

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Amedica Corporation		03/03/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Karl Kipke, as Collateral Agent
<b>Street Address:</b>	6300 Bridgepoint Parkway
<b>Internal Address:</b>	Building One, Suite 550
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78730
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 23**

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:	77960512	BIOACTIVE
Serial Number:	85038086	BIOACTIVE FUSION
Serial Number:	77960516	BIOACTIVE SURFACE
Serial Number:	78904337	CSC
Registration Number:	3418806	INFINIA
Registration Number:	3738276	MC2
Registration Number:	3763893	RETHINK WHAT'S POSSIBLE
Registration Number:	3584130	
Registration Number:	3640226	VALEO

OP \$590.00 3261479

Registration Number:	3596784	US SPINE
Registration Number:	3597359	PREFERENCE
Registration Number:	3597360	ORIGIN
Serial Number:	77822682	OLIF
Registration Number:	3597358	FACETGUN
Registration Number:	3559272	FACETBOLT
Registration Number:	3633793	ADVANCING THE SCIENCE OF SPINE
Serial Number:	77822690	LAMI-LOCK
Serial Number:	77905169	JAVELIN
Serial Number:	77391041	APOGEE

**CORRESPONDENCE DATA**

Fax Number: (512)457-8008  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 512-457-8000  
Email: cheusmann@dbcllp.com  
Correspondent Name: Coti Heusmann  
Address Line 1: 700 Lavaca Street  
Address Line 2: Suite 1300  
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	2204-1
NAME OF SUBMITTER:	Coti Heusmann
Signature:	/Coti Heusmann/
Date:	03/04/2011

**Total Attachments: 24**

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## SECURITY AGREEMENT

This Security Agreement (this "Agreement") is entered into effective as of March 3, 2011, by and between Amedica Corporation, a Delaware corporation (the "Debtor"), and Karl Kipke as collateral agent (the "Collateral Agent") for the noteholders participating in Amedica's Senior Secured Subordinated Convertible Promissory Note (collectively the "Secured Parties").

**Preliminary Statement.** The Debtor has executed and delivered to the Secured Parties certain Senior Secured Subordinated Convertible Promissory Notes dated on or about February 25, 2011, made by the Debtor to the order of the Secured Parties, evidencing principal and interest owing to the Secured Parties (the "Notes"). The Debtor desires to grant to the Collateral Agent for the benefit of the Secured Parties a security interest in the Collateral (as defined below) to secure repayment of the Notes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor and the Secured Parties agree as follows:

1. **Grant of Security Interest.** The Debtor hereby grants to Collateral Agent for the benefit of the Secured Parties, as security for the payment, performance and satisfaction of the Obligations (as defined below), a security interest in all the Debtor's right, title and interest in and to all of the Debtor's personal property and assets, wherever located, whether such property or interest therein is now owned or existing or hereafter acquired or arising (collectively, the "Collateral"), including, but not limited to:

- (a) all general intangibles of any kind or nature whatsoever, including, without limitation, all patents, trademarks, copyrights and other intellectual property, and all applications for, registrations of and licenses of the foregoing including any future patents, patent applications, trademarks and trademark applications and all computer software, product specifications, trade secrets, licenses, trade names, service marks, domain names, goodwill, franchises, customer and supplier lists, and rights under partnership, joint venture, co-ownership, management and/or similar agreements and/or arrangements;
- (b) all equipment and machinery;
- (c) all goods and inventory;
- (d) all accounts and documents;
- (e) all dividends, cash, securities and other investment property;
- (f) all accessions and parts to any of the property described above and all substitutions, renewals, improvements and replacements of and additions thereto; and
- (g) all cash and non-cash proceeds and products of the foregoing.

2. Security for Obligations. This Agreement secures the payment and performance of: (i) the indebtedness evidenced by the Notes; and (ii) any amounts expended by or on behalf of the Collateral Agent or the Secured Parties for the protection and preservation of the security interest granted herein by the Debtor to the Secured Parties (collectively, the "Obligations").

3. Further Assurances.

- (a) The Debtor agrees that from time to time, at the sole expense of the Debtor, the Debtor shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Collateral Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Debtor shall: (i) if any receivable shall be evidenced by a promissory note or other instrument, deliver and pledge to the Collateral Agent such note or instrument, duly endorsed with recourse by the Debtor, and accompanied by duly executed instruments of transfer or assignment, all in form and content satisfactory to the Collateral Agent; and (ii) authorize and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.
- (b) The Debtor will furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request from time to time, all in reasonable detail.
- (c) The Debtor agrees that if the Debtor shall at any time hold or acquire a commercial tort claim (as defined in the applicable UCC), the Debtor will promptly notify the Collateral Agent in a writing signed by the Debtor of the brief details thereof and grant to the Collateral Agent for the benefit of the Secured Parties in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.
- (d) The Debtor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any filing office in any UCC jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral (A) as all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of such jurisdiction, or (B) as being of an equal or lesser scope or with greater detail, and (ii) provide any other information required by part 5 of Article 9 of the UCC of such jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether the Debtor is an organization, the type of organization and any organizational identification

number issued to the Debtor and, (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish all such information to the Collateral Agent promptly upon the Collateral Agent's request.

- (e) The Debtor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file this Agreement or notice of this Agreement with the United States Patent and Trademark Office or any other foreign or domestic governmental agency, or any other filings necessary, in Collateral Agent's judgment, in order to give notice of these liens. The Debtor agrees to furnish all information required to make such filings to the Collateral Agent promptly upon the Collateral Agent's request.

4. The Secured Party's Duties. The powers conferred on the Collateral Agent and Secured Parties hereunder are solely to protect the Collateral Agent's and the Secured Parties' interest in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. Except for the safe custody of any Collateral in the Collateral Agent or the Secured Party's possession and the accounting for monies actually received by the Collateral Agent or any Secured Party hereunder, the Collateral Agent and Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral.

5. The Debtor Remains Liable. Notwithstanding anything herein to the contrary, (a) the Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Collateral Agent or any Secured Party of any of its rights hereunder shall not release the Debtor from any of the Debtor's duties or obligations under the contracts and agreements included in the Collateral, and (c) the Collateral Agent or any Secured Party shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Collateral Agent be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

6. Remedies. If a Default, as defined below, shall have occurred, then:

- (a) The Collateral Agent shall have the right to take immediate possession of the Collateral, and (i) to require the Debtor to assemble the Collateral, at the Debtor's expense, and make it available to the Collateral Agent at a place designated by the Collateral Agent which is reasonably convenient to both parties, and (ii) upon reasonable prior notice, to enter any of the premises of the Debtor or wherever any of the Collateral shall be located, and to keep and store the same on such premises until sold or otherwise realized upon (and if such premises are the property of the Debtor, the Debtor agrees not to charge the Collateral Agent for storage thereof).

- (b) The Collateral Agent shall have the right to sell or otherwise dispose of all or any Collateral at public or private sale or sales, with such notice as may be required by law, all as the Collateral Agent, in its sole discretion, may deem advisable. The Debtor agrees that ten (10) days' written notice to the Debtor of any public or private sale or other disposition of such Collateral shall be reasonable notice thereof, and such sale shall be at such locations as the Secured Party may designate in such notice. The Collateral Agent shall have the right to conduct such sales at the Debtor's premises, without charge therefor. All public or private sales may be adjourned from time to time in accordance with applicable law. The Collateral Agent shall have the right to sell, lease or otherwise dispose of such Collateral, or any part thereof, for cash, credit or any combination thereof, and the Collateral Agent may purchase all or any part of such Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Obligations.
- (c) The Collateral Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or under the Notes, all the rights and remedies of a secured party on default under the Uniform Commercial Code or otherwise available at law or in equity.

Notes. 7. Default. A "Default" hereunder means an "Event of Default" as defined in the

8. Indemnity and Expenses.

- (a) The Debtor agrees to indemnify the Collateral Agent from and against any and all claims, losses and liabilities arising out of or relating to this Agreement and/or any of the Obligations (including, without limitation, enforcement of this Agreement and the Collateral Agent's exercise of its rights and remedies hereunder), but excluding any such claims based upon breach or default by the Collateral Agent or gross negligence or willful misconduct of the Collateral Agent.
- (b) The Debtor shall upon demand pay to the Collateral Agent the amount of any and all expenses, including, without limitation, the reasonable fees and disbursements of its counsel and of any experts and agents, which the Collateral Agent may incur in connection with (i) the custody, preservation, use of, or the sale of, collection from, or other realization upon, any of the Collateral, or (ii) the exercise or enforcement of any of the rights of the Collateral Agent hereunder. All such fees, expenses and disbursements shall be deemed Obligations that are secured by this Agreement.

9. Debtor's Representations, Warranties and Covenants

- (a) Except for financing statements in favor of Zions First National Bank ("Zions"), and MSK Investments, LLC ("MSK") no Financing Statement covering the Collateral or its proceeds is on file in any public office and other than the first lien

security interest granted to Zions, the lien granted to MSK (which of even date herewith is being subordinated to the lien in favor of Secured Party) and the lien security interest granted in this Security Agreement, there is no lien, security interest or encumbrance in or on the Collateral. The Debtor is the sole owner of the Collateral free of all liens, claims and encumbrances, except the security interests held by Zions, the security interests held by MSK, and the security interest created by this Security Agreement.

- (b) The location where the Debtor maintains its chief executive office is at 1855 West 2100 South, Salt Lake City, Utah 84119.
- (c) The Collateral shall remain in the Debtor's possession or control at all times at the Debtor's risk of loss and be kept at the address shown in Section 9(b) above, where the Secured Party may inspect the Collateral and Debtor's manufacturing standards at any reasonable time upon twenty-four hours' prior written notice, except for the Collateral's temporary removal in connection with its ordinary use or unless the Debtor notifies the Secured Party in writing and the Secured Party consents in writing in advance of its removal to another location.
- (d) Until default, the Debtor may use the Collateral in any lawful manner not inconsistent with this Security Agreement or with the terms or conditions of any policy of insurance thereon and may also sell the Collateral in the ordinary course of business. The Secured Party's security interest shall attach to all proceeds of sales and other dispositions of the Collateral.
- (e) The Debtor will promptly notify the Secured Party in writing of any addition to, change in or discontinuance of the location of its chief executive office as set forth in Section 9(b) of this Security Agreement, 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 Secured Party concerning the Collateral.
- (f) The Debtor shall pay prior to delinquency all taxes, charges, liens and assessments against the Collateral, and upon the Debtor's failure to do so, the Secured Party at its option may pay any of them. Such payment shall become part of the indebtedness secured by this Security Agreement and shall be paid to the Secured Party by the Debtor immediately and without demand, with interest thereon at the lesser of 10% per annum or the highest lawful rate under applicable law.
- (g) The Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire, theft and such other risks as the Secured Party may reasonably require.



- (h) The Debtor shall not sell, lend, rent, license, lease or otherwise dispose of the Collateral or any interest therein except as authorized in this Security Agreement or in writing by the Secured Party, and the Debtor shall keep the Collateral, including the proceeds thereof, free from unpaid charges, including taxes, and from liens, encumbrances and security interests other than the lien of Zions, the lien of MSK and the lien of the Secured Party.
- (i) All information set forth in the Schedules attached hereto is correct, accurate and complete.
- (j) Each of Debtor's 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. Debtor has used proper statutory notice in connection with all uses of the patents.
- (k) Each of Debtor's 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. Debtor has used proper statutory notice in connection with all uses of the trademarks. Debtor has used consistent standards of quality in the manufacture of products and in providing services sold under the trademarks.
- (m) Debtor shall promptly apply for a patent for all new inventions which are patentable with the United States Patent and Trademark Office and promptly advise Secured Party of the filing of the application for such patent. Debtor shall use proper statutory notice in connection with all uses of the patents.
- (n) Debtor shall promptly register all new trademarks which are eligible for registration with the United States Patent and Trademark Office and promptly advise Secured Party of the filing of the application for such registration. Debtor shall use proper statutory notice in connection with all uses of the trademarks. Debtor shall use consistent standards of quality in the manufacture of products and in providing services sold under the trademarks.
- (o) Debtor shall, at its sole cost, use its best efforts to prosecute diligently any patent applications currently pending or hereafter filed, to make application on unpatented but patentable inventions, to preserve and maintain all rights in patent applications, including, without limitation, payment of all maintenance fees. Further, Debtor shall, at its sole cost, use its best efforts to prosecute diligently any trademark applications currently pending or hereafter filed, to make federal application on unregistered but registrable 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 renewal or registrations.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice of law rules thereof.

11. Subordination. The security interests granted hereunder and the rights of the Collateral Agent and the Secured Parties hereunder are subordinate to the security interests and rights of Zions First National Bank as provided in Section 6 of the Notes.

12. Collateral Agent Agreement. This Agreement is subject to that certain Collateral Agent Agreement dated as of each date herewith among the Collateral Agent and the Secured Parties.

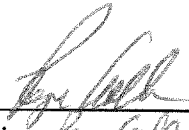
13. Miscellaneous. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Debtor herefrom, shall in any event be effective unless the same shall be in writing and signed by the party against whom enforcement of such amendment, waiver or consent is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The paragraph and section headings herein are solely for convenience and shall not be deemed to limit or otherwise affect the meaning or construction of any part of this Agreement. This document shall be construed without regard to any presumption or rule requiring construction against the party causing such document or any portion thereof to be drafted. If any provision or provisions of this Agreement shall be unlawful, then such provision or provisions shall be null and void, but the remainder of this Agreement shall remain in full force and effect and be binding on the parties. A facsimile or other electronically transmitted signature of either party shall be deemed an original signature.

*[Remaining portion of page is intentionally blank.  
Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives effective as of the date first above written.


Debtor:

AMEDICA CORPORATION,  
a Delaware corporation

By:   
Name: Key Carter  
Title: CEO

Secured Party:

Karl Kipke, as Collateral Agent

By:   
Name: KARL KIPKE  
Title: \_\_\_\_\_

**Schedule 3.19**  
**Intellectual Property**

(a)

**Issued Patents and Pending Patent Applications\***

<b>Mintz Ref. No.</b>	<b>Country</b>	<b>Title</b>	<b>Application No. Patent No.</b>	<b>Filing Date Issue Date</b>
35452-502/F01	US	Bone Fixation Plate with Anchor Retaining Member	12/008,920	1/14/2008
35452-503	US	Provisional Locking Pedicle Screw System and Method	11/903,484	9/21/2007
35452-506/001	US	Radiolucent Spinal Fusion Cage	10/137,108 6,790,233	4/30/2002 9/14/2004
35452-506D01	US	Radiolucent Spinal Fusion Cage	12/800,219	5/10/2010
35452-507/001	US	Radiolucent Bone Graft	10/137,106 6,846,327	4/30/2002 1/25/2005
35452-507/001	EP (Validated in France, Germany, Netherlands, Switzerland and UK)	Radiolucent Bone Graft	02729081.6 1,389,978	4/30/2002 1/7/2009
35452-507D01	EP	Radiolucent Bone Graft	09150116.3	1/6/2009
35452-508/001	US	Metal-Ceramic Composite Articulation	10/171,376 6,881,229	6/13/2002 4/19/2005
35452-508/D01	US	Ceramic-Ceramic Articulation Surface Implants	10/987,415 7,666,229	11/12/2004 2/23/2010
35452-508/002	US	Polymer-Ceramic Articulation	11/020,424 7,780,738	12/21/2004 8/24/2010
35452-508/C01	US	Ceramic-Ceramic Articulation Surface Implants	12/583,940	8/27/09
38542-508/C02	US	Polymer-Ceramic Articulation	12/803,674	6/30/2010
35452-508/001	EP	Metal-Ceramic Composite Articulation	02759088.4	6/12/2002
35452-509/001	US	Total Disc Implant	10/737,108 6,994,727	12/15/2003 2/7/2006
35452-	US	Total Disc Implant	11/149,627	6/9/2005

Mintz Ref. No.	Country	Title	Application No. Patent No.	Filing Date Issue Date
509/D01			7,758,646	7/20/2010
35452-509/D02	US	Total Disc Implant	11/858,016 7,771,481	9/19/2007 8/10/2010
35452-509/C01	US	Total Disc Implant	12/803,889	7/7/2010
35452-509/001	EP	Total Disc Implant	03814052.1	12/15/2003
35452-509/D01	JP	Total Disc Implant	2009-226518	12/15/2003
35452-510/003	US	Knee Prosthesis with Ceramic Tibial Component	11/223,376 7,776,085	9/8/2005 8/17/2010
35452-510/C01	US	Knee Prosthesis with Ceramic Tibial Component	12/803,673	6/30/2010
35452-510/002	EP	Knee Prosthesis with Ceramic Tibial Component	06784429.0	5/18/2006
35452-510/002	JP	Knee Prosthesis with Ceramic Tibial Component	2008-513546	5/18/2006
35452-511/002	US	Hip Prosthesis with Monoblock Ceramic Acetabular Cup	11/203,047 7,695,521	8/12/2005 4/13/2005
35452-511/C01	US	Hip Prosthesis with Monoblock Ceramic Acetabular Cup	12/661,991	3/26/2010
35452-511/002	EP	Hip Prosthesis with Monoblock Ceramic Acetabular Cup	06801260.8	8/10/2006
35452-511/002	JP	Hip Prosthesis with Monoblock Ceramic Acetabular Cup	2008-526230	8/10/2006
35452-513/F01	US	Spinal Implant with Elliptical Articulatory In		/16/2006
35452-513/001	EP	Spinal Implant with Elliptical Articulatory Interface	07756860.8	2/16/2007
35452-514/F01	US	Spinal Implant with Offset Keels	11/307,701	2/16/2006
35452-514/001	EP	Spinal Implant with Offset Keels	07756858.2	2/17/2007
35452-514/001	JP	Spinal Implant with Offset Keels	2008-555443	2/17/2007
35452-	EP	Osteoconductive Spinal	06784430.8	5/18/2006






Mintz Ref. No.	Country	Title	Application No. Patent No.	Filing Date Issue Date
515/001		Fixation System		
35452-517/001	US	Cemented Prosthetic Component and Placement Method	08/709,186 5,876,460	9/6/1996 3/2/1999
35452-517/N01	US	Cemented Prosthetic Component and Placement Method	09/509,282 6,355,067	3/22/2000 3/12/2002
35452-517/001	AU	Cemented Prosthetic Component and Placement Method	86635/98 755174	7/27/1998 3/20/2003
35452-517/001	CA	Cemented Prosthetic Component and Placement Method	2,304,677 2,304,677	7/27/1998 4/17/2007
35452-517/001	EP	Cemented Prosthetic Component (Validated in Germany, Switzerland and UK)	98938019.1 1023009	7/27/1998 3/26/2008
35452-517/001	JP	Cemented Prosthetic Component and Placement Method	2000-561913 4081535	7/27/1998 2/22/2008
35452-517/001	KR	Cemented Prosthetic Component and Placement Method	2000-7003286 0638949	7/27/1998 10/19/2006
35452-517/D01	KR	Cemented Prosthetic Component	2006-7013931 682684	2/7/2007
35452-523/F01	US	Systems and Methods for Inserting a Bone Anchor Without a Pilot Hole	12/215,482	6/26/2008
35452-525/F01	US	Bone Fixation Plate with Wire Members for Resisting Back Out of Bone Anchors	12/009,545	1/17/2008

\* Subject to a Security Agreement executed on April 7, 2010 between Ameca and Zions First National Bank.

**Licensed Patents from Dytech Corporation Ltd**

<b>Country</b>	<b>Title</b>	<b>Application No. Patent No.</b>	<b>Filing Date Issue Date</b>
US	Porous Articles	08/575,236 5,563,106	12/20/1995 10/08/1996
EP	Porous Articles	598,783	12/27/2005
JP	Porous Articles	3,417,943	6/16/2006
JP	Porous Articles	4,334,193	9/30/2009
US	Production of Porous Articles	08/737,120 5,705,448	11/04/1996 1/6/1998
BR	Production of Porous Articles	9507674	10/14/2003
EP	Production of Porous Articles	759,020	5/10/1995
KR	Production of Porous Articles	367060	4/21/2003
MX	Production of Porous Articles	193270	9/3/1999
US	Porous Ceramic Matrices	09/831,953 6,617,270	05/15/2001 09/09/2003
CN	Porous Ceramic Matrices	1262517	7/5/2006
EP	Porous Ceramic Matrices	1,140,731	2/26/2003
MX	Porous Ceramic Matrices	220214	5/15/2001

**Registered Trademarks and Pending Applications<sup>1/</sup>**






<b>Kirton &amp; McConkie Ref. No.</b>	<b>Country</b>	<b>Title</b>	<b>App No./ Reg. No.</b>	<b>Filing Date/ Reg. Date</b>
13460.13a	EC	ALTIA	004618609 004618609	9/5/2005 8/31/2006
13460.12	US	ALTIA	76/558,083 3,261,479	11/7/2003 7/10/2007
13460.22	EC	AMCA	005319363 005319363	8/31/2006 8/23/2007
13460.23	EC	AMEDICA	005319355 005319355	8/31/2006 4/29/2008
13460.33	INT'L REG	AMEDICA	956565 956565	2/28/2008 2/28/2008
13460.35	JP	AMEDICA	956565 956565	2/28/2008 2/28/2008
13460.34	CH	AMEDICA	956565	2/28/2008
13460.16	US	AMEDICA	78/896,311 3,274,941	5/30/2006 8/7/2007
13460.37	EC <sup>2</sup>	 AMEDICA AMEDICA and Design	956689	2/28/2008
13460.36	INT'L REG	 AMEDICA AMEDICA and Design	956689 956689	2/28/2008 2/28/2008
13460.39	JP	 AMEDICA AMEDICA and Design	956689 956689	2/28/2008 2/28/2008
13460.38	CH	 AMEDICA AMEDICA and Design	956689	2/28/2008
13460.28	US	 AMEDICA AMEDICA and Design	77/291,939 3,584,131	9/28/2007 3/3/2009
13460.27	US	AWL-I -ONE	77/291,911 3,658,786	9/28/2007 7/21/2009
13460.47	US	BIOACTIVE	77/960,512	3/16/2010
13460.49	US	BIOACTIVE FUSION	85/038,086	5/13/2010
13460.48	US	BIOACTIVE SURFACE	77/960,516	3/16/2010
13460.25	EC <sup>3</sup>	CSC	005319306	8/31/2006
13460.18	US <sup>4</sup>	CSC	78/904,337	6/8/2006

<sup>1/</sup> Subject to a Security Agreement executed on April 7, 2010 between Ametica Corporation and Zions First National Bank.

<sup>2</sup> Subject to an Agreement with Dr. Stefan Bartsch executed on January 26, 2010.

<sup>3</sup> Subject to an opposition proceeding (001160565) filed by Depuy, Inc. on May 14, 2007.



Kirton & McConkie Ref. No.	Country	Title	App No./ Reg. No.	Filing Date/ Reg. Date
13460.7	EC	ENDURON	003830437 003830437	5/12/2004 9/13/2005
13460.3	EC	INFINIA	003830494 003830494	5/12/2004 9/21/2005
13460.2	US	INFINIA	76/558,065 3,418,806	11/7/2003 4/29/2008
13460.24	EC	MC2	005319298 005319298	8/31/2008 8/23/2007
13460.17	US	MC2	78/904,334 3,738,276	6/8/2006 1/12/2010
13460.32	US	RETHINK WHAT'S POSSIBLE	77/383,643 3,763,893	1/29/2008 3/23/2010
13460.41	EC	TRIANGLE Design 	956513 956513	2/28/2008 2/28/2008
13460.40	INT'L REG	TRIANGLE Design 	956513 956513	2/28/2008 2/28/2008
13460.43	JP	TRIANGLE Design 	956513 956513	2/28/2008 2/28/2008
13460.42	CH	TRIANGLE Design 	956513	2/28/2008
13460.29	US	TRIANGLE Design 	77/291,928 3,584,130	9/28/2007 3/3/2009
13460.31	EC <sup>5</sup>	VALEO	006362628 006362628	10/1/2007 2/16/2009
13460.26	US <sup>6</sup>	VALEO	77/144,274 3,640,226	3/29/2007 6/16/2009

(..continued)

<sup>4</sup> Subject to an opposition proceeding (91179717) filed by Depuy, Inc. on September 26, 2007.

<sup>5</sup> Subject to an Agreement with C.R. Bard, Inc. executed on October 22, 2008.

<sup>6</sup> Subject to an Agreement with C.R. Bard, Inc. executed on October 22, 2008.

Amedica Corporation

Unregistered Trade Names

**Schedule 2.25(a)**  
**Intellectual Property - Company Registered Intellectual Property**

*List (i) all issued patents and registered trademarks that have been issued to the Company, (ii) each pending application submitted by the Company, and (iii) all issued patents, registered trademarks and pending applications owned by a third party who has granted the Company rights thereto, indicating for each item, to the extent applicable, whether it is licensed to the Company (and if licensed, indicating all Company License Agreement(s) (including amendments) to which it is subject), the jurisdiction of registration (or application), registration number (or application number) and date issued (or date filed).*

***(i) U.S. Patents owned by the Company***

	<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>	<b>Assignee</b>
1.	7674297	3/9/10	ANATOMIC VERTEBRAL CAGE	US Spinal Technologies, LLC
2.	7608094	10/27/09	PERCUTANEOUS FACET FIXATION SYSTEM	US Spinal Technologies, LLC
3.	7563275	7/21/09	BONE FIXATION IMPLANT SYSTEM AND METHOD	US Spinal Technologies, LLC
4.	7232463	6/19/07	INTERVERTEBRAL CAGE DESIGNS	US Spinal Technologies, LLC
5.	7235103	6/26/07	ARTIFICIAL INTERVERTEBRAL DISC	US Spinal Technologies, LLC

***Trademarks owned by the Company***

	<b>Mark</b>	<b>Application No. Registration No.</b>	<b>Owner</b>
1.	US SPINE Class 10	77/391,136 3,596,784	US Spinal Technologies, LLC
2.	PREFERENCE Class 10	77/391,168 3,597,359	US Spinal Technologies, LLC
3.	ORIGIN Classes 5 and 10	77/391,187 3,597,360	US Spinal Technologies, LLC
4.	APOGEE Class 10	77/391,168 Pending	US Spinal Technologies, LLC
5.	FACETGUN Class 10	77/391,121 3,597,358	US Spinal Technologies, LLC
6.	FACETBOLT Class 10	77/391,067 3,559,272	US Spinal Technologies, LLC
7.	ADVANCING THE SCIENCE OF SPINE Class 10	77/391,147 3,633,793	US Spinal Technologies, LLC
8.	OLIF Class 10	77/822,682 Pending*	US Spine, Inc.

9.	LAMI-LOCK Class 10	77/822,690 Pending	US Spine, Inc.
10.	JAVELIN Class 10	77/905,169 Pending	US Spine, Inc.

\* See item #2 (OLIF Opposition) in Schedule 2.25(h) (Intellectual Property - Third Party Claims) below for additional information regarding this trademark application.

***(ii) Patent Applications owned by the Company***

	<b>Ctry</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Title</b>	<b>Assignee</b>
1.	US	11/323,002	12/29/05	PORTAL SYSTEM FOR LUMBAR DECOMPRESSION	US Spinal Technologies, LLC
2.	US	11/418,640	5/5/06	PEDICLE SCREW-BASED POSTERIOR STABILIZATION	US Spinal Technologies, LLC
3.	US	11/842,617	8/21/07	ANTERIOR CERV SPINE INSTRUM & SURG METHOD	US Spinal Technologies, LLC
4.	US	12/371,008	2/13/09	ANTERIOR LUMBAR INTERBODY FUSION CAGE DEVICE AND ASSOCIATED METHOD	US Spinal Technologies, LLC
5.	US	12/396,761	3/3/09	POSTERIOR LATERAL POSITIONING DEVICE	US Spinal Technologies, LLC
6.	US	11/804,545	5/18/07	CERVICAL PLATE LOCKING MECHANISM	US Spinal Technologies, LLC
7.	US	11/875,072	10/19/07	CERVICAL PLATE LOCKING MECHANISM	US Spinal Technologies, LLC
8.	US	12/184,594	8/1/08	FACET FIXATION SYSTEM	US Spinal Technologies, LLC (Partial – uncooperative ex-employee)
9.	PCT	PCT/US09/52353	7/31/09	SPINAL FACET JOINT IMMOBILIZATION SYSTEMS AND METHODS	Applicant US Spine, Inc.
10.	US	12/187,064	8/6/08	ARTICULATING TLIF INSERTER (ATI)	US Spinal Technologies,

	Ctry	Application No.	Filing Date	Title	Assignee
					LLC
11.	US	12/257,951	10/24/08	PEDICLE-BASED FACET JOINT FIXATION...	US Spinal Technologies, LLC
12.	US	12/370,964	2/13/09	MICRO-FLAIL ASSEMBLY AND METHOD OF USE	US Spinal Technologies, LLC
13.	US	12/395,300	2/27/09	FACET BROACHING INSTRUMENT AND IMPLANT	US Spine, Inc. (Partial – <u>uncooperative ex-employee</u> )
14.	US	12/388,959	2/19/09	CURVED FACET JOINT FIXATION ASSEMBLY AND ASSOCIATED IMPLANTATION TOOL AND METHOD	US Spinal Technologies, LLC
15.	US	12/395,766	3/2/09	SYSTEMS AND METHODS FOR RETAINING A PLATE TO A SUBSTRATE WITH AN ASYNCHRONOUS THREAD FORM	US Spinal Technologies, LLC
16.	US	12/400,338	3/11/08	UNILATERAL FACET BOLT INSERTER	US Spinal Technologies, LLC
17.	US	12/397,884	3/4/09	SELF-TYING LACE-FACET JOINT FIXATION	US Spinal Technologies, LLC
18.	US	12/051,202	3/19/08	VERTEBRA STABILIZING APPLIANCE	US Spinal Technologies, LLC
19.	US	12/485,393	6/16/09	TRANSFACET FIXATION ASSEMBLY AND RELATED SURGICAL METHODS	US Spinal Technologies, LLC
20.	US	12/572,661	10/2/09	FACET COMPRESSION SYSTEM AND RELATED SURGICAL METHODS	None Recorded Outside Surgeon, Assignment Agreement Not Finalized
21.	US	12/572,638	10/2/09	FACET BUTTON ASSEMBLY AND RELATED SURGICAL METHODS	US Spine, Inc.

	<b>Ctry</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Title</b>	<b>Assignee</b>
22.	US	12/572,618	10/2/09	MINIMALLY INVASIVE SURGERY PEDICLE SCREW SYSTEM	US Spine, Inc.
23.	US	12/578,690	10/14/09	MONOAXIAL-POLYAXIAL PEDICLE SCREW	US Spine, Inc.
24.	US	12/579,667	10/15/09	INTERLOCKING BONE SCREW AND WASHER	US Spine, Inc.
25.	US	12/616,435	11/11/09	FACET DISTRACTION DEVICE, FACET JOINT IMPLANT AND ASSOCIATED METHODS	US Spine, Inc.
26.	US	12/723,173	3/12/10	FACET JOINT RESURFACING IMPLANT AND ASSOCIATED SURGICAL METHODS	US Spine, Inc.
27.	US	12/818,749	6/18/10	TRIPLE LEAD BONE SCREW	US Spine, Inc.
28.	PCT	PCT/US10/39160	6/18/10	TRIPLE LEAD BONE SCREW	Applicant US Spine, Inc.
29.	US	61/248,052	10/2/09	POSTERIOR INTERBODY FUSION CAGE	N/A - Provisional
30.	US	61/265,422	12/1/09	TRANSVERSE PROCESS DISTRACTION DEVICE	N/A - Provisional
31.	US	11/455,419	6/19/06	SPINAL CORRECTION SYSTEM WITH MULTI-STAGE LOCKING MECHANISM	None Recorded
32.	US	11/718,067	10/26/05	EXPANDABLE SURGICAL RETRACTOR SYSTEM FOR MINIMAL ACCESS SURGERY	None Recorded Abandoned 3/8/2010
33.	US	12/122,498	5/16/08	BONE FIXATION IMPLANT SYSTEM AND METHOD	US Spinal Technologies, LLC
34.	US	10/427,445	5/1/03	PERCUTANEOUS FACET FIXATION SYSTEM	US Spinal Technologies, LLC  Abandoned 12/7/2009
35.	US	12/550,017	8/28/08	PERCUTANEOUS FACET FIXATION SYSTEM	US Spinal Technologies, LLC
36.	US	11/484,521	7/11/06	PERCUTANEOUS	US Spinal

Ctry	Application No.	Filing Date	Title	Assignee
			TRANSLAMINAR FACET FIXATION SYSTEM	Technologies, LLC
37. US	11/764,997	6/19/07	INTERVERTEBRAL CAGE DESIGNS	US Spinal Technologies, LLC
38. US	10/979,021	11/1/04	PERCUTANEOUS POSTERIOR LATERAL IN-SITU CAGE	US Spinal Technologies, LLC
39. US	11/668,029	1/29/07	PEDICLE AND NON-PEDICLE BASED INTERSPINOUS AND LATERAL SPACERS	US Spinal Technologies, LLC. Abandoned 3/10/2010
40. US	12/690,670	1/20/10	PEDICLE AND NON-PEDICLE BASED INTERSPINOUS AND LATERAL SPACERS	US Spinal Technologies, LLC
41. US	11/690,884	3/26/07	NON-PEDICLE BASED INTERSPINOUS PROCESS SPACER	US Spinal Technologies, LLC
42. US	11/532,731	9/18/06	STEERABLE INTERBODY FUSION CAGE	US Spinal Technologies, LLC
43. AU	2005299362	5/24/07	BONE FIXATION IMPLANT SYSTEM AND METHOD	Applicant US Spinal Technologies, LLC
44. CN	2005/80044918.5	6/26/07	BONE FIXATION IMPLANT SYSTEM AND METHOD	Applicant US Spinal Technologies, LLC
45. EP	5819938.1	5/24/07	BONE FIXATION IMPLANT SYSTEM AND METHOD	Applicant US Spinal Technologies, LLC
46. IL	182823	4/26/07	BONE FIXATION IMPLANT SYSTEM AND METHOD	Applicant US Spinal Technologies, LLC
47. IN	3981/DELNP/2007	5/28/07	BONE FIXATION IMPLANT SYSTEM AND METHOD	Applicant US Spinal Technologies, LLC
48. JP	2007-539089	4/26/07	BONE FIXATION IMPLANT	Applicant US

Ctry	Application No.	Filing Date	Title	Assignee
			SYSTEM AND METHOD	Spinal Technologies, LLC
49. KR	10-2007-7012051	5/28/07	BONE FIXATION IMPLANT SYSTEM AND METHOD	Applicant US Spinal Technologies, LLC
50. MX	MX/a/2007/00508	4/26/07	BONE FIXATION IMPLANT SYSTEM AND METHOD	Applicant US Spinal Technologies, LLC
51. ZA	2007/04321	5/25/07	BONE FIXATION IMPLANT SYSTEM AND METHOD	Applicant US Spinal Technologies, LLC
52. AE	361/2007		BONE FIXATION IMPLANT SYSTEM AND METHOD	Applicant US Spinal Technologies, LLC
53. US	11/759,609	6/7/07	ARTIFICIAL INTERVERTEBRAL DISC	US Spinal Technologies, LLC

**(iii) License Agreements**

1. See item #1 (SMS Trust/Dr. Jackson) disclosed in Schedule 2.7(a)(xiii) (Material Contracts) above, pursuant to which the Company licenses, inter alia, the patents/applications identified as items 1-35 in the chart below.<sup>1</sup>

2. See item #2 (Dr. Falahee) disclosed in Schedule 2.7(a)(xiii) (Material Contracts) above. On July 16, 2010, Dr. Falahee submitted to the Company three patent applications for the Company's review in accordance with Section 3.4 of the Intellectual Property Agreement. The Company has not yet determined whether it will accept or reject these applications. The three applications are:

<sup>1</sup> The SMS Trust/Dr. Jackson License is non-exclusive with respect to the "Helical Flange", "Instruments", "Methodologies", "BOT Implants" and "Non-Breakoff Closure Top Products" and is exclusive with respect to "Breakoff Closure Top Products", as each of those terms are defined in the License.



	Ctry	Application No. or Patent No.	Filing or Issue Date	Title	Licensor (Pending)
1.	US	11/678,892	2/26/07	MULTILEVEL FACET/LAMINAR FIXATION SYSTEM	Dr. Falahee
2.	US	12/701,874	2/9/10	PERCUTANEOUS LOCKING BONE FIXATION SYSTEM	Dr. Falahee
3.	US	11/678,713	2/26/07	DYNAMIC/STATIC FACET FIXATION DEVICE AND METHOD OPEN ENDED IMPLANTS	Dr. Falahee

3. Exclusive License Agreement between US Spine, Inc. and Parteq Research and Development Innovations effective as of January 15, 2009, pursuant to which the Company licenses, inter alia, the patents/applications identified as items 36-39 in the chart below.

Chart of Intellectual Property Licensed to the Company

	Ctry	Application No. or Patent No.	Filing or Issue Date	Title	Licensor
1.	US	60/627,000 <sup>1</sup>	11/10/04	HELICAL GUIDE AND ADVANCEMENT FLANGE WITH BREAK-OFF EXTENSIONS	SMS Trust/ Dr. Jackson
2.	US	6,726,689 <sup>1</sup>	4/27/04	HELICAL INTERLOCKING MATING GUIDE AND ADVANCEMENT STRUCTURE	SMS Trust/ Dr. Jackson
3.	US	5,720,751 <sup>1</sup>	2/24/98	TOOLS FOR USE IN SEATING SPINAL RODS IN OPEN ENDED IMPLANTS	SMS Trust/ Dr. Jackson
4.	US	10/950,377 <sup>1</sup>	9/24/04	SPINAL FIXATION TOOL SET AND METHOD FOR ROD REDUCTION AND FASTENER INSERTION	SMS Trust/ Dr. Jackson
5.	US	5,591,165 <sup>1</sup>	1/7/97	APPARATUS AND METHOD FOR SPINAL FIXATION AND CORRECTION OF SPINAL DEFORMITIES	SMS Trust/ Dr. Jackson
6.	US	6,997,927			SMS Trust/

	Ctry	Application No. or Patent No.	Filing or Issue Date	Title	Licensors
7.	US	5,591,165			Dr. Jackson SMS Trust/
8.	US	5,720,751			Dr. Jackson SMS Trust/
9.	US	6,015,409			Dr. Jackson SMS Trust/
10.	US	10/783,889			Dr. Jackson SMS Trust/
11.	US	10/784,066			Dr. Jackson SMS Trust/
12.	US	10/831,919			Dr. Jackson SMS Trust/
13.	US	11/101,859			Dr. Jackson SMS Trust/
14.	US	11/227,929			Dr. Jackson SMS Trust/
15.	US	11/246,320			Dr. Jackson SMS Trust/
16.	US	11/268,200			Dr. Jackson SMS Trust/
17.	US	11/973,155			Dr. Jackson SMS Trust/
18.	US	12/456,340			Dr. Jackson SMS Trust/
19.	US	12/454,132			Dr. Jackson SMS Trust/
20.	AU	682013			Dr. Jackson SMS Trust/
21.	AU	2003221793			Dr. Jackson SMS Trust/
22.	AU	2005304849			Dr. Jackson SMS Trust/
23.	CA	2149036			Dr. Jackson SMS Trust/
24.	CA	2493606			Dr. Jackson SMS Trust/
25.	CA	2586361			Dr. Jackson SMS Trust/
26.	EP	719118			Dr. Jackson SMS Trust/
27.	EP	1539004			Dr. Jackson SMS Trust/

	Ctry	Application No. or Patent No.	Filing or Issue Date	Title	Licensor
28.	EP	1799133			SMS Trust/ Dr. Jackson
29.	EP	1811911			SMS Trust/ Dr. Jackson
30/	JP	03-570718			SMS Trust/ Dr. Jackson
31.	JP	2006-511252			SMS Trust/ Dr. Jackson
32.	JP	2008-519656			SMS Trust/ Dr. Jackson
33.	FI	199502192			SMS Trust/ Dr. Jackson
34.	FR	2697743			SMS Trust/ Dr. Jackson
35.	NO	199501793			SMS Trust/ Dr. Jackson
36.	US	7,371,238	5/13/08	METHOD AND DEVICE FOR TREATING SCOLIOSIS	PARTEQ
37.	US	11/403,488	4/13/06	METHOD AND DEVICE FOR TREATING AILMENTS OF THE SPINE	PARTEQ
38.	US	12/068,850	2/12/08	METHOD AND DEVICE FOR TREATING SCOLIOSIS	PARTEQ
39.	CA	2,437,575	2/15/02	METHOD AND DEVICE FOR TREATING SCOLIOSIS	PARTEQ

<sup>1</sup> Including all related applications including continuations, patent applications, substitutions, amendments, extensions, reexaminations, continuations-in-part, divisions, reissues, additions and counterparts thereto.

***List of all unregistered trade names and corporate names used by the Company.***

1. "Phantom Plus" - used by the Company in connection with PEEK Cages.
2. "Z-Lift" - intended to be the product name for an extension limiting facet bone implant, however, the Company no longer intends to pursue this due to potential conflicts with other registered trademarks.
3. "Element" - biologics product that the Company distributes which has the US Spine company name and logo.