452-508/001	EP	Metal-Ceramic Composite Articulation	2759088.4	6/12/2002			
35452-508/002	US	Polymer-Ceramic Articulation	11/020,424	12/21/2004	CIP	US20050107888	AMEDICA CORPORATION
35452-508/C01	US	Ceramic-Ceramic Articulation Surface Implants	12/583,940	8/27/2009	CON	US20100049331	
35452-509/001	EP	Total Disc Implant	3814052.1	12/15/2003			
35452-509/001	JP	Total Disc Implant	2004-563624	12/15/2003			
35452-509/D01	JP	Total Disc Implant	2009-226518	12/15/2003	DIV		
35452-509/D01	US	Total Disc Implant	11/149,627	6/9/2005	DIV	US20050240273	AMEDICA CORPORATION
35452-509/D02	US	Total Disc Implant	11/858,016	9/19/2007	DIV	US20080033563	AMEDICA CORPORATION
35452-510/002	EP	Knee Prosthesis with Ceramic Tibial Component	6784429	5/18/2006			
35452-	JP	Knee Prosthesis	2008-	5/18/2006			

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Mintz Docket No.	Country	Title	Application No.	Filing Date	Type	PUB. NO.	ASSIGNEE
510/002		with Ceramic Tibial Component	513546				
35452- 510/003	US	Knee Prosthesis with Ceramic Tibial Component	11/223,376	9/8/2005	CIP	US200600528 75	AMEDICA CORPORATION
35452- 511/002	EP	Hip Prosthesis with Monoblock Ceramic Acetabular Cup	6801260.8	8/10/2006			
35452- 511/002	JP	Hip Prosthesis with Monoblock Ceramic Acetabular Cup	2008- 526230	8/10/2006			
35452- 511/002	US	Hip Prosthesis with Monoblock Ceramic Acetabular Cup	11/203,047	8/12/2005	CIP	US200502731 76	AMEDICA CORPORATION
35452- 513/001	EP	Spinal Implant with Elliptical Articulatory Interface	775680.8	2/12/2007			
35452- 513/F01	US	Spinal Implant with Elliptical Articulatory Interface	11/307,681	2/16/2006		US200701919 52	AMEDICA CORPORATION
35452- 514/001	EP	Spinal Implant with Offset Keels	7756858.2	2/12/2007			
35452- 514/001	JP	Spinal Implant with Offset Keels	2008- 555443	2/12/2007			
35452- 514/F01	US	Spinal Implant with Offset Keels	11/307,701	2/17/2006		US200701980 93	AMEDICA CORPORATION
35452- 515/001	EP	Osteoconductive Spinal Fixation System	6784430.8	5/18/2006			
35452- 523/F01	US	Systems and Methods for Inserting a Bone Anchor Without a Pilot Hole	12/215,482	6/26/2008		US200903265 45	AMEDICA CORPORATION
35452- 525/F01	US	Bone Fixation Plate with Wire Members	12/009,545	1/17/2008		US200901872 18	AMEDICA CORPORATION

Mintz Docket No.	Country	Title	Application No.	Filing Date	Type	PUB. NO.	ASSIGNEE
		for Resisting Back Out of Bone Anchors					

SCHEDULE OF TRADEMARKS

Mark	Country/Territory	Serial No.	Registration No.	Status
ALTIA	European Community	004618609	004618609	Registered
ALTIA	European Community	003830122		Abandoned
ALTIA	United States of America	76/558,083	3,261,479	Registered
AMCA	European Community	005319363	005319363	Registered
AMCA	United States of America	78/960,594		Abandoned
AMEDICA	European Community	005319355	005319355	Registered
AMEDICA	Int'l Registration - Madrid Protocol Only	A0011563	956565	Registered
AMEDICA	Japan	956565	956565	Registered
AMEDICA	Switzerland	A0011563		Pending
AMEDICA	United States of America	78/896,311	3,274,941	Registered
AMEDICA and Design	European Community	A0011561		Opposed
AMEDICA and Design	Int'l Registration - Madrid Protocol Only	A0011561	956689	Registered
AMEDICA and Design	Japan	956689	956689	Registered
AMEDICA and Design	Switzerland	A0011561		Pending
AMEDICA and Design	United States of America	77/291,939	3,584,131	Registered
AWL-IN-ONE	United States of America	77/291,911	3,658,786	Registered
CSC	European Community	005319306		Opposed
CSC	United States of America	78/904,337		Opposed
ENDURON	European Community	003830437	003830437	Registered
ENDURON	United States of America	76/558,085		Abandoned
FORTIS	European Community	003826559		Abandoned
FORTIS	United States of America	76/558,082		Abandoned

FORTIS-R	European Community	003830395		Abandoned
FORTIS-R	United States of America	76/558,061		Abandoned
FORTIS-XL	European Community	003830452		Abandoned
FORTIS-XL	United States of America	76/558,064		Abandoned
IMPROVING FUNCTION. ENHANCING LIVES.	United States of America	78/904,345		Abandoned
INFINIA	European Community	003830494	00383094	Registered
INFINIA	United States of America	76/558,065	3,418,806	Registered
INFINITE POSSIBILITY	United States of America	78/904,342		Abandoned
MC2	European Community	005319298	0053319298	Registered
MC2	United States of America	78/904,334	3,738,276	Registered
PREVENT	European Community	003830221		Abandoned
PREVENT	United States of America	76/558,071		Abandoned
RETHINK WHAT'S POSSIBLE	United States of America	77/383,643		Allowed
THE SOURCE	United States of America	-		Unfiled
Triangle Design	European Community	A0011568	956513	Registered
Triangle Design	Int'l Registration - Madrid Protocol Only	A0011568	956513	Registered
Triangle Design	Japan	956513	956513	Registered
Triangle Design	Switzerland	A0011568		Pending
Triangle Design	United States of America	77/291,928	3,584,130	Registered
VALEO	European Community	006362628	006362628	Registered
VALEO	United States of America	77/144,274	3,640,226	Registered