
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

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

Date of report (Date of earliest event reported): **July 28, 2017**

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, UT
(Address of principal executive offices)

84119
(Zip Code)

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

Not applicable
(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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Item 1.01 Entry into a Material Definitive Agreement.

On July 28, 2017, Amedica Corporation (“Amedica” or the “Company”) closed on a \$2.5 million term loan (the “Loan”) with North Stadium Investments, LLC (“North Stadium”), a company owned and controlled by the Company’s Chief Executive Officer and Chairman of the Board, Dr. Sonny Bal. In connection with the Loan, the Company issued to North Stadium, a Secured Promissory Note in the amount of \$2.5 million (the “Note”). The Note bears interest at the rate of 10% per annum, requires the Company to make monthly interest only payments for a period of 12 months, and principal and any unpaid accrued interest are due and payable 12 months from the effective date of the Note, July 28, 2017. The Note is secured by substantially all of the assets of the Company pursuant to a security agreement between the Company and North Stadium dated July 28, 2017 (the “Security Agreement”), and is junior to the already existing security interest in such assets of the Company held by Hercules Capital, Inc. In connection with the Loan and as additional consideration for the Loan, the Company issued to North Stadium a warrant to acquire up to 660,000 common shares with a purchase price set at \$0.42 per share and a 5 year term (the “Warrant”).

The issuance of the Note and the Warrant was exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), pursuant to the exemption for transactions by an issuer not involving any public offering under Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D promulgated thereunder based, in part, on representations made to the Company by North Stadium.

The foregoing descriptions of the Note, the Security Agreement and the Warrant summarize the material terms of such agreements but do not purport to be complete, and are qualified in their entirety by reference to each such document, filed as Exhibits attached hereto and incorporated herein by reference.

Item 2.03 Creation of Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure set forth in Item 1.01 is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure set forth in Item 1.01 is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits.**

- 4.1 Secured Promissory Note with North Stadium Investments, LLC
 - 4.2 North Stadium Investments, LLC Warrant to Purchase Common Stock
 - 10.1 Security Agreement, dated July 28, 2017, by and between the Company and North Stadium Investments, LLC.
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SIGNATURE

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: August 3, 2017

/s/ B. Sonny Bal

B. Sonny Bal, MD
Chief Executive Officer

THIS SECURED PROMISSORY NOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN SUBORDINATION AGREEMENT DATED JULY 28, 2017 AMONG LENDER (DEFINED BELOW), BORROWER (DEFINED BELOW) AND HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

SECURED PROMISSORY NOTE

\$2,500,000

July 28, 2017
(the “**Effective Date**”)

For Value Received, Ameca Corporation, a Delaware corporation, with its principal place of business at 1885 West 2100 South, Salt Lake City, Utah 84119 (“**Borrower**”), hereby promises to pay to the order of North Stadium Investments, LLC, a limited liability company organized under the laws of the State of Missouri (“**Lender**”), in lawful money of the United States of America, the principal amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), plus applicable interest, pursuant to the below terms.

**ARTICLE I.
DEFINITIONS**

Section 1.1 Defined Terms. As used in this Note, the following terms shall have the following respective meanings (and such meanings shall be equally applicable to both the singular and plural form of the terms defined, as the context may require).

“**Borrower**”: As defined in the opening paragraph.

“**Business Day**”: Any day (other than a Saturday, Sunday or legal holiday in the State of Utah) on which lending institutions are permitted to be open in the State of Utah.

“**Charges**”: As defined in Section 2.1(d).

“**Change of Control**”: Any of the following will constitute a Change of Control of Borrower: (a) Borrower merges with another entity and Borrower is not the surviving entity; (b) Borrower sells, in a single transaction or a series of transactions, all or substantially all its assets; or (c) occupation of a majority of the seats (other than vacant seats) on the board of directors of Borrower by persons who were neither (i) nominated by the board of directors of Borrower nor (ii) appointed by directors so nominated.

“**Event of Default**”: Any event described in Section 4.1(a).

“**Lender**”: As defined in the opening paragraph.

“**Loan**”: The loan evidenced by this Note from Lender to Borrower in the original principal amount of \$2,500,000.

“**Loan Documents**”: Collectively, this Note, the Security Agreement, the Subordination Agreement and the Warrant.

“**Loan Initiation Fee**”: As defined in Section 2.4.

“**Maturity Date**”: The date that is twelve (12) months after the Effective Date.

“**Maximum Rate**”: As defined in Section 2.1(d).

“**Non-Default Interest Rate**”: As defined in Section 2.1(a).

“**Note**”: This Secured Promissory Note, as the same may be amended, restated or modified from time to time.

“**Principal Amount**”: The amount of \$2,500,000, as may be decreased from time to time by one or more repayments to Lender pursuant to the terms of this Note.

“**Reimbursement Amount**”: As defined in Section 5.1.

“**Security Agreement**”: That certain Security Agreement dated effective as of the Effective Date, between Borrower and Lender, as the same may be amended, restated or modified from time to time.

“**Subordination Agreement**”: That certain Subordination Agreement dated effective as of the Effective Date, among Borrower, Lender and Hercules Technology Growth Capital, Inc., as the same may be amended, restated or modified from time to time.

“**Warrant**”: That certain Warrant Agreement between the Lender and the Borrower dated July 28, 2017, relating to the right of Lender to purchase up to 660,000 shares of common stock of the Borrower pursuant to the terms and conditions set forth therein

ARTICLE II. TERMS OF THE NOTE

Section 2.1 Interest Rate; Default Interest; Interest Payments.

(a) Interest shall accrue daily on the Principal Amount outstanding from (and including) the Effective Date until (but excluding) the date that the Principal Amount is paid in full to Lender at a rate equal to 10.0% per annum (the “Non-Default Rate”). Upon the occurrence and during the continuance of any Event of Default, interest shall, at the option of Lender, accrue daily on the Principal Amount outstanding until paid in full at a rate per annum equal to the Non-Default Rate, plus 5.0%.

(b) Interest shall be calculated based on a year of three hundred sixty (360) days and charged for the actual number of days elapsed and shall compound annually.

(c) Borrower shall make monthly interest payments on the amount of interest outstanding by no later than the 5th day of each calendar month, beginning on September 5, 2017.

(d) Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to this Note, together with all fees, charges and other amounts which are treated as interest on this Note under applicable law (collectively, the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by Lender in accordance with applicable law, the rate of interest payable in respect of this Note, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate. If Lender receives interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the Principal Amount or, if it exceeds the unpaid Principal Amount, refunded to Borrower.

Section 2.2 Repayment of Principal Amount. The unpaid Principal Amount, together with all accrued and unpaid interest thereon, shall be due and payable on or before the earliest of (a) the Maturity Date; (b) upon a Change of Control; and (c) the date the Principal Amount otherwise becomes due and payable by acceleration pursuant to Section 4.2.

Section 2.3 Voluntary Prepayments. Borrower may prepay the Principal Amount or any other amounts owed under this Note at any time and from time to time, in whole or in part, without premium or penalty.

Section 2.4 Voluntary Prepayments. Borrower may prepay the Principal Amount or any other amounts owed under this Note at any time and from time to time, in whole or in part, without premium or penalty.

Section 2.4 Loan Initiation Fee. Borrower shall pay to Lender on the Effective Date a fee (the "Loan Initiation Fee") equal to \$50,000. The Loan Initiation Fee is non-refundable, shall be deducted from the Loan proceeds to Borrower, and shall be deemed wholly earned by Lender upon Borrower's receipt of the Loan.

Section 2.5 Payments Set Aside. If any payment by or on behalf of Borrower is made to Lender, and such payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other person or entity, then to the extent of such recovery, the obligation originally intended to be satisfied, and all rights and remedies relating thereto, shall be revived and continued in full force and effect as if such payment had not occurred.

Section 2.6 Payments Due on Non-Business Days. Whenever any payment to be made hereunder shall be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time, in the case of a payment of principal, shall be included in the computation of any interest on such principal payment.

Section 2.7 Collateral. The indebtedness evidenced by this Note is secured by the Security Agreement and the "Collateral" defined therein, upon the terms set forth in the Security Agreement.

**ARTICLE III.
REPRESENTATIONS AND WARRANTIES**

Section 3.1 Representations and Warranties. Borrower represents and warrants to Lender that (a) Borrower is a corporation duly organized and in good standing under Delaware law and duly qualified to do business in each jurisdiction where such qualification is necessary; (b) the execution and delivery of this Note, and the performance by Borrower of its obligations hereunder are within Borrower's company powers and have been duly authorized by all necessary corporate action; (c) this Note is Borrower's legal, valid and binding obligation, enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Note by Borrower will not (i) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Borrower, or (ii) violate or contravene any provision of the organizational documents of Borrower.

**ARTICLE IV.
EVENTS OF DEFAULT AND REMEDIES**

Section 4.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default:

(a) Borrower fails to make when due, whether by acceleration or otherwise, any payment of principal of or interest on this Note.

(b) Borrower shall become insolvent or shall generally not pay its respective debts as they mature or shall apply for, shall consent to, or shall acquiesce in the appointment of a custodian, trustee or receiver of Borrower or for a substantial part of the property thereof, or a custodian, trustee or receiver shall be appointed for Borrower or for a substantial part of the property thereof and shall not be discharged within 45 days, or Borrower shall make an assignment for the benefit of creditors.

(c) Any bankruptcy, reorganization, debt arrangement or other proceedings under any bankruptcy or insolvency law shall be instituted by or against Borrower and, if instituted against Borrower, shall have been consented to or acquiesced in by Borrower, or shall remain undismissed for 60 days, or an order for relief shall have been entered against Borrower.

(d) Any dissolution or liquidation proceeding shall be instituted by or against Borrower and, if instituted against Borrower, shall be consented to or acquiesced in by Borrower or shall remain undismissed for 45 days.

(e) Any execution or attachment shall be issued whereby any substantial part of the property of Borrower shall be taken or attempted to be taken and the same shall not have been vacated or stayed within 60 days after the issuance thereof.

(f) A default exists under any of the other Loan Documents, and such default shall continue for 30 calendar days after Lender gives notice of such default to the Borrower.

Section 4.2 Remedies. If (a) any Event of Default described in Sections 4.1 (b), (c) or (d) shall occur, this Note and all obligations hereunder shall automatically become immediately due and payable; or (b) any other Event of Default shall occur and be continuing, then Lender may declare the outstanding unpaid principal balance of this Note, the accrued and unpaid interest thereon and all other obligations hereunder to be forthwith due and payable, whereupon this Note, all accrued and unpaid interest thereon and all such obligations hereunder shall immediately become due and payable, in each case without presentment, demand, protest or other notice of any kind. Upon the occurrence of any of the events described in the preceding sentence, Lender may exercise all rights and remedies under any of the Loan Documents, and enforce all rights and remedies under any applicable law.

Section 4.3 No Waiver; Remedies. No failure or delay on the part of Lender in exercising any power or right under this Note shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof of the exercise of any other power or right. No notice to or demand on Borrower in any case shall entitle Lender to any notice or demand in similar or other circumstances. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

ARTICLE V. MISCELLANEOUS

Section 5.1 Expenses. Borrower agrees to pay or reimburse Lender, up to an amount of \$15,000 (the “**Reimbursement Amount**”), for all reasonable out of pocket expenses paid or incurred by Lender in connection with the negotiation, preparation, approval, execution and delivery of this Note and the other Loan Documents. The Reimbursement Amount is non-refundable, shall be deducted from the Loan proceeds to Borrower, and shall be deemed wholly earned by Lender upon Borrower’s receipt of the Loan.

Section 5.2 Governing Law and Consent to Jurisdiction. THIS NOTE IS TO BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW. AT THE OPTION OF LENDER, THIS NOTE MAY BE ENFORCED IN ANY FEDERAL OR STATE COURT SITTING IN DELAWARE AND BORROWER CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT THE VENUE IN SUCH FORUMS IS NOT CONVENIENT.

Section 5.3 Waiver of Jury Trial. BORROWER AND, BY ITS ACCEPTANCE OF THIS NOTE, LENDER IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 5.4 Notices. Any notice or other communication to any party in connection with this Note shall be in writing and shall be sent by e-mail, manual delivery, overnight courier or United States mail (postage prepaid) addressed to such party at the address specified in the preamble hereto, or at such other address as such party shall have specified to the other party hereto in writing. All periods of notice shall be measured from the date of delivery thereof if sent by e-mail or manually delivered or, from the first business day after the date of sending if sent by overnight courier, or from four days after the date of mailing if mailed.

Section 5.5 Successors and Assigns. This Agreement shall (a) be binding upon Borrower and its respective successors and assigns, and (b) inure, together with the rights and remedies of Lender hereunder, to the benefit of, and be enforceable by, Lender and its successors, heirs, and assigns. Notwithstanding anything to the contrary, neither Borrower nor Lender may assign their respective rights or delegate their respective obligations hereunder without the prior written consent of the other party.

Section 5.6 Entire Agreement; Amendment; Waiver. This Note embodies the entire understanding between Lender and Borrower with respect to the subject matter hereof. This Note supersedes all prior agreements and understandings relating to the subject matter hereof. This Note may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Note shall be considered as a general waiver.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has duly caused this Note to be dated and effective as of the date first above written.

AMEDICA CORPORATION, a Delaware corporation

By: _____
Name: _____
Title: _____

[Signature Page to Secured Promissory Note]

NEITHER THIS WARRANT NOR THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN OR WILL BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SUBJECT TO SECTION 5 BELOW, THIS WARRANT AND THE SECURITIES UNDERLYING THIS WARRANT MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, EXCEPT PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS AND IN ACCORDANCE WITH ALL APPLICABLE STATES SECURITIES LAWS AND, IF REQUIRED BY THE COMPANY, AN OPINION OF COUNSEL FOR HOLDER OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO COMPANY, THAT SUCH TRANSFER IS NOT REQUIRED TO BE REGISTERED UNDER THE SECURITIES ACT. ADDITIONALLY, THIS WARRANT MAY NOT BE EXERCISED ABSENT AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS.

**WARRANT TO PURCHASE SHARES OF COMMON STOCK
of
AMEDICA CORPORATION**

July 28, 2017

THIS CERTIFIES THAT, for value received, North Stadium Investments, LLC, a Missouri limited liability company ("Holder"), is entitled to subscribe for and purchase Six Hundred and Sixty Thousand (660,000) fully paid and nonassessable shares of Common Stock of Amedica Corporation, a Delaware corporation ("Company") upon payment of the Warrant Price (as hereinafter defined), in all cases subject to the adjustments and provisions and upon the terms and conditions hereinafter set forth. The exercise price shall be the Warrant Price. This Warrant is being issued in connection with that certain secured promissory note by and between Holder and Company dated July 28, 2017. As used herein, the term "Common Stock" shall mean Company's presently authorized common stock, \$0.01 par value per share, and any stock into which such shares may hereafter be converted or exchanged and the term "Warrant Shares" shall mean the shares of Common Stock which Holder may acquire pursuant to this Warrant and any other shares of stock into which such shares of Common Stock may hereafter be converted or exchanged.

1. Warrant Price. The "Warrant Price" shall initially be \$0.42 per share, subject to adjustment as provided in Section 6 below.
 2. Conditions to Exercise. The purchase right represented by this Warrant may be exercised at any time, or from time to time, in whole or in part during the term commencing on the date hereof and ending at 5:00 P.M. (Central time) on the fifth anniversary following the date of this Warrant (the "Expiration Date").
 3. Method of Exercise or Conversion; Payment; Issuance of Shares; Issuance of New Warrant.
 - (a) Cash Exercise. Subject to Section 2 hereof, the purchase right represented by this Warrant may be exercised by Holder hereof, in whole or in part, by the surrender of the original of this Warrant (together with a duly executed Notice of Exercise in substantially the form attached hereto) at the principal office of Company (as set forth in Section 15 below) and by payment to Company, by certified or bank check, or wire transfer of immediately available funds, of an amount equal to the then applicable Warrant Price per share multiplied by the number of Warrant Shares then being purchased. In the event of any exercise of the rights represented by this Warrant, certificates for the Warrant Shares so purchased shall be in the name of, and delivered to, Holder hereof, or as such Holder may direct (subject to the terms of transfer contained herein and upon payment by such Holder hereof of any applicable transfer taxes). Such delivery shall be made within 3 business days after exercise of this Warrant and at Company's expense and, unless this Warrant has been fully exercised, converted or expired, a new Warrant having terms and conditions substantially identical to this Warrant, representing the portion of the Warrant Shares, if any, and with respect to the remaining term of this Warrant with respect to which this Warrant shall not have been exercised or converted, shall also be issued to Holder hereof within 3 business days after exercise of this Warrant.
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(b) Conversion. In lieu of exercising this Warrant as specified in Section 3(a), Holder may from time to time convert this Warrant, in whole or in part, into Warrant Shares by surrender of the original of this Warrant (together with a duly executed Notice of Exercise in substantially the form attached hereto) at the principal office of Company, in which event Company shall issue to Holder the number of Warrant Shares computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where:

X = the number of Warrant Shares to be issued to Holder.

Y = the number of Warrant Shares requested to be purchased under this Warrant (at the date of such calculation).

A = the Fair Market Value of one share of Company's Common Stock (at the date of such calculation).

B = Warrant Price (as adjusted to the date of such calculation).

(c) Fair Market Value. For purposes of this Section 3, Fair Market Value of one share of Company's Common Stock shall mean:

(i) For any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the average of the last reported sales price of the Common Stock on the Trading Market on which the Common Stock is then listed or quoted for the five (5) trading days prior to the date of determination of Fair Market Value as reported by Bloomberg L.P. (based on a trading day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the Common Stock is quoted on the OTC Bulletin Board, the average of the closing bid and asked prices of Common Stock on the OTC Bulletin Board for the five (5) trading days prior to the date of determination of Fair Market Value, (c) if the Common Stock is not then listed or quoted for trading on the OTC Bulletin Board and if prices for the Common Stock are then reported in the "Pink Sheets" published by Pink OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company; or

(ii) In the event of an exercise in connection with a merger, acquisition or other consolidation in which Company is not the surviving entity, the value to be received per share of Common Stock by all holders of Common Stock in such transaction as determined in the reasonable good faith judgment of Company's Board of Directors.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

In the event of Section 3(c)(ii) above, Company's Board of Directors shall prepare a certificate, to be signed by an authorized officer of Company, setting forth in reasonable detail the basis for and method of determination of the per share Fair Market Value of Common Stock. In the event of Section 3(c)(ii), the Board of Directors will also certify to Holder that this per share Fair Market Value will be applicable to all holders of Company's Common Stock. Such certifications must be made to Holder, in the event of Section 3(c)(ii) above, at least ten (10) business days prior to the proposed effective date of the merger, acquisition or other consolidation. In all cases, delivery of the Warrant Shares to be issued on conversion shall be made within 3 business days after conversion of this Warrant and at Company's expense and, unless this Warrant has been fully exercised, converted or expired, a new Warrant having terms and conditions substantially identical to this Warrant, representing the portion of the Warrant Shares, if any, and with respect to the remaining term of this Warrant with respect to which this Warrant shall not have been exercised, shall also be issued to Holder hereof within 3 business days after conversion of this Warrant.

(d) Automatic Exercise. To the extent this Warrant is not previously exercised, it shall be deemed to have been automatically converted in accordance with Sections 3(b) and 3(c) hereof (even if not surrendered) as of immediately before its expiration, involuntary termination or cancellation (including, without limitation, pursuant to Section 3(e)(ii)) if the then-Fair Market Value of a Warrant Share exceeds the then-Warrant Price, unless Holder notifies Company in writing to the contrary prior to such automatic exercise. The Warrant Shares shall be delivered within 3 business days after such automatic conversion, and if the Warrant Shares can be issued electronically using the Fast Automated Securities Transfer Program of the Depository Trust Company (or similar program), upon Holder's request, Company shall issue the Warrant Shares electronically in accordance with Holder's written instructions delivered to Company in a timely manner.

(e) Treatment of Warrant Upon Acquisition of Company.

(i) Certain Definitions. For the purpose of this Warrant: "Acquisition" means any sale, license, assignment, or other disposition of all or substantially all of the assets of Company, or any reorganization, consolidation, or merger of Company, or sale of outstanding Company securities by holders thereof, where the holders of Company's securities as of immediately before the transaction beneficially own less than a majority of the outstanding voting securities of the successor or surviving entity as of immediately after the transaction. For purposes of this Section 3(e), "Affiliate" shall mean any person or entity that owns or controls directly or indirectly ten percent (10%) or more of the voting capital stock of Company, any person or entity that controls or is controlled by or is under common control with such persons or entities, and each of such person's or entity's officers, directors, joint venturers or partners, as applicable. Company shall provide Holder with written notice of any proposed Acquisition not later than ten (10) business days prior to the closing thereof setting forth the material terms and conditions thereof, and shall provide Holder with copies of the draft transaction agreements and other documents in connection therewith and with such other information respecting such proposed Acquisition as may reasonably be requested by Holder.

(ii) Acquisition for Cash. Holder agrees that, in the event of an Acquisition in which the sole consideration is cash, this Warrant shall be automatically exercised (or terminate) as provided in Section 3(d) on and as of the closing of such Acquisition to the extent not previously exercised.

(iii) Asset Sale. In the event of an Acquisition that is an arm's length sale of all or substantially all of Company's assets (and only its assets) to a third party that is not an Affiliate of Company (a "True Asset Sale"), Holder may either (a) exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition, or (b) permit the Warrant to continue until the Expiration Date if Company continues as a going concern following the closing of any such True Asset Sale.

(iv) Assumption of Warrant. Upon the closing of any Acquisition other than as particularly described in Section 3(e)(ii) or 3(e)(iii) above, Company shall, unless Holder requests otherwise, cause the surviving or successor entity to assume this Warrant and the obligations of Company hereunder, and this Warrant shall, from and after such closing, be exercisable for the same class, number and kind of securities, cash and other property as would have been paid for or in respect of the shares issuable (as of immediately prior to such closing) upon exercise in full hereof as if such shares had been issued and outstanding on and as of such closing, at an aggregate Warrant Price equal to the aggregate Warrant Price in effect as of immediately prior to such closing; and subject to further adjustment thereafter from time to time in accordance with the provisions of this Warrant.

(v) Delivery of Consideration. The cash and/or property received in connection with the exercise or conversion of this Warrant as provided in this Subsection 3(e) shall be delivered to Holder promptly, but in no event longer than 3 business days after the closing of the Acquisition.

4. Representations and Warranties of Holder and Company.

(a) Representations and Warranties by Holder. Holder represents and warrants to Company as of the date hereof with respect to this Warrant as follows:

(i) Evaluation. Holder has substantial experience in evaluating and investing in private placement transactions of securities of companies similar to Company so that Holder is capable of evaluating the merits and risks of its investment in Company and has the capacity to protect its interests.

(ii) No Public Sale or Distribution. Holder is (i) acquiring these Warrants and (ii) upon exercise of the Warrants or upon a conversion of the Warrants will acquire the Warrant Shares issuable upon exercise of the Warrants (together with the Warrants, the “Securities”), for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act; provided, however, that by making the representations herein, Holder reserves the right to dispose of the Securities at any time in accordance with or pursuant to registration under the Securities Act or an available exemption from such registration requirements and in each case in accordance with any applicable state securities laws. Holder does not presently have any agreement or understanding, directly or indirectly, with any person to distribute any of the Securities.

(iii) Accredited Investor Status. Holder is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act.

(iv) Reliance on Exemptions. Holder understands that the Securities have not been registered under the Securities Act or any applicable state securities laws and are being offered and sold to it in reliance on the exemptions from registration under the Securities Act provided by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D under the Securities Act and pursuant to similar exemptions from any applicable state securities laws and that the Company is relying in part upon the truth and accuracy of, and Holder’s compliance with, the representations, warranties, agreements, acknowledgments and understandings of Holder set forth herein in order to determine the availability of such exemptions and the eligibility of Holder to acquire the Securities.

(v) Information. Holder and its advisors, if any, have had access to the Company’s reporting documents as filed with the United States Securities and Exchange Commission (the “SEC”) filed electronically on EDGAR and available at www.sec.gov and has been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities that have been requested by Holder. Holder and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Neither such inquiries nor any other due diligence investigations conducted by Holder or its advisors, if any, or its representatives shall modify, amend or affect Holder’s right to rely on the Company’s representations and warranties contained herein. Holder understands that its investment in the Securities involves a high degree of risk. Holder has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Securities.

(vi) No Governmental Review. Holder understands that no United States federal or state agency or any other government or governmental agency, including but not limited to the SEC, has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

(vii) Transfer or Resale. Holder understands that: (i) the Securities have not been and are not being registered under the Securities Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred, directly or indirectly, unless (A) subsequently registered thereunder, (B) such sale, offer, assignment or transfer is to the Company, (C) the sale, offer, assignment or transfer is made pursuant to the exemption from the registration requirements under the Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities laws provided that Holder has furnished to the Company reasonable assurances, in form and substance reasonably satisfactory to the Company, that registration is not required under the Securities Act or (D) such sale, offer, assignment or transfer is pursuant to a transaction that does not require registration under the Securities Act or any applicable state securities laws provided that such Holder has furnished to the Company an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company that registration is not required under the Securities Act; (ii) neither the Company nor any other person is under any obligation to register the Securities under the Securities Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder.

(viii) Legends. Holder understands that the certificates or other instruments representing the Warrant Shares issuable upon exercise of this Warrant, except as set forth below, shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such stock certificates):

THESE SECURITIES HAVE NOT BEEN NOR WILL BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SUBJECT TO SECTION 5 BELOW, THESE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, EXCEPT PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS AND IN ACCORDANCE WITH ALL APPLICABLE STATES SECURITIES LAWS AND, IF REQUIRED BY THE COMPANY, AN OPINION OF COUNSEL FOR HOLDER OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO COMPANY, THAT SUCH TRANSFER IS NOT REQUIRED TO BE REGISTERED UNDER THE SECURITIES ACT.

The legend set forth above shall be removed and/or the Company shall issue a certificate without such legend to the holder of the Securities upon which it is stamped if (i) such Securities are registered for resale by the holder under the Securities Act, or (ii) the Securities are sold, assigned or transferred pursuant to Rule 144, or can be sold, assigned or transferred pursuant to Rule 144 without the requirement to be in compliance with Rule 144(c)(i), and such holder provides the Company with reasonable assurances, in form and substance reasonably satisfactory to the Company, to the effect that such sale, assignment or transfer of the Securities may be made without registration under the applicable requirements of the Securities Act including an opinion of counsel for Holder reasonably satisfactory to Company.

(b) Representations and Warranties by Company. Company hereby represents and warrants to Holder that the statements in the following paragraphs of this Section 4(b) are true and correct as of the date hereof.

(i) Corporate Organization and Authority. Company (a) is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, (b) has the corporate power and authority to own and operate its properties and to carry on its business as now conducted and as proposed to be conducted; and (c) is qualified as a foreign corporation in all jurisdictions where such qualification is required.

(ii) Corporate Power. Company has all requisite legal and corporate power and authority to execute, issue and deliver this Warrant, to issue the Warrant Shares issuable upon exercise or conversion of this Warrant, and to carry out and perform its obligations under this Warrant and any related agreements.

(iii) Authorization; Enforceability. All corporate action on the part of Company, its officers, directors and shareholders necessary for the authorization, execution, delivery and performance of its obligations under this Warrant and for the authorization, issuance and delivery of this Warrant and the Warrant Shares issuable upon exercise of this Warrant has been taken and this Warrant constitutes the legally binding and valid obligation of Company enforceable in accordance with its terms.

(iv) Valid Issuance of Warrant and Warrant Shares. This Warrant has been validly issued and is free of restrictions on transfer other than restrictions on transfer set forth herein and under applicable state and federal securities laws. The Warrant Shares issuable upon exercise or conversion of this Warrant, when issued, sold and delivered in accordance with the terms of this Warrant for the consideration expressed herein, will be duly and validly issued, fully paid and nonassessable, and will be free of restrictions on transfer other than restrictions on transfer under this Warrant and under applicable state and federal securities laws. Subject to applicable restrictions on transfer, the issuance and delivery of this Warrant and the Warrant Shares issuable upon exercise or conversion of this Warrant are not subject to any preemptive or other similar rights or any liens or encumbrances except as specifically set forth in Company's Certificate of Incorporation ("Certificate of Incorporation") or this Warrant. The offer, sale and issuance of the Warrant Shares, as contemplated by this Warrant, are exempt from the prospectus and registration requirements of applicable United States federal and state security laws, and neither Company nor any authorized agent acting on its behalf has taken or will take any action hereafter that would cause the loss of such exemption.

(v) No Conflict. The execution, delivery, and performance of this Warrant will not result in (a) any violation of, be in conflict with, or constitute a default under, with or without the passage of time or the giving of notice (1) any provision of Company's Certificate of Incorporation or by-laws; (2) any provision of any judgment, decree, or order to which Company is a party, by which it is bound, or to which any of its material assets are subject; (3) any contract, obligation, or commitment to which Company is a party or by which it is bound; or (4) any statute, rule, or governmental regulation applicable to Company, or (b) the creation of any lien, charge or encumbrance upon any assets of Company.

5. Transfers of Warrant. In connection with any transfer by Holder of this Warrant, Company may require the transferee to provide Company with written representations and warranties that transferee is acquiring this Warrant and the shares of Common Stock to be issued upon exercise in compliance with the Securities Act, and may require a legal opinion, in form and substance satisfactory to Company and its counsel, stating that such transfer is exempt from the registration and prospectus delivery requirements of the Securities Act and any applicable state securities laws; provided, that Company shall not require an opinion of counsel if the transfer is to an affiliate of Holder. Following any transfer of this Warrant, at the request of either Company or the transferee, the transferee shall surrender this Warrant to Company in exchange for a new warrant of like tenor and date, executed by Company. Upon any partial transfer, Company will also execute and deliver to Holder a new warrant of like tenor with respect to the portion of this Warrant not so transferred. Subject to the foregoing, this Warrant is transferable on the books of Company at its principal office by the registered Holder hereof upon surrender of this Warrant properly endorsed.

6. Adjustment for Certain Events. The number and kind of securities purchasable upon the exercise of this Warrant and the Warrant Price shall be subject to adjustment from time to time upon the occurrence of certain events, as follows:

(a) Reclassification or Merger. In case of (i) any reclassification or change of securities of the class issuable upon exercise of this Warrant (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination), (ii) any merger of Company with or into another corporation (other than a merger with another corporation in which Company is the acquiring and the surviving corporation and which does not result in any reclassification or change of outstanding securities issuable upon exercise of this Warrant), or (iii) any sale of all or substantially all of the assets of Company, Company, or such successor or purchasing corporation, as the case may be, shall duly execute and deliver to Holder a new Warrant (in form and substance satisfactory to Holder of this Warrant), or Company shall make appropriate provision without the issuance of a new Warrant, so that Holder shall have the right to receive, at a total purchase price not to exceed that payable upon the exercise of the unexercised portion of this Warrant, and in lieu of the Warrant Shares theretofore issuable upon exercise or conversion of this Warrant, the kind and amount of shares of stock, other securities, money and property receivable upon such reclassification, change, merger or sale by a holder of the number of shares of Common Stock then purchasable under this Warrant, or in the case of such a merger or sale in which the consideration paid consists all or in part of assets other than securities of the successor or purchasing corporation, at the option of Holder, the securities of the successor or purchasing corporation having a value at the time of the transaction equivalent to the value of the Warrant Shares purchasable upon exercise of this Warrant at the time of the transaction. Any new Warrant shall provide for adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 6. The provisions of this subparagraph (a) shall similarly apply to successive reclassifications, changes, mergers and transfers.

(b) Subdivision or Combination of Shares. If Company at any time while this Warrant remains outstanding and unexpired shall subdivide or combine its outstanding shares of Common Stock, the Warrant Price shall be proportionately decreased and the number of Warrant Shares issuable hereunder shall be proportionately increased in the case of a subdivision and the Warrant Price shall be proportionately increased and the number of Warrant Shares issuable hereunder shall be proportionately decreased in the case of a combination.

(c) Stock Dividends and Other Distributions. If Company at any time while this Warrant is outstanding and unexpired shall (i) pay a dividend with respect to Common Stock payable in Common Stock, then the Warrant Price shall be adjusted, from and after the date of determination of shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Warrant Price in effect immediately prior to such date of determination by a fraction (A) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution, and (B) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution; or (ii) make any other distribution with respect to Common Stock (except any distribution specifically provided for in Sections 6(a) and 6(b)), then, in each such case, provision shall be made by Company such that Holder shall receive upon exercise of this Warrant a proportionate share of any such dividend or distribution as though it were Holder of the Warrant Shares as of the record date fixed for the determination of the shareholders of Company entitled to receive such dividend or distribution.

(d) Adjustment of Number of Shares. Upon each adjustment in the Warrant Price, the number of Warrant Shares purchasable hereunder shall be adjusted, to the nearest whole share, to the product obtained by multiplying the number of Warrant Shares purchasable immediately prior to such adjustment in the Warrant Price by a fraction, the numerator of which shall be the Warrant Price immediately prior to such adjustment and the denominator of which shall be the Warrant Price immediately thereafter.

7. Notice of Adjustments; Redemption. Whenever any Warrant Price or the kind or number of securities issuable under this Warrant shall be adjusted pursuant to Section 6 hereof, Company shall prepare a certificate signed by an officer of Company setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, and the Warrant Price and number or kind of shares issuable upon exercise of this Warrant after giving effect to such adjustment, and within thirty (30) days of such adjustment shall cause copies of such certificate to be delivered to Holder in accordance with Section 15 hereof.

8. No Fractional Shares. No fractional share of Common Stock will be issued in connection with any exercise or conversion hereunder, but in lieu of such fractional share Company shall make a cash payment therefor upon the basis of the Warrant Price then in effect.

9. Charges, Taxes and Expenses. Issuance of certificates for shares of Common Stock upon the exercise or conversion of this Warrant shall be made without charge to Holder for any United States or state of the United States documentary stamp tax or other incidental expense with respect to the issuance of such certificate, all of which taxes and expenses shall be paid by Company, and such certificates shall be issued in the name of Holder.

10. No Shareholder Rights Until Exercise. Except as expressly provided herein, this Warrant does not entitle Holder to any voting rights or other rights as a shareholder of Company prior to the exercise hereof.

11. Registry of Warrant. Company shall maintain a registry showing the name and address of the registered Holder of this Warrant. This Warrant may be surrendered for exchange or exercise, in accordance with its terms, at such office or agency of Company, and Company and Holder shall be entitled to rely in all respects, prior to written notice to the contrary, upon such registry.

12. Loss, Theft, Destruction or Mutilation of Warrant. Upon receipt by Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and, in the case of loss, theft, or destruction, of indemnity reasonably satisfactory to it, and, if mutilated, upon surrender and cancellation of this Warrant, Company will execute and deliver a new Warrant, having terms and conditions substantially identical to this Warrant, in lieu hereof.

13. Miscellaneous.

(a) Issue Date. The provisions of this Warrant shall be construed and shall be given effect in all respect as if it had been issued and delivered by Company on the date hereof.

(b) Successors. This Warrant shall be binding upon any successors or assigns of Company.

(c) Headings. The headings used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant.

(d) Saturdays, Sundays, Holidays. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday or a Sunday or shall be a legal holiday in the State of Delaware, then such action may be taken or such right may be exercised on the next succeeding day not a Saturday, Sunday or a legal holiday.

14. No Impairment. Company will not, by amendment of its Certificate of Incorporation or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of Holder hereof against impairment.

15. Addresses. All notices or other communications given in connection with this Warrant shall be in writing, shall be addressed to the parties at their respective addresses set forth below (unless and until a different address may be specified in a written notice to the other party delivered in accordance with this Section 15), and shall be deemed given (a) on the date of receipt if delivered by hand, (b) on the next business day after being sent by a nationally-recognized overnight courier, or (c) on the fourth business day after being sent by registered or certified mail, return receipt requested and postage prepaid.

If to Company:

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

If to Holder:

North Stadium Investments, LLC
620 N. Tradewinds Pkwy
Suite A
Columbia, MO 65201

16. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

17. Consent to Jurisdiction and Venue. All judicial proceedings arising in or under or related to this Warrant may be brought in any state or federal court of competent jurisdiction located in the State of Utah. By execution and delivery of this Agreement, each party hereto generally and unconditionally: (a) consents to personal jurisdiction in Salt Lake County, State of Utah; (b) waives any objection as to jurisdiction or venue in Salt Lake County, State of Utah; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in Section 15, and shall be deemed effective and received as set forth in Section 15. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of either party to bring proceedings in the courts of any other jurisdiction.

18. Mutual Waiver of Jury Trial. Because disputes arising in connection with complex financial transactions are most quickly and economically resolved by an experienced and expert person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. EACH OF COMPANY AND HOLDER SPECIFICALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, CROSS-CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR ANY OTHER CLAIM (COLLECTIVELY, "CLAIMS") ASSERTED BY COMPANY AGAINST HOLDER OR ITS ASSIGNEE OR BY HOLDER OR ITS ASSIGNEE AGAINST COMPANY. This waiver extends to all such Claims, including Claims that involve Persons other than Company and Holder; Claims that arise out of or are in any way connected to the relationship between Company and Holder; and any Claims for damages, breach of contract, specific performance, or any equitable or legal relief of any kind, arising out of this Agreement.

19. Prejudgment Relief. In the event Claims are to be resolved by arbitration, either party may seek from a court of competent jurisdiction identified in Section 17, any prejudgment order, writ or other relief and have such prejudgment order, writ or other relief enforced to the fullest extent permitted by law notwithstanding that all Claims are otherwise subject to resolution by judicial reference.

IN WITNESS WHEREOF, Company has caused this Warrant Agreement to be executed by its officer thereunto duly authorized.

AMEDICA CORPORATION

By: _____
Name: David O'Brien
Title: Vice President and General Manager

NOTICE OF EXERCISE

To:
Amedica Corporation
1885 West 2100 South
Salt Lake City, UT 84119
Attn: Legal Department

1. The undersigned Warrantholder (“Holder”) elects to acquire shares of Common Stock (the “Common Stock”) of Amedica Corporation (the “Company”), pursuant to the terms of the Warrant Agreement dated July 28, 2017 (the “Warrant”).
2. Holder exercises its rights under the Warrant as set forth below:
 - () Holder elects to purchase _____ shares of Common Stock as provided in Section 3(a) and tenders herewith a check in the amount of \$ _____ as payment of the purchase price.
 - () Holder elects to convert the purchase rights into shares of Common Stock as provided in Section 3(b) of the Warrant.
3. Holder surrenders the Warrant with this Notice of Exercise.

Holder represents that it is acquiring the aforesaid shares of Common Stock for investment and not with a view to or for resale in connection with distribution and it has no present intention of distributing or reselling the shares. If the undersigned is not converting this Warrant pursuant to Section 3(b) of the Warrant, the undersigned represents it is an “accredited investor” as defined in Regulation D promulgated under the Securities Act of 1933, as amended, and the representations made by Holder in the Warrant in respect of the purchase of the Warrant are true and correct as to the undersigned as of the date hereof in respect to the exercise of the Warrant.

Please issue a certificate representing the shares of Common Stock in the name of Holder or in such other name as is specified below:

Name: _____
Address: _____
Taxpayer I.D.: _____

Electronic Share Delivery Destination:

[NAME OF HOLDER]

By: _____
Name: _____
Title: Duly Authorized Signatory
Date: _____, 201__

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of July 28, 2017 (the "Effective Date"), is by Amedica Corporation, a Utah corporation ("Grantor") in favor of North Stadium Investments, LLC, a limited liability company organized under the laws of the State of Missouri ("Secured Party").

RECITALS

A. Grantor executed in favor of Secured Party that certain Secured Promissory Note dated as of the Effective Date in the original principal amount of \$2,500,000 (as may be amended or modified from time to time, the "Note").

B. It is a requirement of the terms of the Note that this Agreement be executed and delivered by Grantor.

C. Grantor finds it advantageous, desirable and in its best interests to comply with the requirement that it execute and deliver this Agreement to Secured Party.

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to loan Borrower money as evidenced by the Note, Grantor hereby agrees with Secured Party for Secured Party's benefit as follows:

Section 1. Defined Terms.

1(a) As used in this Agreement, the following terms shall have the meanings indicated:

"Account" means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated, sponsored, licensed or authorized by a State or governmental unit of a State, or person licensed or authorized to operate the game by a State or governmental unit of a State. The term includes health-care insurance receivables.

"Account Debtor" shall mean a Person who is obligated on or under any Account, Chattel Paper, Instrument or General Intangible.

"Chattel Paper" shall mean a record or records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods.

“Collateral” shall mean all property and rights in property now owned or hereafter at any time acquired by Grantor in or upon which a Security Interest is granted to Secured Party by Grantor under this Agreement.

“Deposit Account” shall mean any demand, time, savings, passbook or similar account maintained with a bank or other financial institution.

“Document” shall mean a document of title or a warehouse receipt.

“Equipment” shall mean all machinery, equipment, motor vehicles, furniture, furnishings and fixtures, including all accessions, accessories and attachments thereto, and any guaranties, warranties, indemnities and other agreements of manufacturers, vendors and others with respect to such Equipment.

“Event of Default” shall have the meaning given to such term in Section 21 hereof.

“Fixtures” shall mean goods that have become so related to particular real property that an interest in them arises under real property law.

“General Intangibles” shall mean any personal property (other than goods, Accounts, Chattel Paper, Deposit Accounts, Documents, Instruments, Investment Property, Letter of Credit Rights and money) including things in action, contract rights, payment intangibles, software, corporate and other business records, inventions, designs, patents, patent applications, service marks, trademarks, trademark applications, tradenames, trade secrets, internet domain names, engineering drawings, good will, registrations, copyrights, licenses, franchises, customer lists, tax refund claims, royalties, licensing and product rights, rights to the retrieval from third parties of electronically processed and recorded data and all rights to payment resulting from an order of any court.

“Instrument” shall mean a negotiable instrument or any other writing which evidences a right to the payment of a monetary obligation and is not itself a security agreement or lease and is of a type which is transferred in the ordinary course of business by delivery with any necessary endorsement or assignment.

“Intellectual Property” means all federally registered patents, patent applications, trademarks, trademark applications, trade copyrights and trade secrets.

“Inventory” shall mean goods, other than farm products, which are leased by a person as lessor, are held by a person for sale or lease or to be furnished under a contract of service, are furnished by a person under a contract of service, or consist of raw materials, work in process, or materials used or consumed in a business or incorporated or consumed in the production of any of the foregoing and supplies, in each case wherever the same shall be located, whether in transit, on consignment, in retail outlets, warehouses, terminals or otherwise, and all property the sale, lease or other disposition of which has given rise to an Account and which has been returned to Grantor or repossessed by Grantor or stopped in transit.

“Investment Property” shall mean a security, whether certificated or uncertificated, a security entitlement, a securities account and all financial assets therein, a commodity contract or a commodity account.

“Lease” shall mean (a) any lease of, or agreement to rent or use, Equipment (including a schedule to a master lease and such master lease to the extent it applies to such schedule) between a Grantor as lessor (or whereon a Grantor is the assignee of the lessor) and a Lessee; and/or (b) any Lease under the Deeds of Trust.

“Lessee” shall mean any Person named as a lessee on a Lease.

“Letter of Credit Right” shall mean a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

“Lien” shall mean any security interest, mortgage, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device (including the interest of the lessors under capitalized leases), in, of or on any assets or properties of the Person referred to.

“Obligations” shall mean (a) all indebtedness, liabilities and obligations of Grantor to Secured Party under the Note, and (b) all liabilities of Grantor under this Agreement, and (c) in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred.

“Person” shall mean any individual, corporation, partnership, limited partnership, limited liability company, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision or any other entity, whether acting in an individual, fiduciary or other capacity.

“Security Interest” shall have the meaning given such term in Section 2 hereof.

1(b) All other terms used in this Agreement which are not specifically defined herein shall have the meaning assigned to such terms in Article 9 of the Uniform Commercial Code.

1(c) Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the singular include the plural, and “or” has the inclusive meaning represented by the phrase “and/or.” The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Sections are references to Sections in this Security Agreement unless otherwise provided.

Section 2. Grant of Security Interest. As security for the payment and performance of all of the Obligations, Grantor hereby grants to Secured Party a security interest (the "Security Interest") in all of Grantor's right, title, and interest in and to the following, whether now or hereafter owned, existing, arising or acquired and wherever located:

2(a) All Accounts.

2(b) All Chattel Paper.

2(c) All Deposit Accounts.

2(d) All Documents.

2(e) All Equipment.

2(f) All Intellectual Property.

2(g) All Fixtures.

2(h) All General Intangibles.

2(i) All Instruments.

2(j) All Inventory.

2(k) All Investment Property.

2(l) All Letter of Credit Rights.

2(m) All Leases as may be in effect with respect to any of the Equipment or any property.

2(n) All Lease payments, rentals and other amounts due and to become due under any Leases.

2(o) All of Grantor's rights with respect to any collateral and guaranties securing the payment of any Leases included in the Collateral.

2(p) To the extent not otherwise included in the foregoing, (i) the proceeds of all insurance on any of the foregoing; and (ii) all accessions and additions to, parts and appurtenances of, substitutions for and replacements of any of the foregoing.

Notwithstanding the foregoing, (a) this Security Agreement is subject to the terms of that certain Subordination Agreement dated July 28, 2017 among Grantor, Secured Party and Hercules Technology Growth Capital, Inc. (“HTGC”); and (b) the Security Interest granted to Secured Party hereunder is junior and inferior to the security interest granted by Grantor to HTGC pursuant to that certain Loan and Security Agreement dated as of June 30, 2014 among Borrower, HTGC and the Lenders party thereto (the “HTGC Agreement”) and the other “loan documents” defined in the HTGC Agreement.

Section 3. Grantor Remains Liable with Respect to Accounts, Chattel Paper and General Intangibles. Anything herein to the contrary notwithstanding, (a) Grantor shall remain liable under the Accounts, Chattel Paper, General Intangibles and other items 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 Secured Party of any of the rights hereunder shall not release Grantor from any of its duties or obligations under the Accounts or any other items included in the Collateral, and (c) Secured Party shall have no obligation or liability under Accounts, Chattel Paper, General Intangibles and other items included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. Grantor Remains Liable with Respect to Leases. Anything herein to the contrary notwithstanding, (a) Grantor shall remain liable under the Leases and other items 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 Secured Party of any of the rights hereunder shall not release Grantor from any of its duties or obligations under the Leases or any other items included in the Collateral, and (c) Secured Party shall have no obligation or liability under the Leases and other items included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 5. Intentionally Omitted.

Section 6. Names, Offices, Locations, Jurisdiction of Organization. Grantor’s legal name (as set forth in its constituent documents filed with the appropriate governmental official or agency) and jurisdiction of incorporation is as set forth in the opening paragraph hereof. Grantor will not relocate any item of Collateral into any jurisdiction in which an additional financing statement would be required to be filed to maintain Secured Party’s perfected security interest in such Collateral. Grantor will not change its name, the location of its chief place of business and chief executive office or its corporate structure (including without limitation, its jurisdiction of incorporation) unless Secured Party has been given at least 30 days prior written notice thereof and Grantor has executed and delivered to Secured Party such financing statements and other instruments required or appropriate to continue the perfection of the Security Interest.

Section 7. Rights to Payment. Except as Grantor may otherwise advise Secured Party in writing, each Account, Chattel Paper, Document, General Intangible and Instrument constituting or evidencing Collateral is (or, in the case of all future Collateral, will be when arising or issued) the valid, genuine and legally enforceable obligation of the Account Debtor or other obligor named therein or in Grantor’s records pertaining thereto as being obligated to pay or perform such obligation. Without Secured Party’s prior written consent, Grantor will not agree to any modifications, amendments, subordinations, cancellations or terminations of the obligations of any such Account Debtors or other obligors except in the ordinary course of business and consistent with past practices. Grantor will perform and comply in all material respects with all its obligations under any items included in the Collateral and exercise promptly and diligently its rights thereunder.

Section 8. Performance; No Amendment. Grantor will at all times observe and perform in all material respects its obligations under each Lease included in the Collateral.

Section 9. Further Assurances; Attorney-in-Fact.

9(a) Grantor agrees that from time to time, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that Secured Party may reasonably request, to perfect and protect the Security Interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Grantor will, promptly and from time to time at the reasonable request of Secured Party: (i) mark, or permit Secured Party to mark, conspicuously in its books, records, and accounts showing or dealing with the Collateral, and each Lease included in the Collateral, with a legend, in form and substance satisfactory to Secured Party, indicating that each such item of Collateral and each such Lease is subject to the Security Interest granted hereby; (ii) deliver to Secured Party the original counterparts of all Leases included in the Collateral; and (iii) authorize and file such financing statements or continuation statements in respect thereof, or amendments thereto, and such other instruments or notices (including filings against Lessees), as may be necessary or desirable, or as Secured Party may request, in order to perfect, preserve, and enhance the Security Interest granted or purported to be granted hereby.

9(b) Grantor hereby authorizes Secured Party to file one or more financing statements or continuation statements in respect thereof, and amendments thereto, relating to all or any part of the Collateral without the signature of Grantor where permitted by law. Grantor irrevocably waives any right to notice of any such filing. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

9(c) Grantor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail and in form and substance reasonably satisfactory to Secured Party.

9(d) In furtherance, and not in limitation, of the other rights, powers and remedies granted to Secured Party in this Agreement, after an Event of Default has occurred and is continuing, Grantor hereby appoints Secured Party Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in Secured Party's good faith discretion, to take any action (including the right to collect on any Collateral) and to execute any instrument that Secured Party may reasonably believe is necessary or advisable to accomplish the purposes of this Agreement, in a manner consistent with the terms hereof.

Section 10. Taxes and Claims. Grantor will promptly pay or cause to be paid all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest, as well as all other claims of any kind (including claims for labor, material and supplies) against or with respect to the Collateral, except to the extent (a) such taxes, charges or claims are being contested in good faith by appropriate proceedings, (b) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (c) such taxes, charges or claims are adequately reserved against on Grantor's books in accordance with generally accepted accounting principles.

Section 11. Books and Records. Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including a record of all payments received on Leases.

Section 12. Inspection, Reports, Verifications. Grantor will at all reasonable times permit Secured Party or its representatives to examine or inspect any Collateral, any evidence of Collateral and Grantor's books and records concerning the Collateral, wherever located, subject, however, with respect to any Equipment, to the rights of the Lessee thereof. Grantor will from time to time when requested by Secured Party furnish to Secured Party a report on its Accounts, Chattel Paper, General Intangibles and Instruments, naming the Account Debtors or other obligors thereon, the amount due and the aging thereof. Secured Party or its designee is authorized to contact Account Debtors and other Persons obligated on any such Collateral from time to time to verify the existence, amount and/or terms of such Collateral.

Section 13. Intentionally Omitted.

Section 14. Intentionally Omitted.

Section 15. Maintenance and Insurance. Grantor will, at all times, cause the Lessee under each Lease pertaining to Equipment to maintain, preserve and keep in good condition and repair the Equipment leased thereunder and to keep the same adequately insured in accordance with the terms of the Lease, and in the event any Equipment is at any time not subject to a Lease, Grantor will maintain and preserve such Equipment in good condition and repair and keep the same adequately insured. If so requested by Secured Party from time to time, Grantor will (a) provide Secured Party with reports, in such detail as Secured Party may specify, on insurance in force as to any items of Equipment included in the Collateral, and (b) cause insurance certificates to be delivered to Secured Party naming Secured Party as loss payee on any casualty insurance and additional insured as to any liability insurance on any items of Equipment included in the Collateral.

Section 16. Lawful Use; Fair Labor Standards Act. Grantor will use and keep the Collateral, and will require that others use and keep the Collateral, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance. All Inventory of Grantor as of the date of this Agreement that was produced by Grantor or with respect to which Grantor performed any manufacturing or assembly process was produced by Grantor (or such manufacturing or assembly process was conducted) in compliance in all material respects with all requirements of the Fair Labor Standards Act, and all Inventory produced, manufactured or assembled by Grantor after the date of this Agreement will be so produced, manufactured or assembled, as the case may be.

Section 17. Action by Secured Party. If Grantor at any time fails to perform or observe any of the foregoing agreements, Secured Party shall have (and Grantor hereby grants to Secured Party) the right, power and authority (but not the duty) to perform or observe such agreement on behalf and in the name, place and stead of Grantor (or, at Secured Party's option, in Secured Party's name) and to take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of Liens, the procurement and maintenance of insurance, the execution of assignments, security agreements and financing statements, and the endorsement of instruments); and Grantor shall thereupon pay to Secured Party on demand the amount of all monies expended and all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Secured Party in connection with or as a result of the performance or observance of such agreements or the taking of such action by Secured Party, together with interest thereon from the date expended or incurred at the Non-Default Rate applicable to the Obligations, and all such monies expended, costs and expenses and interest thereon shall be part of the Obligations secured by the Security Interest.

Section 18. Insurance Claims. As additional security for the payment and performance of the Obligations, Grantor hereby assigns to Secured Party any and all monies (including proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Grantor with respect to, any and all policies of insurance now or at any time hereafter covering the Collateral or any evidence thereof or any business records or valuable papers pertaining thereto. At any time, whether before or after the occurrence of any Event of Default, Secured Party may (but need not), in Secured Party's name or Grantor's name, execute and deliver proofs of claim, receive all such monies, indorse checks and other instruments representing payment of such monies, and adjust, litigate, compromise or release any claim against the issuer of any such policy. Notwithstanding any of the foregoing, so long as no Event of Default exists, Grantor shall be entitled to all insurance proceeds with respect to Equipment or Inventory, provided that such proceeds are applied to the cost of replacement Equipment or Inventory.

Section 19. Secured Party's Duties. The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be deemed to have exercised reasonable care in the safekeeping of any Collateral in its possession if such Collateral is accorded treatment substantially equal to the safekeeping which Secured Party accords its own property of like kind. Except for the safekeeping of any Collateral in its possession and the accounting for monies and for other properties actually received by it hereunder, Secured Party shall have no duty, as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any Persons or any other rights pertaining to any Collateral. Secured Party will take action in the nature of exchanges, conversions, redemptions, tenders and the like requested in writing by Grantor with respect to the Collateral in Secured Party's possession if Secured Party in its reasonable judgment determines that such action will not impair the Security Interest or the value of the Collateral, but a failure of Secured Party to comply with any such request shall not of itself be deemed a failure to exercise reasonable care with respect to the taking of any necessary steps to preserve rights against any Persons or any other rights pertaining to any Collateral.

Section 20. Intentionally Omitted.

Section 21. Default. Each of the following occurrences shall constitute an “Event of Default” under this Agreement: (a) any Default or Event of Default occurs under the Note; (b) Grantor fails to observe or perform any covenant or agreement applicable to Grantor under this Agreement; or (c) any representation or warranty made in the Note or this Agreement shall prove to have been false or materially misleading when made.

Section 22. Remedies on Default. Upon the occurrence of an Event of Default and at any time thereafter:

22(a) Secured Party may exercise and enforce any and all rights and remedies available upon default to a secured party under applicable law, including but not limited to Article 9 of the Uniform Commercial Code.

22(b) Secured Party shall have the right to enter upon and into and take possession of all or such part or parts of the properties of Grantor, including lands, plants, buildings, Equipment included in the Collateral and in Grantor’s possession, Inventory and other property as may be necessary or appropriate in the judgment of Secured Party to permit or enable Secured Party to manufacture, produce, process, store or sell or complete the manufacture, production, processing, storing or sale of all or any part of the Collateral, as Secured Party may elect, and to use and operate said properties for said purposes and for such length of time as Secured Party may deem necessary or appropriate for said purposes without the payment of any compensation Grantor therefor. Secured Party may require Grantor to, and Grantor hereby agrees that it will, at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place or places to be designated by Secured Party.

22(c) Any disposition of Collateral may be in one or more parcels at public or private sale, at any of Secured Party’s offices or elsewhere, for cash, on credit, or for future delivery, and upon such other terms as are commercially reasonable. Secured Party shall not be obligated to dispose of Collateral regardless of notice of sale having been given, and Secured Party may adjourn any public or private sale from time to time by announcement made at the time and place fixed therefor, and such disposition may, without further notice, be made at the time and place to which it was so adjourned.

22(d) Secured Party is hereby granted a license or other right to use, without charge, all of Grantor's property, including, without limitation, all of Grantor's labels, trademarks, copyrights, patents and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale and selling any Collateral, and Grantor's rights under all licenses and all franchise agreements shall inure to Secured Party's benefit until the Obligations are paid in full (other than contingent indemnification obligations for which no demand has been made).

22(e) Secured Party may exercise or enforce any and all other rights or remedies available by law or agreement against the Collateral, against Grantor, or against any other Person or property.

Section 23. Remedies as to Certain Rights to Payment Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may notify any Account Debtor or other Person obligated on any Accounts or other Collateral that the same have been assigned or transferred to Secured Party and that the same should be performed as requested by, or paid directly to, Secured Party, as the case may be. Secured Party may, in Secured Party's name or in Grantor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such Collateral or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligation of any such Account Debtor or other Person.

Section 24. Application of Proceeds. All cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, or then or at any time thereafter be applied in whole or in part by Secured Party against, all or any part of the Obligations.

Section 25. Intentionally Omitted.

Section 26. Waivers; Remedies; Marshalling. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver so signed shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any rights and remedies available to Secured Party. All rights and remedies of Secured Party shall be cumulative and may be exercised singly in any order or sequence, or concurrently, at Secured Party's option, and the exercise or enforcement of any such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. Grantor hereby waives all requirements of law, if any, relating to the marshalling of assets which would be applicable in connection with the enforcement by Secured Party of its remedies hereunder, absent this waiver.

Section 27. Notices. Any notice or other communication to any party in connection with this Agreement shall be in writing and shall be sent in the manner provided for in the Note. All periods of notice shall be measured as provided in the Note.

Section 28. Grantor Acknowledgments. Grantor hereby acknowledges that it has been advised by counsel in the negotiation, execution and delivery of this Agreement.

Section 29. Continuing Security Interest. This Agreement shall (a) create a continuing security interest in the Collateral and shall remain in full force and effect until payment in full of the Obligations (other than contingent indemnification obligations for which no demand has been made), (b) be binding upon Grantor, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, Secured Party and its successors and assigns.

Section 30. Termination of Security Interest. Upon payment in full of the Obligations (other than contingent indemnification obligations for which no demand has been made), the Security Interest granted hereby shall terminate. Upon any such termination, Secured Party will return to Grantor such of the Collateral then in the possession of Secured Party as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination. Any reversion or return of Collateral upon termination of this Agreement and any instruments of transfer or termination shall be at the expense of Grantor and shall be without warranty by, or recourse to, Secured Party. As used in this Section, "Grantor" includes any assigns of Grantor, any Person holding a subordinate security interest in any of the Collateral or whoever else may be lawfully entitled to any part of the Collateral.

Section 31. **Governing Law and Construction**. **THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF DELAWARE.** Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto.

Section 32. **Consent to Jurisdiction**. **AT THE OPTION OF SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL OR STATE COURT SITTING IN DELAWARE AND GRANTOR AND LENDER CONSENT TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVE ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT.**

Section 33. **Waiver of Jury Trial.** GRANTOR AND SECURED PARTY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 34. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Section 35. General. All representations and warranties contained in this Agreement or in any other agreement between Grantor and Secured Party shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. Grantor waives notice of the acceptance of this Agreement by Secured Party. Captions in this Agreement are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Security Agreement to be duly executed and delivered as of the date first above written.

AMEDICA CORPORATION, a Delaware corporation

By _____
Name: _____
Title: _____

NORTH STADIUM INVESTMENTS LLC, a Missouri limited liability company

By _____
Name: _____
Title: _____

[Signature Page to Security Agreement]
