

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amedica Corporation		10/01/2018	Corporation: DELAWARE
U.S. Spine, Inc.		10/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CTL Medical Corporation		
Street Address:	4550 Excel Parkway, Ste. 300		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3274941	AMEDICA	
Registration Number:	3584131	AMEDICA	
Registration Number:	5546582	TAURUS	
Registration Number:	3584130		
Registration Number:	3640226	VALEO	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2148553025		
Email:	trademark@ccsb.com		
Correspondent Name:	Stephen L. Levine		
Address Line 1:	901 Main Street, Suite 5500		
Address Line 4:	Dallas, TEXAS 75202		
NAME OF SUBMITTER:	Stephen L. Levine		
SIGNATURE:	/stephen l. levine/		
DATE SIGNED:	03/04/2019		
Total Attachments: 12			

OP \$140.00 3274941

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), is made as of October 1, 2018 (the "Effective Date") by and among Amedica Corporation, a Delaware corporation, ("Amedica"), and US Spine, Inc., a Delaware corporation ("US Spine"), where Amedica and US Spine are from time to time hereinafter referred to as the "Seller", and CTL Medical Corporation, a Delaware corporation, or its assign (in either case, "Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller, dated as of September 5, 2018.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all trademarks, service marks, brands, certification marks, logos, product configuration, trade dress, trade names, domain names, Internet keywords, social networking identifiers, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("Trademarks");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall

take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without regard to any conflicts of law rules or principles that would result in the application of the laws of another jurisdiction.

[Signature pages follow]

IN WITNESS WHEREOF, Amedica and US Spine has each duly executed and delivered this Trademark Assignment as of the date first written above.

AMEDICA CORPORATION,
a Delaware corporation

By: [Signature]
Name: B. Sonny Bal, MD
Title: President and Chief Executive Officer

Address for Notices:
Amedica Corporation
1885 West 2100 South
Salt Lake City, Utah 84119
Fax: 801-839-3601
Attn: David O'Brien

ACKNOWLEDGMENT

STATE OF ~~UTAH~~ Missouri)
COUNTY OF Boone)SS.
)

On the 1 day of October, 2018, before me personally appeared B Sonny Bal, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in [his/her] authorized capacity as the _____, of Amedica Corporation, and acknowledged the instrument to be the free act and deed of Amedica Corporation for the uses and purposes mentioned in the instrument.

My Commission Expires: 4/7/22

[Signature]
Notary Public
Printed Name: Jerrilyn Carey



JERRILYN CAREY
My Commission Expires
April 7, 2022
Boone County
Commission #14430302

[Signature Page to Trademark Assignment Agreement]

US SPINE, INC.,
a Delaware corporation

By: [Signature]
Name: B. SONNY BAL
Title: PRESIDENT

Address for Notices:
US Spine, Inc.
1885 West 2100 South
Salt Lake City, Utah 84119
Fax: 801-839-3601
Attn: David O'Brien

ACKNOWLEDGMENT

STATE OF Missouri)
COUNTY OF Boone)SS.
)

On the 1 day of October, 2018, before me personally appeared B. Sonny Bal, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in [his/her] authorized capacity as the President of US Spine, Inc., and acknowledged the instrument to be the free act and deed of US Spine, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: 4/7/22

[Signature]
Notary Public
Printed Name: Jerrilyn Carey



JERRILYN CAREY
My Commission Expires
April 7, 2022
Boone County
Commission #14438362

[Signature Page to Trademark Assignment Agreement]

[Signature Page to Trademark Assignment Agreement]

AGREED TO AND ACCEPTED:

CTL MEDICAL CORPORATION,
a Delaware corporation

By: [Signature]
Name: DANIEL CHON
Title: PRESIDENT / CEO

Address for Notices:
CTL Medical
4550 Excel Parkway
Suite 300
Addison, Texas 75001
Fax: 888-831-4892
Attn: Daniel Chon

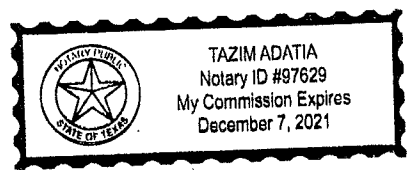
ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF DALLAS)SS.
)

On the 1 day of October, 2018, before me personally appeared Daniel Chon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of CTL Medical Corporation, and acknowledged the instrument to be the free act and deed of CTL Medical Corporation for the uses and purposes mentioned in the instrument.

My Commission Expires: 12/07/2021

[Signature]
Notary Public
Printed Name: TAZIM ADATIA



SCHEDULE 1
TRADEMARKS

(see attached)

SCHEDULE I
TRADEMARKS

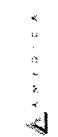
Mark	Country	Status	Owner	Filing Date Reg. Date	Serial No. Reg. No.	Steel Ref No.
AMEDICA	United States of America	Registered	AMEDICA CORPORATION	05/30/2006 08/07/2007	78/896,311 3274941	0033939-00006:030

Class
010
042

Goods/Services
Medical and surgical apparatus, namely, reconstructive orthopedic implants, spinal implants comprised of artificial materials.
Design and development of orthopedic devices.

Mark	Country	Status	Owner	Filing Date Reg. Date	Serial No. Reg. No.	Steel Ref No.
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AMEDICA AND DESIGN	United States of America	Registered	AMEDICA CORPORATION	09/28/2007 03/03/2009	77/291,939 3584131	0033939-00006:035
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Class
010

Goods/Services
Medical and surgical apparatus, namely, reconstructive orthopedic implants, spinal implants comprised of artificial materials.

042 Design and development of orthopedic devices.

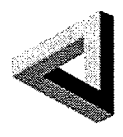
Mark	Country	Status	Owner	Filing Date Reg. Date	Serial No. Reg. No.	Steel Ref No.
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TAURUS	United States of America	Registered	AMEDICA CORPORATION	11/08/2016 08/21/2018	87/230,346 5546582	0033939-00006:074
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Class	Goods/Services
010	Bone screws.

Mark	Country	Status	Owner	Filing Date Reg. Date	Serial No. Reg. No.	Steel Ref No.
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TRIANGLE DESIGN United States of America Registered AMEDICA CORPORATION 09/28/2007 77/291,928 0033939-00006:051
 America 03/03/2009 3584130



Class	Goods/Services
010	Medical and surgical apparatus, namely, reconstructive orthopedic implants, spinal implants comprised of artificial materials.
042	Design and development of orthopedic devices.

Mark	Country	Status	Owner	Filing Date Reg. Date	Serial No. Reg. No.	Stoel Ref No.
VALEO	United States of America	Registered	AMEDICA CORPORATION	03/29/2007 06/16/2009	77/144,274 3640226	0033939-00006:048
	Class		Goods/Services			
	010		Medical and surgical apparatus, namely, reconstructive orthopedic implants comprised of artificial materials and spinal implants comprised of artificial materials.			