

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K/A**

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 8, 2015

**Amedica Corporation**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation)

**001-33624**  
(Commission File Number)

**84-1375299**  
(IRS Employer Identification No.)

**1885 West 2100 South**  
**Salt Lake City, Utah 84119**

(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: **(801) 839-3500**

**N/A**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Explanatory Note**

On September 8, 2015, Amedica Corporation (the “Company”) filed a Current Report on Form 8-K (the “Original Form 8-K”) to report on, among other things, the issuance and sale of an aggregate of 13,123,360 shares of common stock and Series B Warrants to purchase 13,123,360 shares of common stock for an aggregate purchase price of \$0.381 per share of common stock and Series B Warrant (the “Offering”). The Offering was made pursuant to the Company’s shelf registration statement on Form S-3 (File No. 333-205545), which became effective on July 20, 2015. Gross proceeds from the Offering are approximately \$5.0 million. This amendment is being filed solely to amend the Original Form 8-K to include Exhibits 5.1 and 23.1 hereto. Except as otherwise noted, the Original Form 8-K is unaltered hereby.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
4.1*	Form of Series A Warrant
4.2*	Form of Series B Warrant
4.3*	Form of Series C Warrant
4.4*	Form of Series D Warrant
5.1	Opinion of Dorsey & Whitney LLP
	Consent and First Amendment to Loan and Security Agreement dated September 8, 2015 by and among Hercules Technology Growth Capital, Inc., the financial institutions signatory thereto, Amedica Corporation, and the guarantors signatory thereto.
10.1*	
	First Amendment to Warrant to Purchase Shares of Common Stock of Amedica Corporation dated September 8, 2015, by and between Amedica Corporation and Hercules Technology III, L.P.
10.2*	
	Settlement and Waiver Agreement dated September 8, 2015, by and among Amedica Corporation and MG Partners II, Ltd.
10.3*	
	Placement Agency Agreement between Amedica Corporation and Ladenburg Thalmann & Co. Inc.
10.4*	
	Form of Securities Purchase Agreement between Amedica Corporation and the Purchasers Dated September 8, 2015
10.5*	
	Form of Registration Rights Agreement
10.6*	
23.1	Consent of Dorsey & Whitney LLP (contained in Exhibit 5.1 above)
99.1*	Press Release Dated September 8, 2015

\* Filed Previously.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMEDICA CORPORATION

Date: September 9, 2015

By: /s/ Ty Lombardi  
Name: Ty Lombardi  
Title: Vice President, Finance

## EXHIBIT INDEX

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September 9, 2015

Amedica Corporation  
1885 West 2100 South  
Salt Lake City, UT 84119

Re: Registration Statement on Form S-3 (File No. 333-205545)

Ladies and Gentlemen:

We have acted as counsel to Amedica Corporation, a Delaware corporation (the "Company"), in connection with the filing by the Company with the Securities and Exchange Commission (the "Commission") of a Prospectus Supplement (the "Prospectus Supplement"), dated September 8, 2015, to the Prospectus, dated July 20, 2015, included in the Registration Statement on Form S-3 (File No. 333-205545) (the "Registration Statement") filed by the Company with the Commission under the Securities Act of 1933, as amended (the "Securities Act"), relating to (i) the offer and sale by the Company of 13,123,360 shares of common stock, par value \$0.01 per share ("Common Stock"), of the Company (the "Shares") and Series B Common Stock Purchase Warrants (the "Series B Warrants") and (ii) shares of Common Stock issuable upon exercise of the Series B Warrants (the "Warrant Shares"). The Shares and Series B Warrants will be sold pursuant to a Securities Purchase Agreement, dated September 8, 2015 (the "Securities Purchase Agreement"), among the Company and the purchasers named therein.

We have examined such documents and have reviewed such questions of law as we have considered necessary or appropriate for the purposes of our opinions set forth below. In rendering our opinions set forth below, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to us as copies. We have also assumed the legal capacity for all purposes relevant hereto of all natural persons and, with respect to all parties to agreements or instruments relevant hereto other than the Company, that such parties had the requisite power and authority (corporate or otherwise) to execute, deliver and perform such agreements and instruments, that such agreements and instruments have been duly authorized by all requisite action (corporate or otherwise), executed and delivered by such parties and that such agreements and instruments are the valid, binding and enforceable obligations of such parties. As to questions of fact material to our opinions, we have relied upon certificates or comparable documents of officers and other representatives of the Company and of public officials.

Based on the foregoing, we are of the opinion that:

1. The Shares, when issued and delivered against payment of the consideration therefor specified in the Securities Purchase Agreement, will be validly issued, fully paid and non-assessable.
2. The Series B Warrants, when issued, executed and delivered to the purchasers thereof against payment of the consideration therefor as described in the Securities Purchase Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.
3. The Warrant Shares initially issuable upon exercise of the Series B Warrants, when issued and delivered by the Company upon exercise of the Series B Warrants in accordance with the terms thereof, including, without limitation, payment of the consideration therefor as described in the Series B Warrants, will be validly issued, fully paid and non-assessable.

Our opinion set forth in paragraphs 2 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law relating to or affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws).

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Our opinion set forth in paragraph 2 above is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

Our opinion set forth in paragraphs 2 above is subject to limitations regarding the availability of indemnification and contribution where such indemnification or contribution may be limited by applicable law or the application of principles of public policy.

We express no opinion as to the enforceability of (i) provisions that relate to choice of law, forum selection or submission to jurisdiction (including, without limitation, any express or implied waiver of any objection to venue in any court or of any objection that a court is an inconvenient forum) to the extent that the validity, binding effect or enforceability of any such provision is to be determined by any court other than a state court of the State of New York, (ii) waivers by the Company of any statutory or constitutional rights or remedies, (iii) terms which excuse any person or entity from liability for, or require the Company to indemnify such person or entity against, such person's or entity's negligence or willful misconduct or (iv) obligations to pay any prepayment premium, default interest rate, early termination fee or other form of liquidated damages, if the payment of such premium, interest rate, fee or damages may be construed as unreasonable in relation to actual damages or disproportionate to actual damages suffered as a result of such prepayment, default or termination.

We draw your attention to the fact that, under certain circumstances, the enforceability of terms to the effect that provisions may not be waived or modified except in writing may be limited.

Our opinions expressed above are limited to the laws of the State of New York and the Delaware General Corporation Law.

We hereby consent to the filing of this opinion as an exhibit to a Current Report on Form 8-K to be filed by the Company with the Commission on the date hereof, which Current Report on Form 8-K will be incorporated by reference into the Registration Statement, and to the reference to our firm under the heading "Legal Matters" in the Prospectus Supplement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Dorsey & Whitney LLP

DFM/SPG/BRR