CRDENTIA CORP
Form 424B3
November 15, 2006

PROSPECTUS SUPPLEMENT NO. 5

Filed Pursuant to Rule 424(b)(3)
Registration File No. 333-131603

CRDENTIA CORP.

PROSPECTUS SUPPLEMENT NO. 5 DATED November 15, 2006

TO THE PROSPECTUS DATED April 10, 2006

This Prospectus Supplement No. 5 supplements our Prospectus dated April 10, 2006 with the following attached documents:

A. Form 8-K Current Report and Rule 425 Communication filed November 9, 2006
B. Quarterly Report on Form 10-QSB for the period ended September 30, 2006

The attached information modifies and supersedes, in part, the information in the prospectus. Any information that is modified or superseded in the prospectus shall not be deemed to constitute a part of the Prospectus except as modified or superseded by this Prospectus Supplement.

This Prospectus Supplement No. 5 should be read in conjunction with the Prospectus Supplement No. 1, the Prospectus Supplement No. 2, the Prospectus Supplement No. 3, the Prospectus Supplement No. 4 and the Prospectus, each of which are required to be delivered with this Prospectus Supplement.

INVESTING IN OUR COMMON STOCK INVOLVES A HIGH DEGREE OF RISK. SEE RISK FACTORS BEGINNING ON PAGE 3 OF THE PROSPECTUS, AS SUPPLEMENTED BY THIS PROSPECTUS SUPPLEMENT.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS SUPPLEMENT IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus supplement is November 15, 2006

INDEX TO FILINGS

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, DC 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): **November 3, 2006**

CRDENTIA CORP.

(Exact name of registrant as specified in its charter)

Delaware	**000-31152**	**76-0585701**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

5001 LBJ Freeway, Suite 850

Dallas, Texas 75244

(Address of Principal Executive Offices) (Zip Code)

(972) 850-0780

(Registrant s telephone number, including area code)

(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 (*see* General Instruction A.2. below):

x Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On November 3, 2006, Crdentia Corp. (Crdentia or the Company) entered into a Right of First Negotiation Agreement with James D. Durham, the Company s President, Chief Executive Officer and Chairman of the Board of Directors, C. Fred Toney, a member of the Company s Board of Directors, and MedCap Partners L.P., an entity beneficially owned by Mr. Toney, granting Mr. Durham, Mr. Toney and MedCap Partners L.P. the exclusive right to negotiate with the Company to acquire Sound Health Solutions, Inc. (SHS), a wholly-owned subsidiary of iVOW, Inc. (iVOW), if and when the Company closes its proposed acquisition of iVOW pursuant to the Agreement and Plan of Merger, dated as of September 20, 2006, by and among Crdentia, iVOW and iVOW Acquisition Corp., a wholly-owned subsidiary of Crdentia (the Merger Agreement). The Company entered into the Right of First Negotiation Agreement in consideration for Mr. Durham, Mr. Toney and MedCap Partners L.P. s grant of an advance of $1,000,000 to a cash collateral account for benefit of the Company to facilitate additional borrowing by the Company from Bridge Healthcare Finance LLC (the Advance). Such funds will be used to cover the operating expenses of both Crdentia and iVOW, pursuant to the Interim Management Agreement entered into by Crdentia and iVOW on September 20, 2006 in connection with the entry into the Merger Agreement. Mr. Durham, Mr. Toney and MedCap Partners L.P. were also granted a security interest in the outstanding shares of SHS by iVOW. The agreement granting such security interest was executed by Crdentia for iVOW under its authority granted pursuant to the Interim Management Agreement. iVOW has notified the Company of its contention that the Company s authority does not include the right to cause iVOW to grant such a security interest under the Interim Management Agreement. Crdentia believes such contention is without merit.

Mr. Toney is a Managing Member of MedCap Management & Research LLC, which is the general partner of MedCap Partners L.P. and MedCap Master Fund L.P. (the MedCap Funds). The MedCap Funds beneficially own approximately 77% of the outstanding shares of Crdentia and 23% of the outstanding shares of iVOW. Mr. Durham is a former director of iVOW. The independent and non-interested members of Crdentia s board of directors approved the entry into the Right of First Negotiation Agreement, with Mr. Durham and Mr. Toney abstaining.

The foregoing description of the Right of First Negotiation Agreement is qualified in its entirety by reference to the agreement attached as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	**Description**
10.1	Right of First Negotiation Agreement, dated November 3, 2006, by and among Crdentia Corp., James D. Durham, C. Fred Toney, and MedCap Partners L.P.

SIGNATURES

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

CRDENTIA CORP.

November 9, 2006

By: /s/ James J. TerBeest
James J. TerBeest
Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	**Description**
10.1	Right of First Negotiation Agreement, dated November 3, 2006, by and among Crdentia Corp., James D. Durham, C. Fred Toney, and MedCap Partners L.P.

Exhibit 10.1

ACQUISITION RIGHT OF FIRST NEGOTIATION AGREEMENT

This Acquisition Right of First Negotiation Agreement (the **Agreement**) is entered into this 3rd day of November, 2006 (the **Effective Date**), by and among Crdentia Corp., a corporation organized and existing under the laws of the State of Delaware (the **Company**) and MedCap Partners L.P., C. Fred Toney and James D. Durham (the **Buyers**). The Company and the Buyers may each be referred to herein individually as a **Party** and collectively as the **Parties**.

BACKGROUND

A. In connection with the Buyers transfer of $1,000,000 to a cash collateral account for the benefit of the Company,to facilitate the additional borrowing by the Company from Bridge Healthcare Finance, LLC (the **Advance**), iVOW, Inc. (**iVOW**) the Company and the Buyers have entered into that certain Stock Pledge Agreement, by and between the Company, iVOW and the Buyers, dated as of even date hereof (the **Stock Pledge Agreement**), pursuant to which the Company and iVOW have granted to the Buyers a security interest in 100% of the outstanding stock of Sound Health Solutions, Inc. (**SHS**), a wholly-owned subsidiary of iVOW.

B. The Company, iVOW Acquistion Corp. and iVOW have entered into that certain Agreement and Plan of Merger dated September 20, 2006 (the **Merger Agreement**), pursuant to which the Company has agreed to acquire iVOW for $3,500,000 in Crdentia common stock, subject to adjustment, subject to the approval of Crdentia and iVOW common stockholders and other closing conditions (the **Merger**).

C. As a condition precedent to the Buyers providing the Advance, the Company has agreed to grant the Buyers an exclusive right of first negotiation of the terms of any agreement to acquire all or a majority of SHS (whether by merger, purchase of SHS s outstanding stock or purchase of SHS s assets, or other similar transaction) (any such agreement, a **SHS Transaction Agreement**) during the Negotiation Period, as that term is defined below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following capitalized terms have the indicated meanings:

1.1. Affiliate(s). **Affiliate(s) means, as of any point in time and for so long as such relationship continues to exist with respect to any Person, any other Person which controls, is controlled by or is under common control with such Person. A Person shall be regarded as in control of another Person if it owns or controls more than 50% of the equity securities of the subject Person entitled to vote in the election of directors (or, in the case of a Person that is not a corporation, for the election of the corresponding managing authority).**

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1.1. Affiliate(s). Affiliate(s) means, as of any point in time and forso long as such relationship continues to e

1.2. **Person.** **Person means any individual or legal entity.**

1.3. **Third Party.** **Third Party means any Person other than the Company, the Buyers or their respective Affiliates.**

2. RIGHT OF FIRST NEGOTIATION.

2.1. Commencing at the Effective Time of the Merger (as that term is defined in the Merger Agreement), prior to Company negotiating a SHS Transaction Agreement with a Third Party, the Company shall give the Buyers a period of thirty (30) days to notify the Company whether the Buyers desire to enter into a SHS Transaction Agreement with the Company on mutually agreeable and commercially reasonable terms and conditions for such transaction. If the Buyers timely notify the Company in writing of such desire, then the Parties shall negotiate in good faith and attempt to reach mutual agreement upon such terms and conditions for such SHS Transaction Agreement during the period commencing at the Effective Time of the Merger and extending until the date that is sixty (60) calendar days following the Effective Time of the Merger (the Negotiation Period).

2.2. If the Buyers do not timely notify the Company of their interest in entering into such a SHS Transaction Agreement, or if upon expiration of the Negotiation Period the Parties are unable to agree upon such terms and conditions, then the Company shall have no further obligation to the Buyers under this Agreement and shall be free to enter into a SHS Transaction Agreement with any Third Party on any terms that the Company determines in its sole discretion, and the Company shall have no obligation to offer any such terms to the Buyers.

2.3. **The Company agrees that should the Company and the Buyers agree on the terms of the acquisition of SHS, the Advance shall be credited against the applicable purchase price. Any portion of the Advance not so utilized shall be repaid on January 31, 2007 by the Company to the Buyers with a 20% premium or risk factor thereon (i.e. if the entire $1,000,000 is repaid, the premium shall be $200,000).**

3. MISCELLANEOUS.

3.1. Termination. **The Parties may terminate this Agreement at any time by giving written notice to the other Party; provided, however, that the Company may not terminate this Agreement without the prior written consent of the Buyers. This Agreement shall automatically terminate upon the termination of the Merger Agreement pursuant to its terms.**

3.2. Assignment. **Neither this Agreement nor any interest under this Agreement shall be assignable by any Party without the prior written consent of the other Party, except that the Buyers may freely assign its interest under this Agreement to any of their Affiliates. This Agreement shall be binding upon the successors and permitted assigns of the Parties and the name of a Party to this Agreement appearing herein shall be deemed to include the names of such Party s successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any assignment not in accordance with this Section 3.2 shall be void.**

3.3. Further Actions. Each party to this Agreement agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of the Agreement.

3.4. Correspondence and Notices. Correspondence, reports, documentation, and any other communication in writing between the Parties in the course of ordinary implementation of this Agreement shall be delivered by hand, sent by facsimile transmission (receipt verified), or by nationally recognized overnight delivery service to the employee or representative of the other Party who is designated by such other Party to receive such written communication.

3.5. Amendment. No amendment, modification or supplement of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

3.6. Waiver. No provision of the Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party.

3.7. Severability. If any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the Parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause of

portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefore such provision as will most nearly carry out the intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable law.

3.8. Descriptive Headings. The descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

3.9. Entire Agreement. This Agreement constitutes and contains the complete, final and exclusive understanding and agreement of the Parties and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether oral or written, between the Parties respecting the subject matter hereof and thereof.

3.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which need not contain the signature of more than one Party but all such counterparts taken together shall constitute one and the same agreement.

3.11. No Third Party Rights or Obligations. No provision of this Agreement shall be deemed or construed in any way to result in the creation of any rights or obligation in any Person not a Party to this Agreement.

3.12. Governing Law. This Agreement, the rights of the parties and all claims arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the substantive laws in effect in the State of Delaware, without giving effect to

3.7. Severability. If any clause or portion thereof in this Agreement isfor any reason held to be invalid, illegal o

3.12. Governing Law. This Agreement, the rights of the parties and allclaims arising in whole or in part under or

any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

3.13. Jurisdiction; Venue; Service of Process.

3.13.1. Jurisdiction. Each party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of Delaware for the purpose of any claim between the parties arising in whole or in part under or in connection with this Agreement, (b) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such claim, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such claim brought in one of the above-named courts should be dismissed on grounds of *forum non conveniens*, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court and (c) hereby agrees not to commence any such claim other than before one of the above-named courts. Notwithstanding the previous sentence, a party may commence any such claim in a court other than the above-named courts solely to seek pre-litigation attachment of assets or preliminary injunction relief prior to litigation on the merits in the above-named courts or for the purpose of enforcing an order or judgment issued by one of the above-named courts.

3.13.2. Venue. Each party agrees that for any claim between the parties arising in whole or in part under or in connection with this Agreement, such party bring claims only in the State of Texas. Each party further waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction.

3.13.3. Service of Process. Each party hereby (a) consents to service of process respecting any claim between the parties arising in whole or in part under or in connection with this Agreement in any manner permitted by Delaware law, (b) agrees that service of process made in accordance with clause (a) or made by registered or certified mail, return receipt requested, at its address specified pursuant to Section 3.4, will constitute good and valid service of process in any such claim and (c) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such claim any claim that service of process made in accordance with clause (a) or (b) does not constitute good

and valid service of process.

3.14. Waiver of Jury Trial. **TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN**

3.13.3. Service of Process. Each party hereby (a) consents to service of processrespecting any claim between the

EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

3.15. Specific Performance. The parties to this Agreement agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms, or were otherwise breached, irreparable damage may occur which would be extremely impractical or difficult to measure and that as a result no adequate remedy of law may exist; accordingly the non-defaulting party, in addition to any other available rights or remedies, shall have the right to seek, in a court of competent jurisdiction, specific performance of the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, duly authorized representatives of the Parties have duly executed this Agreement to be effective as of the Effective Date.

CRDENTIA CORP.

By
Name:
Title:

MEDCAP PARTNERS L.P.

By
Name:
Title:

C. FRED TONEY

By

JAMES D. DURHAM, as sole and separate property

By

[SIGNATURE PAGE TO RIGHT OF FIRST NEGOTIATION]

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-QSB

x QUARTERLY REPORT UNDER SECION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2006

o TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE EXCHANGE ACT

Commission file number: 0-31152

CRDENTIA CORP.

(Exact name of small business issuer as specified in its charter)

Delaware	**76-0585701**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

5001 LBJ Freeway, Suite 850, Dallas, Texas 75244

(Address of principal executive offices)

(972) 850-0780

(Issuer s telephone number)

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No x

State the number of shares outstanding of each of the issuer s classes of common equity, as of the latest practicable date. At November 9, 2006, 14,344,230 shares of common stock, $.0001 par value, were outstanding.

Transitional Small Business Disclosure Format (check one): Yes o No x

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

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CRDENTIA CORP.

Form 10-QSB Quarterly Report
For Quarterly Period Ended September 30, 2006

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3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

PART 1. FINANCIAL INFORMATION

Item 1. Unaudited Condensed Consolidated Financial Statements

CRDENTIA CORP.

Unaudited Condensed Consolidated Balance Sheets

	September 30, 2006	December 31, 2005
Current assets:		
Cash and cash equivalents	$ 199,572	$ 434,921
Marketable securities	421,770	
Accounts receivable, net of allowance for doubtful accounts of $404,659 at September 30, 2006 and $275,000 at December 31, 2005	6,286,152	5,192,874
Royalty receivable	500,000	
Other current assets	855,926	464,865
Total current assets	8,263,420	6,092,660
Property and equipment, net	688,064	418,837
Goodwill	26,699,119	22,977,377
Intangible assets, net	1,781,393	1,985,585
Other assets	834,495	518,001
Total assets	$ 38,266,491	$ 31,992,460
Current liabilities:		
Revolving lines of credit	$ 5,793,827	$ 4,672,096
Accounts payable and accrued expenses	2,291,747	1,447,905
Accrued dividends on convertible preferred stock		800,748
Accrued employee compensation and benefits	1,218,617	980,005
Current portion of notes payable to lender, net of discount of $110,150 at September 30, 2006 and $200,168 at December 31, 2005	809,212	1,147,634
Debentures, net of discount of $1,305,004	434,996	
Note payable to majority stockholder	1,410,000	
Current portion of notes payable to sellers		3,215,490
Subordinated convertible notes		12,500
Other current liabilities	503,595	309,463
Net current liabilities related to discontinued operations	265,099	
Total current liabilities	12,727,093	12,585,841
Note payable to lender, less current portion, net of discount of $200,167		1,149,833
Long term bonus payable	876,899	801,084
Other long-term liabilities	61,789	7,032
Total liabilities	13,665,781	14,543,790
Commitments and contingencies		
Minority interest in iVOW, Inc.	3,500,000	

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Convertible preferred stock, 10,000,000 shares authorized:		
Series C convertible preferred stock $0.0001 par value, 183,028 shares outstanding at December 31, 2005 (liquidation preference of $54,908,400 at December 31, 2005)		10,020,048
Series C preferred stock warrants		839,555
Stockholders equity:		
Common stock, par value $0.0001, 150,000,000 shares authorized, 14,437,601 shares issued and 14,329,960 shares outstanding at September 30, 2006 and 3,515,760 shares issued and 3,408,125 shares outstanding at December 31, 2005	1,444	352
Additional paid in capital	126,745,882	109,802,174
Treasury stock, 107,641 shares at cost		
Accumulated deficit	(105,646,616)	(103,213,459)
Total stockholders equity	21,100,710	6,589,067
Total liabilities and stockholders equity	$ 38,266,491	$ 31,992,460

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

CRDENTIA CORP.

Unaudited Condensed Consolidated Statements of Operations

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2006	**2005**	**2006**	**2005**
Revenue from services	$ 10,299,037	$ 9,553,016	$ 30,596,539	$ 23,882,837
Direct operating expenses	8,203,650	7,584,125	24,403,664	18,743,062
Gross profit	2,095,387	1,968,891	6,192,875	5,139,775
Operating expenses:				
Selling, general, and administrative expenses	3,246,095	2,470,966	8,937,842	6,362,117
Loss on impairment of intangibles			123,000	
Gain from settlement of acquisition claim			(1,064,693)	
Gain from extinguishment of debt			(3,215,490)	
Non-cash stock based compensation	505,586	401,154	1,335,215	671,488
Total operating expenses	3,751,681	2,872,120	6,115,874	7,033,605
Income (loss) from operations	(1,656,294)	(903,229)	77,001	(1,893,830)
Interest expense, net	(866,204)	(485,451)	(2,510,158)	(1,484,369)
Loss before income taxes	(2,522,498)	(1,388,680)	(2,433,157)	(3,378,199)
Income tax expense				
Net loss	$ (2,522,498)	$ (1,388,680)	$ (2,433,157)	$ (3,378,199)
Deemed dividend on preferred stock			(45,554,618)	
Non-cash preferred stock dividends				(2,362,979)
Net loss attributable to common stockholders	$ (2,522,498)	$ (1,388,680)	$ (47,987,775)	$ (5,741,178)
Basic and diluted loss per common share attributable to common stockholders	$ (0.18)	$ (0.52)	$ (4.68)	$ (2.56)
Weighted average number of common shares outstanding	13,899,960	2,684,133	10,250,945	2,244,533

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

CRDENTIA CORP.

Unaudited Condensed Consolidated Statements of Cash Flows

	Nine Months Ended September 30,	
	2006	**2005**
Operating activities		
Net loss	$ (2,433,157)	$ (3,378,199)
Adjustments to reconcile net loss to net cash used in operating activities:		
Non-cash interest expense	1,583,799	600,284
Amortization of long-term bonus payable	75,815	68,628
Loss on impairment of intangibles	123,000	
Depreciation and amortization	764,641	601,072
Gain on disposal of fixed assets	(500)	
Gain on settlement of acquisition claim	(1,064,693)	
Gain on extinguishment of debt	(3,215,490)	
Non-cash stock based compensation	1,335,215	671,488
Changes in operating assets and liabilities, net of effects of acquisitions:		
Accounts receivable	(1,046,664)	(1,107,665)
Other assets and liabilities	(425,133)	(180,282)
Accounts payable and accrued expenses	862,116	(1,325,405)
Accrued employee compensation and benefits	221,050	358,920
Net cash used in operating activities	(3,220,001)	(3,691,159)
Investing activities		
Purchases of property and equipment	(167,503)	(117,415)
Net cash received (paid) through acquisition of subsidiaries	370,864	(4,956,980)
Other		23,829
Net cash provided by (used in) investing activities	203,361	(5,050,566)
Financing activities		
Proceeds from issuance of preferred stock	1,500,000	
Proceeds from exercise of warrants for Series C preferred stock, net of expenses		7,709,183
Net increase in revolving lines of credit	1,121,731	1,594,463
Repayment of subordinated convertible note	(12,500)	(25,000)
Proceeds from notes payable to majority stockholder		1,050,000
Repayment of notes payable to majority stockholder		(1,450,000)
Proceeds from debentures and warrants	2,000,000	
Repayment of note payable to lender	(1,778,438)	
Repayment of notes payable to sellers		(184,948)
Debt issuance costs	(49,502)	(11,867)
Net cash provided by financing activities	2,781,291	8,681,831
Net decrease in cash and cash equivalents	(235,349)	(59,894)
Cash and cash equivalents at beginning of period	434,921	362,472
Cash and cash equivalents at end of period	$ 199,572	$ 302,578

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

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Crdentia Corp.
Notes to Unaudited Condensed Consolidated Financial Statements
September 30, 2006

Note 1 Organization and Summary of Significant Accounting Policies

Organization

Crdentia Corp (the Company), a Delaware corporation, is a provider of healthcare staffing services in the United States. Such services include travel nursing, per diem staffing, contractual clinical services, locum tenens, allied services and private duty home health care. The Company considers these services to be one segment. Each of these services relate solely to providing healthcare staffing to customers and the Company utilizes common systems, databases, procedures, processes and similar methods of identifying and serving these customers.

At the beginning of 2003, the Company was a development stage company with no commercial operations. During that year, the Company pursued its operational plan of acquiring companies in the healthcare staffing field and completed the acquisition of four operating companies. The companies acquired in 2003 were Baker Anderson Christie, Inc., New Age Nurses, Inc., Nurses Network, Inc., PSR Nurse Recruiting, Inc. and PSR Nurses Holdings Corp., which holds the limited partner and general partner interests in PSR Nurses, Ltd. During 2004, the Company completed the acquisitions of Arizona Home Health Care/Private Duty, Inc. and Care Pros Staffing, Inc. During 2005, the Company acquired TravMed USA, Inc. and Health Industry Professionals, LLC, Prime Staff, LP and Mint Medical Staffing Odessa. During 2006, the Company purchased Staff Search Ltd.

The accompanying financial statements include the results of the wholly-owned subsidiaries discussed above from their respective dates of acquisition. All intercompany transactions have been eliminated in consolidation.

On September 20, 2006, the Company entered into an Agreement and Plan of Merger with iVOW, Inc. The completion of the merger is subject to certain conditions, including the receipt of applicable approvals from the Company s and iVOW s stockholders. In connection with the merger, the Company and iVOW have entered into an Interim Management Agreement pursuant to which the Company has sole and exclusive responsibility, authority and discretion to, among other things, manage and control all aspects of iVOW s business. As a result of the Interim Management Agreement the Company will account for iVOW on a consolidated basis as of September 20, 2006. If the merger is not completed, the accounting will be adjusted. iVOW provides services to employers, payors and unions to facilitate weight loss programs on a per patient direct basis. See Note 13 for a discussion of this transaction.

On April 4, 2006 the Company executed a one-for-ten reverse stock split of the outstanding shares of common stock. All common share and per share information included in these financial statements and notes have been retroactively adjusted to reflect the reverse stock split.

Basis of Presentation

The accompanying unaudited financial data as of September 30, 2006 and for the three months and nine months ended September 30, 2006 and 2005 have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted pursuant to such rules and regulations. These unaudited condensed consolidated financial statements should be read in conjunction with the audited financial statements and the notes thereto included in the Company s annual report on Form 10-KSB for the year ended December 31, 2005.

In the opinion of management, all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial position, results of operations, and cash flows as of September 30, 2006 and for the three months and nine months ended September 30, 2006 and 2005 have been made. The results of operations for the three months and nine months ended September 30, 2006 are not necessarily indicative of the expected operating results for the full year.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Going Concern

The Company used cash in operations of $3,220,001 during the first nine months of operations in 2006. Although the Company ended the third quarter of 2006 with a significant working capital deficit of $4,463,673, it was able to secure additional funding during this period to finance its operations as it continued to execute its business plan to acquire and grow companies involved in healthcare staffing. The Company will need to raise additional funds during the next twelve months for working capital needs and for debt refinancing. There is no assurance that the Company will be able to raise the amount of debt or equity capital required to meet its objectives. The Company s challenging financial circumstances may make the terms, conditions and cost of any available capital relatively unfavorable. If additional debt or equity capital is not readily available, the Company will be forced to scale back its acquisition activities and its operations. This would result in an overall slowdown of the Company s development. The Company s short-term need for capital may force it to consider and potentially pursue other strategic options sooner than it might otherwise have desired. These conditions raise substantial doubt about the Company s ability to continue as a going concern. The accompanying financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets, or the amounts and classification of liabilities that may result from the outcome of this uncertainty.

Management has taken a number of steps to address the Company s financial performance and to improve cash flow during 2006. The Company replaced a portion of its debt with new debt that has a lower interest rate, restructured the operating management team, implemented programs to obtain expense savings and entered into agreements with iVOW, Inc. that has provided the Company with access to iVOW cash. Management is devoting constant attention toward achieving growth both organically and through acquisitions so that the Company can spread its corporate overhead over a larger base of business and achieve economies of scale. However, there can be no assurances that these programs will be successful.

The Company has entered into an agreement with its current lender that it will refinance its existing revolving credit facility with another lender, including over-advances on its revolving credit facility, and outstanding term debt by November 30, 2006. The Company also needs additional funds for working capital purposes. The Company is currently in discussions with another lender to refinance its revolving credit facility and is actively trying to raise additional equity through a private placement. There can be no assurances that the Company will be successful in these efforts. If unsuccessful, the Company could be unable to fund payroll costs and could ultimately fail.

Marketable Securities

Marketable securities are classified as available-for-sale in accordance with the provisions of Statement of Financial Accounting Standards No. 115, *Accounting for Certain Investments and Debt and Equity Securities (SFAS 115).* Available-for-sale securities are carried at fair value with the unrealized gain or loss, net of tax, reported in other comprehensive income. The fair value is based on currently available market prices. Marketable securities represent an investment in one publicly-traded company.

Royalty Receivable

The royalty receivable represents amounts due under a patent and technology agreement that licensed certain patents and other technology owned by iVOW, Inc. to a third party. The receivable is stated at the present value of expected future amounts to be collected.

Stock-Based Compensation

On January 1, 2006 the Company adopted the Financial Accounting Standards Board Statement of Financial Accounting Standards No. 123 (revised 2004), *Share-Based Payment*, (SFAS 123R), that addresses the accounting for share-based payment transactions in which an enterprise receives employee services in exchange for either equity instruments of the enterprise or liabilities that are based on the fair value of the enterprise s equity instruments or that may be settled by issuance of such equity instruments. The statement eliminates the ability to account for share-based compensation transactions using the intrinsic value method as prescribed by Accounting Principles Board Opinion No. 25, Accounting for Stock Issued to Employees, and generally requires that such transactions be accounted for using a fair-value-based method and recognized as expense by the Company.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

The Company adopted SFAS 123R using the modified prospective method which requires the application of the accounting standard as of January 1, 2006. The Company s consolidated interim financial statements for the three and nine months ended September 30, 2006 reflect the impact of adopting SFAS 123R. In accordance with the modified prospective method, the consolidated interim financial statements for prior periods have not been restated to reflect, and do not include, the impact of FAS 123R. See pro forma information below.

Stock-based compensation expense recognized during the period is based on the value of the portion of stock-based payment awards that is ultimately expected to vest. Stock-based compensation expense recognized in the condensed consolidated statement of operations for the three and nine months ended September 30, 2006 included compensation expense for stock-based payment awards granted prior to, but not yet vested, as of December 31, 2005 based on the grant date fair value estimated in accordance with the pro forma provision of SFAS 148 and compensation expense for the stock-based payment awards granted subsequent to December 31, 2005, based on the grant date fair value estimated in accordance with SFAS 123R. As stock-based compensation expense recognized in the condensed consolidated statement of operations for the three and nine months ended September 30, 2006 is based on awards ultimately expected to vest, it has been reduced for estimated forfeitures. SFAS 123R requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. In the pro forma information required under SFAS 148 for the periods prior to January 1, 2006, forfeitures were accounted for as they occurred.

The table below shows net loss per share attributable to common stockholders for the three and nine months ended September 30, 2005 as if the Company had elected the fair value method of accounting for stock options effective January 1, 2005.

	Three months ended September 30, 2005	**Nine months ended September 30, 2005**
Net loss attributable to common stockholders, as reported	$ (1,388,680)	$ (5,741,178)
Add: stock-based employee compensation in reported net loss, net of related tax effects	401,154	671,488
Deduct: stock-based employee compensation determined under fair value method for all awards, net of related tax effects	(465,902)	(790,116)
Pro forma net loss attributable to common stockholders, as adjusted	$ (1,452,618)	$ (5,859,806)
Loss per share attributable to common stockholders:		
Basic and diluted, as reported	$ (.52)	$ (2.56)
Basic and diluted, as adjusted	$ (.54)	$ (2.61)

Earnings Per Share

Basic per share data has been computed on the loss attributable to common stockholders for each period divided by the weighted average number of shares of common stock outstanding for each period (excluding restricted common stock issued to certain officers of the Company). Diluted earnings per common share include both the weighted average number of common shares and any dilutive common share equivalents such as convertible securities, options or warrants in the calculation. As the Company recorded net losses for the three and nine months ended September 30, 2006, and 2005, common share equivalents outstanding would be anti-dilutive, and as such, have not been included in diluted weighted average shares outstanding. Common share equivalents that were excluded in the three and nine months ended September 30, 2006 were 1,847,445 and 1,890,778 respectively, and in both the three and nine months ended September 30, 2005 were 4,154,616.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Note 2 Acquisition

On April 18, 2006 the Company acquired the assets of Staff Search Ltd. for $2,386,174, including preliminary acquisition costs. The Company issued a promissory note in the principal amount of $1,410,000 and issued 229,128 shares of its common stock valued at $976,174 (determined by the average of $4.26 per share which approximates the average trading value as quoted on the OTC Bulletin Board for the three days before and three days after the acquisition date). The promissory note was purchased from the seller by the Company s majority stockholder. The promissory note accrues interest at a rate equal to 8.00% per annum. The principal amount of the note, plus all accrued interest, is payable upon demand of the holder. The note includes events of default (with grace periods, as applicable) and provides that, upon the occurrence of certain events of default, payment of all amounts due under the note shall become immediately payable. The primary purpose of the acquisition was to enable the Company to expand its market share in the nurse staffing industry. The following table summarizes the assets acquired and liabilities assumed as of the closing date:

Tangible assets acquired	$ 345,075
Customer related intangible assets	486,000
Goodwill	1,555,099
Total assets acquired	2,386,174
Liabilities assumed	
Net assets acquired	$ 2,386,174

The acquisition was accounted for using the purchase method of accounting. Customer related intangible assets will be amortized over their estimated useful life of five years. The purchase price allocated to customer relationships was determined by management s estimate based on a consistent model for all acquisitions and was initially developed by a professional valuation group. Goodwill represents the excess of merger consideration over the fair value of assets acquired. The Company will be required to pay additional cash and issue additional shares of its common stock to the former stockholder of Staff Search Ltd. should its results of operations exceed performance standards established in the merger agreement. If results of operations for Staff Search Ltd. fall below performance standards established in the merger agreement, the former stockholder of Staff Search Ltd. is required to return certain amounts of the Company s common stock that were issued in connection with the acquisition. The goodwill acquired may be amortized for federal income tax purposes.

The Company acquired TravMed USA, Inc. and Health Industry Professionals, LLC on March 29, 2005, and Prime Staff, LP and Mint Medical Staffing Odessa on May 4, 2005.

Unaudited Pro Forma Summary Information

The following unaudited pro forma summary approximates the consolidated results of operations as if the acquisitions disclosed above had occurred as of January 1, 2005, after giving effect to certain adjustments, including amortization of specifically identifiable intangibles and interest expense. The pro forma financial information does not purport to be indicative of the results of operations that would have occurred had the transactions taken place at the beginning of the period presented or of future results of operations.

	Three Months Ended September 30, 2006	**Three Months Ended September 30, 2005**	**Nine Months Ended September 30, 2006**	**Nine Months Ended September 30, 2005**
Revenue from services	$ 10,299,037	$ 12,604,201	$ 33,647,724	$ 35,320,644
Net loss attributable to common stockholders	(2,522,498)	(1,197,317)	(47,796,412)	(5,104,129)
Basic and diluted net loss per common share attributable to common stockholders	(0.18)	(0.14)	(4.62)	(2.06)
Weighted-average shares of common stock outstanding (basic and diluted)	13,899,960	2,913,261	10,334,874	2,473,661

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Note 3 Settlement of Acquisition Claim

In 2005, the Company asserted a claim against a seller of one of the Company s 2003 acquisitions. In January 2006, the Company and the seller settled with the seller returning 59,150 shares of the Company s common stock that had been issued in connection with the acquisition. The Company reported a gain on settlement of acquisition claim of $1,064,693 representing the fair value of the stock returned on the date of the settlement. The offset to the gain recorded was a reduction in common stock and additional paid-in capital. The returned shares were retired immediately.

Note 4 Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses consist of the following:

	September 30, 2006	December 31, 2005
Accounts payable	$ 1,461,868	$ 825,986
Accrued expenses	829,879	621,919
	$ 2,291,747	$ 1,447,905

Note 5 Revolving Line of Credit

On June 16, 2004, the Company entered into a Loan and Security Agreement with Bridge Healthcare Finance, LLC (Bridge Healthcare), pursuant to which the Company obtained a revolving credit facility that allowed for maximum borrowings of up to $15,000,000 (the Loan). During the first quarter of 2005, the maximum borrowings under the Loan were reduced to $10,000,000 permitting the Company to lower its effective interest rate through lower unused line fees. The Loan had an original term of three years and bears interest at a rate equal to the greater of three percent (3.0%) per annum over the prime rate or nine and one-half percent (9.5%) per annum (11.25% at September 30, 2006) with interest payable monthly. Accounts receivable serves as security for the Loan and the Loan is subject to certain financial and reporting covenants. Customer payments are used to repay the advances on the Loan after deducting charges for interest expense, unused line and account management fees. Except in certain limited circumstances, the Loan cannot be prepaid in full without the Company incurring a significant prepayment penalty. The financial covenants are for the maintenance of minimum tangible net worth, minimum debt service coverage ratios, minimum EBITDA, maximum capital expenditure limits and maximum operating lease obligations. In May 2005 the Company renegotiated covenants related to the Loan; however, at December 31, 2005 and each quarter thereafter, the Company is not in compliance with the revised covenants. Bridge Healthcare waived compliance with the covenants for 2005. However, in subsequent quarters, the Company had not obtained a waiver for non-compliance. Management is currently considering various alternatives to rectify covenant non-compliance, including renegotiating the covenants with Bridge Healthcare or negotiating a new facility with a new lender. The Company was charged fees by Bridge Healthcare for various compliance violations and related waivers granted during 2005 and 2006. The Company has entered into an agreement with its current lender that it will refinance its existing revolving credit facility with another lender, including over-advances on its revolving credit facility by November 30, 2006, or at some later date if extended by mutual agreement.

During the third quarter of 2005, Bridge Healthcare made a $600,000 credit line available to the Company in the form of an over-advance on the Company s Loan. The line of credit was used as necessary to pay certain remaining amounts due on acquisitions completed in March 2005 and for working capital purposes. During the first quarter of 2006, the Company used proceeds from a private offering (as discussed in Note 8) to repay the $600,000 over-advance. During the second and third quarters of 2006, Bridge Healthcare made $1,425,000 available to the Company in the form of over-advances on the Loan. The over-advances were used for working capital purposes and are to be repaid on or before November 30, 2006, or at some later date if extended by mutual agreement. The $1,425,000 over-advances are partially secured by a guaranty from MedCap Partners L.P. (MedCap), the Company s majority stockholder, with the remainder secured by personal guaranties from C. Fred Toney, a member of the Company s board of directors, and the managing member of MedCap Management & Research LLC, the general partner of MedCap, and from James D. Durham, Chief Executive Officer and Chairman of the Board of the Company. Bridge Healthcare charges monthly fees to the Company in excess of normal Loan interest charges for all over-advances.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

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The Loan includes events of default (with grace periods as applicable) and provides that, upon the occurrence of certain events of default, payment of all amounts payable under the Loan, including the principal amount of, and accrued interest on, the Loan may be accelerated. As a result of our non-compliance with covenants, Bridge Healthcare could declare us in default and accelerate the Loan at any time. There are also cross default provisions between the Loan and the Term Loan discussed in Note 6. The outstanding balance on the Loan is $5,793,827 at September 30, 2006, which represents the total availability under the line relative to the amount of receivables outstanding at that date plus over-advances of $1,425,000 discussed above. The maturity date of the Loan was extended for an additional year through June 2008. The prepayment penalty discussed above is applicable for the one-year extension period except the amount is reduced in the event of a change in control of the Company.

Note 6 Notes Payable to Lender

Pursuant to a loan agreement dated August 31, 2004, the Company obtained a term loan credit facility (Term Loan) in the amount up to $10,000,000 from Bridge Opportunity Finance, LLC, an affiliate of Bridge Healthcare. The Company may obtain loans under the agreement to fund permitted acquisitions. Any loans obtained under the Term Loan are due and payable in full on August 31, 2007 and bear interest at the rate of fifteen and one-quarter percent (15.25%) per annum with interest payable monthly. The Term Loan is secured by all assets of the Company. On August 31, 2004, the Company received proceeds from the Term Loan of $2,697,802 for the acquisitions of Arizona Home Health Care/Private Duty, Inc. and Care Pros Staffing, Inc.

The Term Loan provides that the Company shall issue warrants to purchase shares of common stock to the lender up to 12% of the Company s overall capitalization on the date of borrowing. On August 31, 2004, the Company issued warrants to purchase 90,578 shares of common stock at a price of $31.50 per share in connection with the first borrowing under the credit facility. As a result, the Term Loan has been recorded net of a discount of $810,000 which represents the estimated fair market value related to the warrants at the date of issuance. The discount is being amortized to interest expense over the life of the Term Loan. During the first quarter of 2006, the Company used proceeds from a private offering (as discussed in Note 8) to repay $1,350,000 of the Term Loan. As a result of this repayment, the Company recorded $200,168 of additional interest relating to the proportionate amount of unamortized discount associated with the repayment. Amortization of the remaining discount totaled $90,015 during the first nine months of 2006. During the second quarter of 2006, Bridge Healthcare demanded further repayments of the term loan amounting to $300,000 and future monthly principal payments of $45,742 until the Term Loan is paid in full. The outstanding balance of the Term Loan is $919,362 at September 30, 2006, which is before an unamortized discount of $110,150.

Except in certain limited circumstances, based on terms of the agreement, the Term Loan cannot be prepaid in full without the Company incurring a significant prepayment penalty. Bridge Healthcare has indicated an intent to waive the prepayment penalty if the Company repays the Term Loan during 2006. The Company is currently seeking to refinance the Term Loan and has agreed to refinance it by November 30, 2006, or at some later date if extended by mutual agreement. The Term Loan also contains certain financial covenants, including the maintenance of minimum tangible net worth, minimum debt service coverage ratios, minimum EBITDA, maximum capital expenditure limits and maximum operating lease obligations. At March 31, 2005, the Company was out of compliance with certain financial covenants of the Term Loan, for which a waiver was received from the lender. In May 2005 the Company renegotiated covenants related to the term loan; however, at December 31, 2005 and in subsequent quarters, the Company is not in compliance with the revised covenants. Bridge Healthcare waived compliance with the covenants for 2005. However, during 2006, the Company has not obtained waivers for non-compliance. Accordingly, the Term Loan has been classified as a current liability on the accompanying balance sheet as of September 30, 2006. The Company was charged fees by Bridge for various compliance violations and related waivers granted during 2005 and 2006. Management is currently considering various alternatives to rectify this covenant non-compliance, including renegotiating the covenants with Bridge Healthcare or negotiating a new facility with a new lender. The Term Loan includes events of default (with grace periods as applicable) and provides that, upon the occurrence of certain events of default, payment of all amounts payable under the Term Loan, including the principal amount of, and accrued interest on, the Term Loan may be accelerated. There are also cross default provisions between the Term Loan and the Loan. As a result of our non-compliance with covenants, Bridge Healthcare could declare us in default and accelerate the Term Loan at any time.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Note 7 Notes Payable to Sellers

As partial consideration for the acquisition of TravMed USA, Inc. (TravMed) on March 29, 2005, the Company issued unsecured subordinated notes to the former TravMed stockholders in the total amount of $3,215,490. The notes were three-year convertible notes bearing interest at 7.75%. Monthly interest payments were required for the first six months followed by principal and interest payments the next thirty months to fully repay the debt. The Company did not make debt service payments required by terms of these notes payable to sellers as claims had been asserted in State District Court in Dallas, Texas against the sellers of TravMed for breach of non-competition/solicitation agreements, breach of fiduciary duty, tortious interference with existing and prospective contracts and business relations, and declaratory relief. The Company received a notice of default in early November 2005 and the due date of the notes was accelerated such that the entire balance of the notes payable to sellers was due. The default under the notes payable to sellers triggered defaults under the Loan and Term Loan discussed in Notes 5 and 6, as well as the Debentures discussed in Note 8. Also, as a result of this default, Bridge Healthcare has discontinued making revolving credit loans to the Company on receivables of TravMed.

On May 9, 2006, under terms of agreements to acquire TravMed, the Company returned to the sellers the shares in TravMed that it had acquired on March 29, 2005. Upon return of the shares to the sellers, the Company was permitted to retain TravMed receivables existing on May 9, 2006, and the $3,215,490 of seller notes payable were extinguished. Following the return of the shares, the sellers are released from covenants not to compete, and the Company and the sellers are free to compete for existing customer contracts (See further discussion in Note 12). Management believes that substantially all customers will elect to contract directly with the Company. Based on management s estimated loss of customers, the Company has recorded an impairment charge of $123,000 of intangibles assigned to customer relationships. In addition, the Company has reported a gain on extinguishment of seller debt of $3,215,490 and has reversed $132,000 of interest expense accrued on the $3,215,490 note. All of these amounts were recorded during the second quarter of 2006.

Note 8 Debentures

In January 2006, the Company completed a private placement totaling $4 million. The first phase was completed on December 30, 2005 and consisted of $2 million, or 333,333 shares of common stock and the second phase consisted of $2 million of 8% convertible debentures. The convertible debentures have a term of three years and bear interest at a rate of 8% per year, payable semi-annually in cash or registered stock at the Company s option. The debentures are convertible into common stock at a price of $6.00 per share. The sale of convertible debentures included common stock warrant coverage allowing debenture holders to exercise warrants to purchase 500,000 common shares. Warrants to purchase 166,667 common shares have a five year term and an exercise price of $7.50 per share. Warrants to purchase 333,333 common shares at an exercise price of $6.00 per share expired on June 14, 2006 with none being exercised. The Company computed the relative fair value of the warrants at $1,443,265 and the beneficial conversion feature related to the debentures at $556,735, and recorded these amounts as a discount to the debentures which is being amortized over the term of the debentures.

Terms of an agreement with the placement agent representing the Company required placement fees upon a private placement of at least $5 million. Although the minimum was not achieved, fees have been accrued and warrants recorded based on the lower amount of funding. Per the terms of the agreement, $589,722 was recorded as deferred financing costs associated with the debentures and $294,867 was recorded as an offset to proceeds from the equity portion of the funding. The $589,722 will be amortized over the three year term of the debentures. A portion of the placement fees were warrants to purchase 50,000 shares of common stock at $6.00 per share. The warrants have a five year life and were valued at $629,589 ($419,722 recorded as deferred financing costs and $209,867 recorded as an offset to proceeds from the equity offering). The remaining portion of the fee totaling $255,000 is to be paid in cash.

On February 16, 2006, a holder of the debentures converted $260,000 of the debentures into 43,333 shares of the Company s common stock. The Company recognized expense in the amount of $72,117 relating to the deferred financing fees associated with the converted debentures and expense in the amount of $238,333 related to the proportionate share of the unamortized discount on the converted debentures.

The debentures have cross-default provisions with the Company s revolving line of credit and notes payable to lender. Since the Company is in default on its revolving line of credit and notes payable to lender, it is also in default on the debentures. Accordingly, the amount of the debentures ($1,740,000 face value outstanding and $434,996 carrying value

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3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

after a discount of $1,305,004) has been classified as a current obligation on the accompanying balance sheet as of September 30, 2006. Amortization of the remaining discount on debentures totaled $456,663 for the nine months ended September 30, 2006. The holders of the debentures could declare us in default and accelerate the debentures at any time.

The Company has registered the shares (including the shares issuable upon conversion of the debentures and exercise of the warrants) for resale on a registration statement. The Company has used the proceeds from the private placement for working capital and the retirement of 50% of its outstanding $2.7 million Term Loan (discussed in Note 6) as well as retirement of the initial $600,000 over-advance facility (discussed in Note 5).

Note 9 Convertible Preferred Stock

On April 3, 2006 a special committee of the Board of Directors recommended, the Board of Directors approved and holders of the Preferred Stock and Warrants agreed to the exchange of all outstanding Series C Convertible Preferred Stock, Series C warrants and Series B-1 warrants into common stock as follows:

Description of security	Shares to be exchanged	Common stock to be issued
Series C Convertible Preferred Stock	183,028	9,151,400
Series C Warrants	124,086	1,054,731
Series B-1 Warrants	6,000	51,000

The exchange as approved by the Board of Directors varied from existing Preferred Stock conversion ratios and was based on recommendations from the special committee of the Board of Directors after they sought guidance from an outside firm. The effect of this exchange transferred the carrying value of the Convertible Preferred Stock and the Series C and B-1 preferred stock warrants on the Company s balance sheet to stockholders equity resulting in an increase in stockholders equity of $10,859,603. This exchange also resulted in the recognition of a deemed dividend of $45,554,618. This deemed dividend was calculated by valuing the 10,257,131 shares of common stock issued in the exchange at the closing price of the stock on the date of the exchange ($5.50) less the carrying value of the Convertible Preferred Stock and Warrants of $10,859,603.

Note 10 Common Stock and Stock Options

In the first nine months of 2006 the Company completed further equity financings with MedCap Partners L.P., the Company s majority stockholder, for $1,500,000 at per share prices ranging from $6.00 to $8.00. The proceeds were used for working capital purposes.

On April 4, 2006, the Company implemented a one-for-ten reverse split of its outstanding shares of common stock. At the Company s Annual Meeting of Stockholders held on November 8, 2005, its stockholders approved a proposal to amend its Amended and Restated Certificate of Incorporation to effect a reverse stock split of all of its outstanding shares of common stock at an exchange ratio ranging from one-to-two to one-to-ten, with the final ratio to be determined by the Board of Directors following stockholder approval. Pursuant to a resolution of the Board of Directors effective March 1, 2006, the directors approved a reverse stock split at an exchange ratio of one-to-ten. No fractional shares were issued in connection with the reverse stock split. In lieu of fractional shares, stockholders received a cash payment based on the market price, after adjustment for the effect of the stock split, of the Company s common stock on the effective date of the stock split. The cash payment for fractional shares was nominal. The reverse stock split also affected options, warrants and other securities convertible into or exchangeable for shares of the Company s common stock that were issued and outstanding immediately prior to the effective time of the stock split. All common and per share information included in these financial statements and notes have been retroactively adjusted to reflect the reverse stock split.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Employee Stock Options and Restricted Stock Grants

The Company entered into a Restricted Stock Bonus Agreement with James D. Durham, its Chief Executive Officer dated effective March 24, 2006. Pursuant to the agreement, the Company issued Mr. Durham 150,000 shares of its common stock with an aggregate fair market value of $675,000. The shares of restricted stock vest in accordance with the following schedule: 1/4 of the total shares vest on March 24, 2007 and 1/48 of the total shares vest monthly thereafter. In addition to the time vesting requirement, these shares are also subject to minimum stock trading volume levels. In the event of a Corporate Transaction (as defined in the agreement), the shares shall immediately become fully vested if, within five years after the Corporate Transaction, Mr. Durham s service is terminated by the successor company, the Company or a related entity without Cause or voluntarily by Mr. Durham with Good Reason. The Company is expensing the fair market value of these restricted shares over the four year vesting period. The Company recorded $42,188 in expense in the third quarter of 2006 associated with this restricted stock grant.

On March 24, 2006 the Company granted James J. TerBeest, its Chief Financial Officer an option to purchase 150,000 shares of common stock at a per share exercise price of $4.50. The shares of common stock subject to the option vest in accordance with the following schedule: 1/4 of the total shares vest on March 24, 2007 and 1/48 of the total shares vest monthly thereafter.

On May 2, 2006, the Board of Directors granted 177,318 options to purchase the Company s common stock to employees of the Company at a per share exercise price of $4.00 per share and on August 9, 2006, the Board of Directors granted 17,000 options to purchase the Company s common stock to an employee of the Company at a per share exercise price of $1.00 per share.

Impact of the Adoption of SFAS 123R

The Company adopted SFAS 123R using the modified prospective transition method beginning January 1, 2006. The Company s consolidated interim financial statements for the three and nine months ended September 30, 2006 reflect the impact of adopting SFAS 123R. The impact on the Company s results of operations of recording stock-based compensation for the three and nine months ended September 30, 2006 was approximately $150,563 and $344,523, respectively, and was recorded in selling, general, and administrative expenses.

SFAS 123R requires cash flows resulting from excess tax benefits to be classified as a part of cash flows from financing activities. Excess tax benefits are realized tax benefits from tax deductions for exercised options in excess of the deferred tax asset attributable to stock compensation costs for such options. There were no stock options exercised in the three or nine months ended September 30, 2006 and 2005.

Valuation Assumptions

The Company calculated the fair value of each option award on the date of grant using the Black-Scholes option pricing model. The following assumptions were used for the three and nine months ended September 30, 2006.

	Three Months Ended September 30, 2006	**Nine Months Ended September 30, 2006**
Risk-free interest rate	4.6 %	4.6 %
Expected lives (in years)	4	4
Dividend Yield	0	0
Expected volatility	117 %	103% - 11 7%

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Stock option activity is summarized as follows:

	Three Months Ended September 30, 2006	Nine Months Ended September 30, 2006
Outstanding, July 1 and January 1	807,245	500,667
Granted	17,000	344,315
Exercised		
Forfeited	(4,045)	(24,785)
Outstanding, September 30	820,200	820,200

	Three Months Ended September 30, 2006	Nine Months Ended September 30, 2006
Exercisable at September 30	405,323	405,323
Non-vested, July 1 and January 1	435,222	349,517
Non-vested, September 30	414,877	414,877
Granted	17,000	344,318
Forfeited	4,045	24,785
Vested, net of forfeitures	33,300	104,079
Average exercise price per share:		
Outstanding, July 1 and January 1	$ 9.50	$ 10.21
Granted	1.00	4.07
Exercised		
Forfeited	16.31	21.34
Outstanding, September 30	7.32	7.32
Exercisable	8.19	8.19
Non-vested, July 1 and January 1	8.41	9.50
Non-vested, September 30	6.62	6.62
Weighted-average remaining term of outstanding options	8.36 years	8.36 years
Weighted-average remaining term of exercisable options	7.39 years	7.39 years
Weighted-average grant date fair value	.78	3.04
Total future cost of unvested options	1,367,205	1,367,205
Weighted-average period of unvested options	9.31 years	9.31 years

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Note 11 Supplemental Disclosure to the Statements of Cash Flows

	September 30, 2006	September 30, 2005
Supplemental cash flow disclosures:		
Cash paid for interest	$ 935,005	$ 754,830
Cash paid for income taxes		
Non-cash investing and financing activities:		
Conversion of preferred stock into common stock		30,873,400
Conversion of debentures into common stock	260,000	
Issuance of the following in connection with acquisitions:		
Common stock issued	976,174	2,888,864
Revolving credit line assumed		941,390
Notes payable issued for acquisition	1,410,000	3,215,490
Common stock issued as payment of preferred stock dividends	800,748	3,390,233
Common stock issued associated with working capital loans from majority stockholder		162,500
Common stock issued for interest on debentures	69,600	
Common stock issued in exchange for Series C preferred stock, Series B-1 warrants and Series C warrants	10,859,603	
Costs accrued associated with sale of common stock	211,569	
Value of debentures allocated to attached common stock warrants and beneficial conversion feature	2,000,000	
Fair value of warrants issued as placement fee related to debentures	419,722	
Fair value of stock returned in connection with settlement of acquisition claim	1,064,693	

Note 12 Legal Proceedings

On January 27, 2006, the Company filed suit against the sellers of TravMed USA, Inc. asserting claims for breach of non-competition/solicitation agreements, breach of fiduciary duty, tortious interference with existing and prospective contracts and business relations, and declaratory relief arising out of the acquisition agreement. The Company is seeking damages related to the above claim. On May 5, 2006, the sellers of TravMed USA, Inc. filed a counterclaim and application for temporary restraining order and injunctive relief claiming breach of contract. Management believes this counterclaim is without merit and the Company intends to vigorously defend the counterclaim.

On January 31, 2006, the Company filed suit against the sellers of Arizona Home Health/Private Duty, Inc. asserting claims for fraud, indemnity, and declaratory relief arising out of the acquisition agreement. On February 23, 2006, the sellers filed a counterclaim. Management believes this counterclaim is without merit and the Company intends to vigorously defend the counterclaim.

From time to time, the Company may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm the Company s business. Other than as described above, the Company is not currently aware of any such legal proceedings or claims that are expected to have, individually or in the aggregate, a material adverse affect on the Company s business, financial condition or operating results.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Note 13 Minority Interest in iVOW, Inc.

On September 20, 2006, the Company entered into an Agreement and Plan of Merger with iVOW, Inc. (iVOW), pursuant to which iVOW Acquisition Corp., a wholly-owned subsidiary of the Company, will merge with and into iVOW, with iVOW continuing as the surviving corporation and a wholly-owned subsidiary of the Company. The completion of the merger is subject to several conditions, including the receipt of applicable approvals from the Company s and iVOW s stockholders. The merger is expected to close by December 31, 2006. At the effective time of the merger, all shares of iVOW common stock issued and outstanding immediately prior to the effective time will be converted automatically into the right to receive, in the aggregate, approximately $3.5 million in shares of the Company s common stock, subject to reduction based on levels of iVOW debt and other items addressed in the merger agreement.

In connection with the merger, the Company and iVOW have entered into an Interim Management Agreement pursuant to which the Company has sole and exclusive responsibility, authority and discretion to (a) conduct, manage, direct and control all aspects of the business and operations of iVOW and (b) utilize iVOW s cash and working capital to defray any and all expenses of both the Company and iVOW.

The Company will account for the merger as a business combination on the effective date. As a result of the Interim Management Agreement entered into in connection with the merger, the Company will account for iVOW on a consolidated basis as of September 20, 2006, the effective date of the Interim Management Agreement. If the merger is not completed, the accounting treatment will be adjusted.

Upon completion of the merger, the Company will record the issuance of approximately $3.5 million in shares of its common stock, the fair value of iVOW s outstanding debt and other liabilities at the time of the merger, and the amount of direct transaction costs associated with the merger, as the estimated purchase price of acquiring iVOW. The Company will allocate the estimated purchase price to the tangible and identifiable intangible assets acquired and liabilities assumed based on their respective fair values at the effective time of the merger. Any excess of the estimated purchase price over the fair value of net assets acquired will be accounted for as goodwill.

Management is currently assessing the fair values of the tangible and intangible assets and liabilities of iVOW to be acquired or assumed by the Company. For purposes of these consolidated financial statements at September 30, 2006, management has made a preliminary estimate of the fair values of the assets and liabilities of iVow to be acquired and, accordingly, the excess of purchase price to be paid by the Company to acquire iVOW over the fair value of the net assets acquired has been preliminarily allocated to goodwill. These estimates are preliminary and the actual purchase price and the fair values of the assets and liabilities actually recorded may differ substantially from these estimates. The Company s ultimate issuance of $3.5 million in shares of the Company s common stock to complete the merger has been reflected as a minority interest in iVOW on the accompanying balance sheet at September 30, 2006 as it approximates the estimated fair value of iVOW s net equity included in the Company s September 30, 2006 consolidated balance sheet. The following table summarizes the assets and liabilities of iVOW to be consolidated as of the effective date:

Tangible assets	$ 1,982,225
Goodwill	2,166,202
Total assets	4,148,427
Liabilities	648,427
Net assets	$ 3,500,000

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Note 14 Subsequent Events

Subsequent to September 30, 2006, Bridge Healthcare made $1,000,000 available to the Company in the form of additional over-advances on the Company s Loan. The over-advances are being used for working capital purposes, are to be repaid on or before November 30, 2006, or at some later date if extended by mutual agreement, and are secured by a personal guaranty from C. Fred Toney, a member of the Company s board of directors, and the managing member of MedCap Management & Research LLC, the general partner of MedCap, MedCap Partners, L.P. and James D. Durham, Chief Executive Officer of Crdentia and Chairman of the Board.

Subsequent to September 30, 2006, the Company engaged an investment banker to raise equity through a private placement. The Company is also negotiating with a lender to refinance its revolving credit facility. If these fund raising activities are successful, proceeds would be used to refinance substantially all existing debt, to fund working capital needs and to make additional acquisitions.

On October 6, 2006, one of the debenture holders converted $76,000 of debentures at $6.00 per common share. In connection with the conversion, the Company issued 14,270 shares of Crdentia common stock which included shares for interest accrued to date on the converted debentures.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Item 2. Management s Discussion and Analysis or Plan of Operation

OVERVIEW

The following discussion and analysis should be read in conjunction with the Unaudited Condensed Consolidated Financial Statements and related Notes to Unaudited Condensed Consolidated Financial Statements included in Item 1 of Part I of this Quarterly Report on Form 10-QSB.

We have included in this Quarterly Report certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 concerning our business, operations and financial condition. Forward-looking statements consist of all non-historical information, and the analysis of historical information, including the references in this Quarterly Report to future revenue growth, future expense growth, future profitability, anticipated cash resources, anticipated capital expenditures, capital requirements and our plans for future periods. In addition, the words could, expects, anticipates, objective, plan, may affect, may depend, believes, estimates, projects and similar words and phrases are also intended to identify such forward-looking statements.

There are various factors many beyond our control that could cause our actual results or the occurrence or timing of expected events to differ materially from those anticipated in our forward-looking statements. Such factors may also cause substantial volatility in the market price of our Common Stock. We have included below under Risk Factors a description of the known risks that we believe to be material. All forward-looking statements included in this Quarterly Report are current only as of the date of this Quarterly Report. We do not undertake any obligation to publicly update any forward-looking statement to reflect events or circumstances after the date on which any such statement is made or to reflect the occurrence of unanticipated events.

We are a provider of healthcare staffing services, focusing on the areas of travel nursing, per diem staffing, locum tenens, allied services and private duty home care. Our travel nurses are recruited domestically as well as internationally, and placed on temporary assignments at healthcare facilities across the United States. Our per diem nurses are local nurses placed at healthcare facilities on short-term assignments. Our contractual clinical services group provides complete clinical management and staffing for healthcare facilities. Under our locum tenens program, physicians contract with us to perform medical services for healthcare organizations for a specified length of time. Our allied services primarily consist of diagnostic imaging, respiratory, laboratory, therapies and administrative modalities and our private duty home care group provides nursing case management and staffing for skilled and non-skilled care in the home. We consider the different services described above to be one segment as each of these services relate solely to providing healthcare staffing to customers that are healthcare providers and utilize similar distribution methods, common systems, databases, procedures, processes and similar methods of identifying and serving these customers.

We did not have any revenue in 2003 until we completed our first acquisition in August 2003. During 2003 we began operating four newly acquired companies, combining the various back offices and support staff into a central location and began streamlining the operations. We have continued to pursue our operational plan of acquiring companies in the healthcare staffing field and purchased two companies in 2004, three companies in 2005 and one company on April 18, 2006.

On September 20, 2006, we entered into an Agreement and Plan of Merger with iVOW, Inc. (iVOW). iVOW is a Nasdaq listed company focused exclusively on the disease state management of chronic and morbid obesity. The completion of the merger is subject to several conditions, including the receipt of applicable approvals from the stockholders of both companies. The merger is expected to close by December 31, 2006. At the effective time of the merger, all shares of iVOW common stock issued and outstanding immediately prior to the effective time will be converted automatically into the right to receive, in the aggregate, approximately $3.5 million in shares of Crdentia common stock, subject to reduction based on levels of iVOW debt and other items addressed in the merger agreement. In connection with the merger, we and iVOW entered into an Interim Management Agreement pursuant to which we have sole and exclusive responsibility, authority and discretion to, among other things, manage and control all aspects of iVOW s business. As a result of the Interim Management Agreement, we will account for iVOW on a consolidated basis as of September 20, 2006. iVOW provides services to employers, payors and unions to facilitate weight loss programs on a per patient direct basis.

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Some key factors we are focusing on to improve performance are as follows:

- We continue to identify innovative ways to attract and retain nurses.

- We are vigorously managing the amounts billed to healthcare facilities in relation to the payroll cost of our nurses in an effort to improve gross margins.

- We are managing selling, general and administrative costs at our field office locations to limit these expenses to no more than 10% of the revenue at each location.

- We are aggressively expanding our locum tenens business, our allied services and our home health business in an effort to improve gross margins through a better mix of the services provided.

- We are devoting constant attention toward achieving growth both organically and through acquisitions so that we can spread our corporate overhead over a larger base of business and achieve economies of scale.

- We are seeking to raise additional debt and equity capital to refinance existing debt to reduce interest expense. Additional funds will also be used to continue to pursue acquisitions.

- We are seeking to list our common stock on the Nasdaq Market or another national exchange (our common stock is currently quoted on the OTC Bulletin Board).

LIQUIDITY AND CAPITAL RESOURCES

During the first nine months of 2006, we raised $2,000,000 in debentures and $1,500,000 in equity. These proceeds were used to repay $1,650,000 on the term loan, a $600,000 over-advance on our revolving line of credit and the balance was used for working capital purposes. We are currently working to raise additional debt and equity for working capital needs, for debt refinancing and for continuing our acquisition program.

On June 16, 2004, we entered into a Loan and Security Agreement with Bridge Healthcare Finance, LLC (Bridge Healthcare), pursuant to which we obtained a revolving credit facility up to $15,000,000 (the Loan). During the first quarter of 2005, the Loan was reduced to $10,000,000 permitting us to lower its effective interest rate through lower unused line fees. The Loan had an original term of three years and bears interest at a rate equal to the greater of three percent (3.0%) per annum over the prime rate or nine and one-half percent (9.5%) per annum (11.25% at September 30, 2006). Interest is payable monthly. Accounts receivable serves as security for the Loan and the Loan is subject to certain financial and reporting covenants. Customer payments are used to repay the advances on the Loan after deducting charges for interest expense, unused line and account management fees. Except in certain limited circumstances, the Loan cannot be prepaid in full without our incurring a significant prepayment penalty. The financial covenants are for the maintenance of minimum tangible net worth, minimum debt service coverage ratios, minimum EBITDA, maximum capital expenditure limits and maximum operating lease obligations. In May 2005 we renegotiated covenants related to the Loan; however, at December 31, 2005 and each quarter thereafter, we are not in compliance with the revised covenants. Bridge Healthcare waived compliance with the covenants for 2005. However, in subsequent quarters, we have not obtained a waiver for non-compliance. Management is currently considering various alternatives to rectify covenant non-compliance, including renegotiating the covenants with Bridge Healthcare or negotiating a new facility with a new lender. We have been charged fees by Bridge Healthcare for various compliance violations and related waivers in 2005 and 2006. As a result of our non-compliance with covenants, Bridge Healthcare could declare us in default and accelerate the Loan at any time.

During the third quarter of 2005, Bridge Healthcare made a $600,000 credit line available to us in the form of an over-advance on our Loan. The line of credit was used as necessary to pay certain remaining amounts due on acquisitions completed in March 2005 and for working capital purposes. During the first quarter of 2006, we used proceeds from a private offering as discussed below to repay the $600,000 over-advance. During the second and third quarters of 2006, Bridge Healthcare made $1,425,000 available to us in the form of over-

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advances on our Loan. The over-advances were used for working capital purposes and are to be repaid on or before November 30, 2006, or at some later date if extended by mutual agreement. The $1,425,000 of over-advances are partially secured by a guaranty from MedCap Partners L.P. (MedCap), our majority stockholder, with the remainder secured by a personal guaranty from C. Fred Toney, a member of our board of directors, and the managing member of MedCap Management & Research LLC, the general partner of MedCap, and by a personal guaranty from James D. Durham, our Chief Executive Officer and Chairman of the Board. Bridge Healthcare charges us monthly fees in excess of normal Loan interest charges for all over-advances.

Subsequent to September 30, 2006, Bridge Healthcare made $1,000,000 available to us in the form of additional over-advances on our Loan. The over-advances are being used for working capital purposes, are to be repaid on or before November 30, 2006, or at some later date if extended by mutual agreement, and are secured by a personal guaranty from C. Fred Toney, a member of our board of directors, and the managing member of MedCap Management & Research LLC, the general partner of MedCap, MedCap Partners, L.P. and James D. Durham, Chief Executive Officer of the Company and Chairman of the Board.

The Loan includes events of default (with grace periods as applicable) and provides that, upon the occurrence of certain events of default, payment of all amounts payable under the Loan, including the principal amount of, and accrued interest on, the Loan may be accelerated. There are also cross default provisions between the Loan and the Term Loan discussed below. The outstanding balance on the Loan is $5,793,827 at September 30, 2006, which represents the total availability under the line relative to the amount of receivables outstanding at that date plus over-advances discussed above. The maturity date of the Loan was extended for an additional year through June 2008. The prepayment penalty discussed above is applicable for the one-year extension period except the amount is reduced in the event of a change in control of Crdentia.

Pursuant to a loan agreement dated August 31, 2004, we obtained a term loan credit facility (Term Loan) in the amount up to $10,000,000 from Bridge Opportunity Finance, LLC, an affiliate of Bridge Healthcare. We may obtain loans under the agreement to fund permitted acquisitions. Any loans obtained under the Term Loan are due and payable in full on August 31, 2007 and bear interest at the rate of fifteen and one-quarter percent (15.25%) per annum. Interest is payable monthly. The Term Loan is secured by all of our assets. On August 31, 2004, we received proceeds from the Term Loan of $2,697,802 for the acquisitions of Arizona Home Health Care/Private Duty, Inc. and Care Pros Staffing, Inc.

The Term Loan provides that we shall issue warrants to purchase shares of common stock to the lender up to 12% of our overall capitalization on the date of borrowing. On August 31, 2004, we issued warrants to purchase 90,578 shares of common stock at a price of $31.50 per share in connection with the first borrowing under the credit facility. As a result, the Term Loan has been recorded net of a discount of $810,000 which represents the estimated fair market value related to the warrants at the date of issuance. The discount is being amortized to interest expense over the life of the Term Loan. During the first quarter of 2006, we used proceeds from a private offering as discussed below to repay $1,350,000 of the Term Loan. As a result of this repayment, we recorded $200,168 of additional interest relating to the proportionate amount of unamortized discount associated with the repayment. Amortization of the remaining discount totaled $90,015 during the first nine months of 2006. During the second quarter of 2006, Bridge Healthcare demanded further repayments of the Term Loan amounting to $300,000 and future monthly principal payments of $45,742 until the Term Loan is paid in full. The outstanding balance of the Term Loan is $919,362 at September 30, 2006, which is before an unamortized discount of $110,150.

Except in certain limited circumstances, based on terms of the agreement, the Term Loan cannot be prepaid in full without our incurring a significant prepayment penalty. Bridge Healthcare has indicated intent to waive the prepayment penalty if we repay the Term Loan during 2006. We are currently seeking to refinance the Term Loan and have agreed to refinance it by November 30, 2006, or at some later date if extended by mutual agreement. The Term Loan also contains certain financial covenants, including the maintenance of minimum tangible net worth, minimum debt service coverage ratios, minimum EBITDA, maximum capital expenditure limits and maximum operating lease obligations. At March 31, 2005, we were out of compliance with certain financial covenants of the Term Loan, for which a waiver was received from the lender. In May 2005 we renegotiated covenants related to the term loan; however, at December 31, 2005 and in subsequent quarters, we are not in compliance with the revised covenants. Bridge Healthcare waived compliance with the covenants for 2005. However, during 2006, we have not obtained waivers for non-compliance. Accordingly, the Term Loan has been classified as a current liability on the accompanying balance sheet as of September 30, 2006. We were charged fees by Bridge for various compliance violations and related waivers granted during 2005 and 2006. Management is currently considering various alternatives to rectify this covenant non-compliance, including renegotiating the covenants with Bridge Healthcare or negotiating a new facility with a new lender. The Term Loan includes events of default (with grace periods as applicable) and provides that, upon the occurrence of certain events of default, payment of all amounts payable under the Term Loan,

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including the principal amount of, and accrued interest on, the Term Loan may be accelerated. There are also cross default provisions between the Term Loan and the Loan. As a result of our non-compliance with covenants, Bridge Healthcare could declare us in default and accelerate the Term Loan at any time.

As partial consideration for the acquisition of TravMed USA, Inc. (TravMed) on March 29, 2005, we issued unsecured subordinated notes to the former TravMed stockholders in the total amount of $3,215,490. The notes were three-year convertible notes bearing interest at 7.75%. Monthly interest payments were required for the first six months followed by principal and interest payments the next thirty months to fully repay the debt. We did not make debt service payments required by terms of these notes payable to sellers since claims were asserted in State District Court in Dallas, Texas against the sellers of TravMed for breach of non-competition/solicitation agreements, breach of fiduciary duty, tortious interference with existing and prospective contracts and business relations, and declaratory relief. We received a notice of default in early November 2005 and the due date of the notes was accelerated such that the entire balance of the notes payable to sellers was due. The default under the notes payable to sellers triggered defaults under the Loan and Term Loan discussed above, as well as the Debentures discussed below. Also, as a result of this default, Bridge Healthcare has discontinued making revolving credit loans to us on receivables of TravMed.

On May 9, 2006, under terms of agreements to acquire TravMed, we returned to the sellers the shares in TravMed that it had acquired on March 29, 2005. Upon return of the shares to the sellers, we were permitted to retain TravMed receivables existing on May 9, 2006, and the $3,215,490 of seller notes payable were extinguished. Following the return of the shares, the sellers are released from covenants not to compete, and we and the sellers are free to compete for the customer contracts existing on May 9, 2006. Management believes that substantially all customers will elect to contract directly with us. Based on management s estimated loss of customers we have recorded a write-down of $123,000 of intangibles assigned to customer relationships at the time of the acquisition of TravMed. In addition, we have reported a gain on extinguishment of seller debt of $3,215,490 and have reversed $132,000 of interest expense accrued on the $3,215,490 note.

In January 2006, we completed a private placement totaling $4 million. The first phase was completed on December 30, 2005 and consisted of $2 million, or 333,333 shares of common stock and the second phase consisted of $2 million of 8% convertible debentures. The convertible debentures have a term of three years and bear interest at a rate of 8% per year, payable semi-annually in cash or registered stock at our option. The debentures are convertible into common stock at a price of $6.00 per share. The sale of convertible debentures included common stock warrant coverage allowing debenture holders to exercise warrants to purchase 500,000 common shares. Warrants to purchase 166,667 common shares have a five year term and an exercise price of $7.50 per share. Warrants to purchase 333,333 common shares at an exercise price of $6.00 per share expired on June 14, 2006 with none being exercised. We computed the relative fair value of the warrants at $1,443,265 and the beneficial conversion feature related to the debentures at $556,735, and recorded these amounts as a discount to the debentures which will be amortized over the term of the debentures.

Terms of an agreement with the placement agent representing us required placement fees upon a private placement of at least $5 million. Although the minimum was not achieved, fees have been accrued and warrants recorded based on the lower amount of funding. Per the terms of the agreement, $589,722 was recorded as deferred financing costs associated with the debentures and $294,867 was recorded as an offset to proceeds from the equity portion of the funding. The $589,722 will be amortized over the three year term of the debentures. A portion of the placement fees were warrants to purchase 50,000 shares of common stock at $6.00 per share. The warrants have a five year life and were valued at $629,589 ($419,722 recorded as deferred financing costs and $209,867 recorded as an offset to proceeds from the equity offering). The remaining portion of the fee totaling $255,000 is to be paid in cash.

On February 16, 2006, a holder of the debentures converted $260,000 of the debentures into 43,333 shares of our common stock. We recognized expense in the amount of $72,117 relating to the deferred financing fees associated with the converted debentures and expense in the amount of $238,333 related to the proportionate share of the unamortized discount on the converted debentures.

The debentures have cross-default provisions with our revolving line of credit and notes payable to lender. Since we are in default on our revolving line of credit and notes payable to lender, we are also in default on the debentures. Accordingly, the amount of the debentures ($1,740,000 face value outstanding and $434,996 after a discount of

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$1,305,004) has been classified as a current obligation on the accompanying balance sheet as of September 30, 2006. The holders of the debentures could declare us in default and accelerate the debentures at any time.

We were obligated to register the shares (including the shares issuable upon conversion of the debentures and exercise of the warrants) for resale on a registration statement. We have used the proceeds from the private placement for working capital and the retirement of 50% of our outstanding $2.7 million Term Loan discussed above as well as retirement of the $600,000 over-advance facility discussed above.

On October 6, 2006, one of the debenture holders converted $76,000 of debentures at $6.00 per share. In connection with the conversion, we issued 14,270 shares of Crdentia common stock which included shares for interest accrued to date on the converted debentures.

We used cash in operations of $3,220,001 during the first nine months of operations in 2006. Although we ended the third quarter of 2006 with a significant working capital deficit of $4,463,673, we were able to secure additional funding during this period to finance our operations as we continued to execute our business plan to acquire and grow companies involved in healthcare staffing. We will need to raise additional funds during the next twelve months for working capital needs and for debt refinancing. There is no assurance that we will be able to raise the amount of debt or equity capital required to meet our objectives. Our challenging financial circumstances may make the terms, conditions and cost of any available capital relatively unfavorable. If additional debt or equity capital is not readily available, we will be forced to scale back our acquisition activities and our operations. This would result in an overall slowdown of our development. Our short-term need for capital may force us to consider and potentially pursue other strategic options sooner than we might otherwise have desired. These conditions raise substantial doubt about our ability to continue as a going concern. The accompanying financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets, or the amounts and classification of liabilities that may result from the outcome of this uncertainty.

Management has taken a number of steps to address our financial performance and to improve cash flow during 2006. We have replaced a portion of our debt with new debt that has a lower interest rate, restructured the operating management team, implemented programs to obtain expense savings and entered into agreements with iVOW, Inc. that has provided us with access to iVOW cash. Management is devoting constant attention toward achieving growth both organically and through acquisitions so that we can spread our corporate overhead over a larger base of business and achieve economies of scale. However, there can be no assurances that these programs will be successful.

We have entered into an agreement with our current lender to refinance its existing revolving credit facility, including over-advances on its revolving credit facility, and outstanding term debt by November 30, 2006. We also need additional funds for working capital purposes. We are currently in discussions with another lender to refinance our revolving credit facility and are actively trying to raise additional equity through a private placement. There can be no assurances that we will be successful in these efforts. If unsuccessful, we could be unable to fund payroll costs and could ultimately fail.

As described above, on September 20, 2006, we entered an Agreement and Plan of Merger with iVOW. In connection with the merger, we and iVOW entered into an Interim Management Agreement pursuant to which we have sole and exclusive responsibility, authority and discretion to (a) conduct, manage, direct and control all aspects of the business and operations of iVOW and (b) utilize iVOW s cash and working capital to defray any and all expenses of both companies. iVOW has available cash and certain other assets that can be converted into cash in the near term. Our access to this cash and other assets of iVOW will provide us with needed working capital which may be sufficient until the debt and equity funds referred to above can be made available to us.

In early November we engaged an investment banker to raise up to $10 million in equity through a private placement. We are also negotiating with a lender to refinance our revolving credit facility. If these fund raising activities are successful, proceeds would be used to refinance substantially all existing debt, to fund working capital needs and to make additional acquisitions.

Our capital commitments for the next twelve months are minimal as our business does not require the purchase of plants, factories, extensive capital equipment or inventory.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

CRITICAL ACCOUNTING POLICIES AND MANAGEMENT JUDGEMENT

The preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America requires us to make judgments, estimates, and assumptions regarding uncertainties that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. Areas that require significant judgments, estimates, and assumptions include the assignment of fair values upon acquisition of goodwill and other intangible assets, testing for impairment of long-lived assets and valuation of the stock used to consummate our acquisitions. We use historical experience, qualified independent consultants and all available information to make these judgments and estimates, and actual results will inevitably differ from those estimates and assumptions that are used to prepare the Company s financial statements at any given time.

Accounts Receivable

Accounts receivable are reduced by an allowance for doubtful accounts that provides a reserve with respect to those accounts for which revenue was recognized but with respect to which management subsequently determines that payment is not expected to be received. We analyze the balances of accounts receivable to ensure that the recorded amounts properly reflect the amounts expected to be collected. This analysis involves the application of varying percentages to each accounts receivable category based on the age of the uncollectible accounts receivable. The amount ultimately recorded as the reserve is determined after management also analyzes the collectibility of specific large or problematic accounts on an individual basis, as well as the overall business climate and other factors. Our estimate of the percentage of uncollectible accounts may change from time to time and any such change could have a material impact on our financial condition and results of operations.

Purchase Accounting, Goodwill and Intangible Assets

All business acquisitions have been accounted for using the purchase method of accounting and, accordingly, the statements of operations include the results of each acquired business since the date of acquisition. The assets acquired and liabilities assumed are recorded at their estimated fair value as determined by management and supported in some cases by an independent third-party valuation. We finalize the allocation of the purchase price to the fair value of the assets acquired and liabilities assumed when we obtain information sufficient to complete the allocation, but in any case, within one year after acquisition.

Goodwill arising from the acquisitions of businesses is recorded as the excess of the purchase price over the estimated fair value of the net assets of the businesses acquired. Statement of Financial Accounting Standards No. 142 (Goodwill and Other Intangible Assets) provides that goodwill is to be tested for impairment annually or more frequently if circumstances indicate potential impairment. Consistent with this standard, we will review goodwill, as well as other intangible assets and long-term assets, for impairment annually or more frequently as warranted, and if circumstances indicate that the recorded value of any such other asset is impaired, such asset is written down to its new, lower fair value. If any item of goodwill or such other asset is determined to be impaired, an impairment loss would be recognized equal to the amount by which the recorded value exceeds the estimated fair market value.

Stock-Based Compensation

On January 1, 2006, we adopted the modified prospective method of SFAS No. 123 (Revised 2004), *Share-Based Payment* (SFAS No. 123R), which is a revision of SFAS No. 123, *Accounting for Stock-Based Compensation* (SFAS No. 123). SFAS No. 123R supersedes APB Opinion No. 25, and amends SFAS No. 95, *Statement of Cash Flows*. SFAS No. 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the income statement based on their fair values. Pro forma disclosure is no longer an alternative. Under the modified prospective application, SFAS No. 123R is applied to new awards and to awards modified, repurchased or cancelled after the effective date. Compensation cost for the portion of awards for which requisite service has not been rendered that are outstanding as of the effective date is recognized as the service is rendered on or after the effective date. The compensation cost for that portion of awards is based on the grant date fair value of those awards as calculated for pro forma disclosures under SFAS No. 123. In accordance with the modified prospective method, the consolidated

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

financial statements for the prior periods have not been restated to reflect, and do not include, the impact of SFAS No. 123R.

The adoption of SFAS No. 123R will require us to record substantial non-cash compensation expenses. While the adoption of SFAS No. 123R is not expected to have a significant effect on our financial condition or cash flows, it is expected to have a significant effect on our results of operations. The future impact of the adoption of SFAS No. 123R cannot be predicted at this time because it will depend on the levels of share-based payments granted by us in the future. However, had we adopted SFAS No. 123R in prior periods, the impact of the standard would have approximated the impact of SFAS No. 123 as described in the pro forma net loss attributable to common shareholders.

Prior to January 1, 2006, we accounted for stock-based employee compensation arrangements in accordance with provisions of Accounting Principles Board (APB) Opinion No. 25, *Accounting for Stock Issued to Employees,* and complied with the disclosure provisions of SFAS No. 123 as amended by SFAS No. 148. Under APB Opinion No. 25, compensation expense for employees is based on the excess, if any, on the date of grant, of the fair value of our stock over the exercise price and is recognized on a straight-line basis over the vesting term of the option.

We account for equity instruments issued to non-employees in accordance with the provisions of SFAS No. 123 and SFAS No. 148 and Emerging Issues Task Force Issue No. 96-18, *Accounting for Equity Instruments That Are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services*. All transactions in which goods or services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable. The measurement date of the fair value of the equity instrument issued is the earlier of the date on which the counterparty s performance is complete or the date on which it is probable that performance will occur.

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RESULTS OF OPERATIONS

The following condensed financial information includes Crdentia Corp. plus the results of operations of all companies acquired from their respective dates of acquisition (in thousands).

	For the three months ended September 30,		For the nine months ended September 30,	
	2006	2005	2006	2005
Revenue from services	$ 10,299	$ 9,553	$ 30,596	$ 23,883
Direct operating expenses	8,204	7,584	24,403	18,743
Gross profit	2,095	1,969	6,193	5,140
Operating expenses:				
Selling, general and administrative expenses	3,246	2,471	8,939	6,362
Loss on impairment of intangibles			123	
Gain from settlement of acquisition claim			(1,065)	
Gain from extinguishment of debt			(3,216)	
Non-cash stock based compensation	505	401	1,335	672
Total operating expenses	3,751	2,872	6,116	7,034
Income (loss) from operations	(1,656)	(903)	77	(1,894)
Interest expense, net	(866)	(486)	(2,510)	(1,484)
Loss before income taxes	(2,522)	(1,389)	(2,433)	(3,378)
Income tax expense				
Net loss	(2,522)	(1,389)	(2,433)	(3,378)
Deemed dividends on preferred stock			(45,555)	
Non-cash preferred stock dividends				(2,363)
Net loss attributable to common stockholders	$ (2,522)	$ (1,389)	$ (47,988)	$ (5,741)

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Three months ended September 30, 2006 compared to the three months ended September 30, 2005

Revenues in the third quarter of 2006 were $10,299,000 compared to revenues of $9,553,000 in the third quarter of 2005. Revenues have increased in the third quarter of 2006 compared to the third quarter of 2005 due principally to our acquisition of Staff Search Ltd. in April 2006. However, the increase in revenue due to our acquisition was offset in part by decreases in revenue related to closing portions of our operations in California and to the loss of customers related to litigation surrounding the TravMed acquisition. In the third quarter of 2006 approximately 21% (39% in the third quarter of 2005) of our revenue was derived from the placement of travel nurses on assignment, typically 13 weeks in length. Such assignments generally involve temporary relocation to the geographic area of the assignment. In the third quarter of 2006, we also provided per diem nurses to satisfy the very short-term needs of healthcare facilities. Per diem services provided 63% of our revenue in the third quarter of 2006 (53% in the third quarter of 2005). The remaining amount of our revenue in the third quarter of 2006 came from providing clinical management and staffing to healthcare facilities, private duty homecare, locum tenens revenue and allied services. In 2005 the remaining revenue came from providing clinical management and staffing to healthcare facilities and private duty homecare. During the third quarter of 2006 and 2005, most of our customers were acute care hospitals located throughout the continental United States.

Our overall gross profit in the third quarter of 2006 was $2,095,000 or 20.3% of revenues compared to $1,969,000 or 20.6% of revenues in the third quarter of 2005. Our gross profit is the difference between the revenue we realize when we bill our customers for the services of our healthcare professionals and our direct operating costs, which include the cost of the healthcare professionals and the related housing and travel costs, certain employment related taxes, professional liability insurance, health insurance for professionals and workers compensation insurance coverage.

Our selling, general and administrative costs were $3,246,000 or 31.5% of revenues in the third quarter of 2006 compared to $2,471,000 or 25.9% of revenues in the third quarter of 2005. Selling, general and administrative expenses are comprised primarily of personnel costs, legal and accounting fees related to being a public company and various other office and administrative expenses. Selling, general and administrative costs as a percentage of revenue have increased in the third quarter of 2006, partly due to legal fees incurred in connection with several lawsuits initiated by us against sellers of some of our acquired businesses. Management is currently endeavoring to reduce selling, general and administrative costs at certain locations where cost percentages are higher compared to some of our other benchmark locations where costs are lower and better controlled. In addition, price increases and organic growth should bring selling, general and administrative costs as a percentage of revenue more in line with previous periods.

Non-cash stock based compensation expense increased from $401,000 in 2005 to $505,000 in 2006. This increase resulted from the Company s adoption of SFAS 123R requiring expensing of the fair value of options granted and from additional restricted stock being granted in 2006. A majority of the expense in 2006 and all of the expense in 2005 relates to amortization of restricted stock granted to officers of the Company.

Interest costs increased from $486,000 in the third quarter of 2005 to $866,000 in the third quarter of 2006. This increase in interest cost is due to higher rates on our revolving credit facility and to greater non-cash interest expense arising from discounts on our debentures and amortization of additional deferred financing costs.

Nine months ended September 30, 2006 compared to the nine months ended September 30, 2005

Revenues in the first nine months of 2006 were $30,596,000 compared to revenues of $23,883,000 in the first nine months of 2005. Revenues have increased in the first nine months of 2006 compared to the first nine months of 2005 due principally to acquisitions in March and May of 2005 and our acquisition of Staff Search Ltd. in April 2006. However, the increase in revenue due to our acquisitions was offset in part by decreases in revenue related to closing portions of our operations in California and to the loss of customers related to litigation surrounding the TravMed acquisition. In the first nine months of 2006 approximately 27% (38% in the first nine months of 2005) of our revenue was derived from the placement of travel nurses on assignment, typically 13 weeks in length. Such assignments generally involve temporary relocation to the geographic area of the assignment. In the first nine months of 2006, we also provided per diem nurses to satisfy the very short-term needs of healthcare facilities. Per diem services provided 60% of our revenue in the first nine months of 2006 (51% in the first nine months of 2005). The remaining amount of our revenue in the first nine months of 2006 came from providing clinical management and staffing to healthcare

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facilities, private duty homecare, locum tenens revenue and allied services. In 2005 the remaining revenue came from providing clinical management and staffing to healthcare facilities and private duty homecare. During the first nine months of 2006 and 2005, most of our customers were acute care hospitals located throughout the continental United States.

Our overall gross profit in the first nine months of 2006 was $6,193,000 or 20.2% of revenues compared to $5,140,000 or 21.5% of revenues in the first nine months of 2005. Our gross profit is the difference between the revenue we realize when we bill our customers for the services of our healthcare professionals and our direct operating costs, which include the cost of the healthcare professionals and the related housing and travel costs, certain employment related taxes, professional liability insurance, health insurance for professionals and workers compensation insurance coverage. Price increases have not kept pace with increases in labor, housing and travel costs. The gross profit percentage in the first nine months of 2006 is less than the percentage in the first nine months of 2005 reflecting a need for price increases in 2006. As new contracts are negotiated with healthcare facilities in 2006, we are implementing price increases which we believe is consistent with a trend in the temporary staffing industry in 2006. Since price increases are being implemented during 2006, the majority of the benefit of these increases will not be reflected in higher margin percentages until later in 2006 and on into 2007.

Our selling, general and administrative costs were $8,939,000 or 29.2% of revenues in the first nine months of 2006 compared to $6,362,000 or 26.6% of revenues in the first nine months of 2005. Selling, general and administrative expenses are comprised primarily of personnel costs, legal and audit fees related to being a public company and various other office and administrative expenses. Selling, general and administrative costs as a percentage of revenue have increased in the first nine months of 2006, partly due to legal fees incurred in connection with several lawsuits initiated by us against sellers of some of our acquired businesses. Management is currently endeavoring to reduce selling, general and administrative costs at certain locations where cost percentages are higher compared to some of our other benchmark locations where costs are lower and better controlled. In addition, price increases and organic growth should bring selling, general and administrative costs as a percentage of revenue more in line with previous periods.

We lost certain customer relationships that were obtained with the TravMed acquisition. We have recorded a write-down of $123,000 in 2006 related to intangibles assigned to these customer relationships. We do not anticipate any future write-downs related to these intangibles.

In 2005, we asserted a claim against a seller of one of our 2003 acquisitions. In January 2006, we and the seller settled with the seller returning 59,150 shares of our stock that had been issued in connection with the acquisition. We reported a gain on this settlement of $1,064,693 representing the fair value of the stock returned on the date of the settlement.

In the first nine months of 2006, in connection with claims asserted against the sellers of TravMed, we returned to the sellers shares in TravMed that we had acquired on March 29, 2005. Upon return of the shares to the sellers, $3,215,490 of seller notes payable were extinguished in accordance with terms of the acquisition agreements. This resulted in a gain from extinguishment of debt of $3,215,490 in the first nine months of 2006.

Non-cash stock based compensation expense increased from $672,000 in the first nine months of 2005 to $1,335,000 in the first nine months of 2006. This increase resulted from the Company s adoption of SFAS 123R requiring expensing of the fair value of options granted and from additional restricted stock being granted in 2006. A majority of the expense in 2006 and all of the expense in 2005 relates to amortization of restricted stock granted to officers of the Company.

Interest costs increased from $1,484,000 in the first nine months of 2005 to $2,510,000 in the first nine months of 2006. This increase in interest cost is due to higher rates on our revolving credit line, greater non-cash interest expense relating to discounts on our debentures, accelerated write-off of discounts on retired term debt and amortization of additional deferred financing costs.

During the first nine months of 2006 a special committee of the Board of Directors recommended, the Board of Directors approved and holders of the Preferred Stock and Warrants agreed to the exchange of all outstanding Series C Convertible Preferred Stock, Series C warrants and Series B-1 warrants into common stock. The exchange as approved by the Board of Directors varied from existing Preferred Stock conversion ratios and was based on recommendations

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from the special committee of the Board of Directors after they sought guidance from an outside firm. The effect of this exchange transferred the carrying value of the Convertible Preferred Stock and the Series C preferred stock warrants on our balance sheet to stockholders equity resulting in an increase in stockholders equity of $10,859,603. This exchange also resulted in the recognition of a deemed dividend of $45,554,618. This deemed dividend was calculated by valuing the 10,257,131 shares of common stock issued in the exchange at the closing price of the stock on the date of the exchange ($5.50) less the recorded value of the Convertible Preferred Stock and Warrants of $10,859,603.

The non-cash preferred stock dividends in the first nine months of 2005 relate to common stock dividends declared by the Board of Directors on our Series B, Series B-1 and Series C convertible preferred stock as well as cumulative common stock dividends declared for September 30, 2004, December 31, 2004 and March 31, 2005 related to the warrants exercised on March 29, 2005 for 108,333 shares of Series C convertible preferred stock and cumulative common stock dividends declared for December 31, 2004 and March 31, 2005 related to the warrants exercised on May 2, 2005 for 22,187 shares of Series C convertible preferred stock. The common stock dividends on the warrants were payable once the warrants were exercised.

RISK FACTORS

We were formed in November 1997, and commenced operations on August 7, 2003 following our acquisition of Baker Anderson Christie, Inc. Any investment in our common stock involves a high degree of risk. You should consider carefully the following information about these risks, together with the other information contained in this report and our other SEC filings, before you decide to buy our common stock. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our operations. If any of the following risks actually occur, our business would likely suffer and our results could differ materially from those expressed in any forward-looking statements contained in this report. In such case, the trading price of our common stock could decline, and you may lose all or part of the money you paid to buy our common stock.

Our independent registered public accounting firm issued a going concern opinion on our financial statements, questioning our ability to continue as a going concern.

Our independent registered public accounting firm s opinion on our 2005 financial statements included an explanatory paragraph indicating substantial doubt about our ability to continue as a going concern. Since our inception, we have operated with limited operating capital, and we continue to face immediate and substantial cash needs.

We have limited cash resources and will need to raise additional capital through public or private financings or other arrangements in order to meet current commitments and continue development of our business. We cannot assure you that additional capital will be available to it when needed, if at all, or, if available, will be obtained on terms attractive to is. Our failure to raise additional capital when needed could cause it to cease our operations.

We have financed our operations since inception primarily through the private placement of equity and debt securities and loan facilities. Although our management recognizes the need to raise funds in the near future, there can be no assurance that we will be successful in consummating any fundraising transaction, or if we do consummate such a transaction, that its terms and conditions will not require us to give investors warrants or other valuable rights to purchase additional interest in our company, or be otherwise unfavorable to us. Among other things, the agreements under which we issued some of our existing securities include, and any securities that we may issue in the future may also include, terms that could impede our ability to raise additional funding. The issuance of additional securities could impose additional restrictions on how we operate and finance our business. In addition, our current debt financing arrangements involve significant interest expense and restrictive covenants that limit our operations.

There is no assurance that we will be successful in raising the additional capital that we need to operate our business, and if we are not successful in raising capital in the short-term we could be harmed and could be unable to meet payroll costs.

We may face difficulties identifying acquisitions and integrating these acquisitions into our operations. These acquisitions may be unsuccessful, involve significant cash expenditures or expose us to unforeseen liabilities.

We continually evaluate opportunities to acquire healthcare staffing companies that complement or enhance our business and frequently have preliminary acquisition discussions with such companies. Since 2003, we have acquired nine businesses. These acquisitions involve numerous risks, including:

- potential loss of revenues following the acquisition;

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- difficulties integrating acquired personnel and distinct cultures into our business;

- difficulties integrating acquired companies into our operating, financial planning and financial reporting systems;

- diversion of management attention from existing operations; and

- assumption of liabilities and exposure to unforeseen liabilities of acquired companies, including liabilities for their failure to comply with healthcare regulations.

These acquisitions may also involve significant cash expenditures, debt incurrence and integration expenses that could seriously harm our financial condition and results of operations. We may fail to achieve expected efficiencies and synergies. Any acquisition may ultimately have a negative impact on our business and financial condition.

There is no active public market for our common stock, and the trading price of our common stock is subject to volatility.

The quotation of shares of our common stock on the OTC Bulletin Board began on February 24, 2003. There can be no assurances that an active public market will develop or continue for our common stock. Our common stock is thinly traded and experiences significant price fluctuations. In addition, our stock is considered a penny stock under Rule 3a51-1 under the Exchange Act. In general, a penny stock includes securities of companies which are not listed on the principal stock exchanges or the Nasdaq Global Market and have a bid price in the market of less than $5.00; and companies with net tangible assets of less than $2,000,000 ($5,000,000 if the issuer has been in continuous operation for less than three years), or which have recorded revenues of less than $6,000,000 in the last three years. Penny stocks are subject to Rule 15g-9, which imposes additional sales practice requirements on broker-dealers that sell such securities to persons other than established customers and accredited investors (generally, individuals with net worth in excess of $1,000,000 or annual incomes exceeding $200,000, or $300,000 together with their spouses, or individuals who are officers or directors of the issuer of the securities). For transactions covered by Rule 15g-9, a broker-dealer must make a special suitability determination for the purchaser and have received the purchaser s written consent to the transaction prior to sale. Consequently, this rule may adversely affect the ability of broker-dealers to sell our common stock, and therefore, may adversely affect the ability of our stockholders to sell common stock in the public market.

The trading price of our common stock is likely to be subject to wide fluctuations. Factors affecting the trading price of our common stock may include:

- variations in our financial results;

- announcements of innovations, new solutions, strategic alliances or significant agreements by Us or by our competitors;

- recruitment or departure of key personnel;

- changes in estimates of our financial results or changes in the recommendations of any securities analysts that elect to follow our common stock;

- market conditions in our industry, the industries of our customers and the economy as a whole; and

- sales of substantial amounts of our common stock, or the perception that substantial amounts of our common stock will be sold, by our existing stockholders in the public market.

Our need to raise additional capital in the future could have a dilutive effect on your investment.

We will need to raise additional capital. One possibility for raising additional capital is the public or private sale of common stock or securities convertible into or exercisable for our common stock. Such sales could be consummated at a significant discount to the trading price of our stock.

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If we sell additional shares of our common stock, such sales will further dilute the percentage of our equity that our existing stockholders own. In addition, our recent private placement financings have involved the issuance of securities at a price per share that represented a discount to the trading prices listed for our common stock on the OTC Bulletin Board and it is possible that we will close future private placements involving the issuance of securities at a discount to prevailing trading prices. Depending upon the price per share of securities that we sell in the future, a stockholder s interest in us will be further diluted by any adjustments to the number of shares and the applicable exercise price required pursuant to the terms of the agreements under which we previously issued securities. No assurance can be given that previous or future investors, finders or placement agents will not claim that they are entitled to additional anti-dilution

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adjustments or dispute the calculation of any such adjustments. Any such claim or dispute could require us to incur material costs and expenses regardless of the resolution and, if resolved unfavorably to us, to affect dilutive securities issuances or adjustments to previously issued securities. In addition, future financings may include provisions requiring us to make additional payments to the investors if we fail to obtain or maintain the effectiveness of SEC registration statements by specified dates or take other specified action. Our ability to meet these requirements may depend on actions by regulators and other third parties, over which we will have no control. These provisions may require us to make payments or issue additional dilutive securities, or could lead to costly and disruptive disputes. In addition, these provisions could require us to record additional non-cash expenses.

Our credit facility imposes significant expenses and restrictive covenants upon us.

In June 2004 we obtained a $15 million revolving credit facility, which was reduced in 2005 to $10 million, (the Revolving Facility) from Bridge Healthcare Finance, LLC. In August 2004 we obtained a $10 million term loan credit facility from Bridge Opportunity Finance, LLC (the Term Facility and together with the Revolving Facility, the Credit Facility). Bridge Opportunity Finance, LLC is an affiliate of Bridge Healthcare Finance, LLC.

The Credit Facility involves significant interest expenses and other fees. In addition, except in certain limited circumstances, the Revolving Facility cannot be pre-paid in full without incurring a significant pre-payment penalty.

The Credit Facility imposes various restrictions on our activities without the consent of the lenders, including a prohibition on fundamental changes to us or our direct or indirect subsidiaries (including certain consolidations, mergers and sales and transfer of assets, and limitations on our ability or any of our direct or indirect subsidiaries to grant liens upon our property or assets). In addition, under the Credit Facility we must meet certain net worth, earnings and debt service coverage requirements. The Credit Facility includes events of default (with grace periods, as applicable) and provides that, upon the occurrence of certain events of default, payment of all amounts payable under the Credit Facility, including the principal amount of, and accrued interest on, the Credit Facility may be accelerated. In addition, upon the occurrence of certain insolvency or bankruptcy related events of default, all amounts payable under the Credit Facility, including the principal amount of, and accrued interest on, the Credit Facility shall automatically become immediately due and payable. We are currently in default of certain covenants and requirements contained in the Credit Facility. As a result, the lender could declare us in default and accelerate all indebtedness under the Credit Facility at any time.

The expenses and restrictions associated with the Credit Facility have the effect of limiting our operations. In addition, our failure to pay required interest expenses and other fees or to meet restrictions under the Credit Facility would have a material adverse affect on us.

The agreements governing the convertible debentures contain covenants and restrictions that may limit our ability to operate our business.

The terms of our 2006 convertible debentures limit our ability to, among other things: declare or pay dividends or distributions on any equity securities, create or incur additional indebtedness, create additional liens on our assets and repurchase common stock. These restrictions could adversely affect our ability to borrow additional funds or raise additional equity to fund our future operations. In addition, if we fail to comply with any of the covenants contained in the agreements or otherwise default on the convertible debentures, the holders may accelerate the indebtedness, and we may not have sufficient funds available to make the required payments. We are currently in default of certain covenants contained in the convertible debentures. As a result, the holders of the debentures could declare us in default and accelerate all indebtedness at any time.

MedCap Partners L.P. controls a majority of our outstanding capital stock, and this may delay or prevent a change of control of the company or adversely affect our stock price.

MedCap Partners L.P. and MedCap Master Fund L.P. (the MedCap Funds) control approximately 77% of our outstanding capital stock. In addition, C. Fred Toney, a member of our board of directors, is the managing member of MedCap Management & Research LLC, the general partner of the MedCap Funds, MedCap is able to exercise control over matters requiring stockholder approval, such as the election of directors and the approval of significant corporate transactions. These types of transactions include transactions involving an actual or potential change of control of the company or other transactions that the non-controlling stockholders may deem to be in their best interests and in which such stockholders could receive a premium for their shares.

The successful implementation of our business strategy depends upon the ability of our management to monitor and control costs.

With respect to our planned operations, management cannot accurately project or give any assurance with respect to our ability to control development and operating costs and/or expenses in the future. Consequently, as we expand our

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commercial operations, management may not be able to control costs and expenses adequately, and such operations may generate losses.

The ability to attract and retain highly qualified personnel to operate and manage our operations is extremely important and our failure to do so could adversely affect us.

Presently, we are dependent upon the personal efforts of our management team. The loss of any of our officers or directors could have a material adverse effect upon our business and future prospects. We do not presently have key-person life insurance upon the life of any of our officers or directors. Additionally, as we continue our planned expansion of commercial operations, we will require the services of additional skilled personnel. There can be no assurance that we can attract persons with the requisite skills and training to meet our future needs or, even if such persons are available, that they can be hired on terms favorable to us.

Execution of our business strategy and growth of our business are substantially dependent upon our ability to attract, develop and retain qualified and skilled sales personnel.

Execution of our business strategy and continued growth of our business are substantially dependent upon our ability to attract, develop and retain qualified and skilled sales personnel who engage in selling and business development for our services. The available pool of qualified sales personnel candidates is limited. We commit substantial resources to the recruitment, training, development and operational support of our sales personnel. There can be no assurance that we will be able to recruit, develop and retain qualified sales personnel in sufficient numbers or that our sales personnel will achieve productivity levels sufficient to enable growth of our business. Failure to attract and retain productive sales personnel could adversely affect our business, financial condition and results of operations.

If we are unable to attract qualified nurses and healthcare professionals for our healthcare staffing business, our business could be negatively impacted.

We rely significantly on our ability to attract and retain nurses and healthcare professionals who possess the skills, experience and licenses necessary to meet the requirements of our hospital and healthcare facility clients. We compete for healthcare staffing personnel with other temporary healthcare staffing companies and with hospitals and healthcare facilities. We must continually evaluate and expand our temporary healthcare professional network to keep pace with our hospital and healthcare facility clients needs. Currently, there is a shortage of qualified nurses in most areas of the United States, competition for nursing personnel is increasing, and salaries and benefits have risen. We may be unable to continue to increase the number of temporary healthcare professionals that it recruits, decreasing the potential for growth of our business. Our ability to attract and retain temporary healthcare professionals depends on several factors, including our ability to provide temporary healthcare professionals with assignments that they view as attractive and to provide them with competitive benefits and wages. We cannot assure you that it will be successful in any of these areas. The cost of attracting temporary healthcare professionals and providing them with attractive benefit packages may be higher than we anticipate and, as a result, if we are unable to pass these costs on to our hospital and healthcare facility clients, our losses could increase. Moreover, if we are unable to attract and retain temporary healthcare professionals, the quality of our services to our hospital and healthcare facility clients may decline and, as a result, we could lose clients.

The temporary staffing industry is highly competitive and the success and future growth of our business depend upon our ability to remain competitive in obtaining and retaining temporary staffing clients.

The temporary staffing industry is highly competitive and fragmented, with limited barriers to entry. We compete in national, regional and local markets with full-service agencies and in regional and local markets with specialized temporary staffing agencies. Some of our competitors include AMN Healthcare Services, Inc., Cross Country, Inc., Medical Staffing Network Holdings, Inc. and On Assignment, Inc. All of these companies have significantly greater marketing and financial resources than we do. Our ability to attract and retain clients is based on the value of the service we deliver, which in turn depends principally on the speed with which we fill assignments and the appropriateness of the match based on clients requirements and the skills and experience of our temporary employees. Our ability to attract skilled, experienced temporary professionals is based on our ability to pay competitive wages, to provide competitive benefits, to provide multiple, continuous assignments and thereby increase the retention rate of these employees. To the extent that competitors seek to gain or retain market share by reducing prices or increasing marketing expenditures, we could lose revenues and our margins could decline, which could seriously harm our operating results and cause the trading price of our stock to decline. As we expand into new geographic markets, our success will depend in part on our ability to gain market share from competitors. We expect competition for clients to increase in the future, and the success and growth of our business depend on our ability to remain competitive.

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Our business depends upon our continued ability to secure and fill new orders from our hospital and healthcare facility clients, because we do not have long-term agreements or exclusive contracts with them.

We generally do not have long-term agreements or exclusive guaranteed order contracts with our hospital and healthcare facility clients. The success of our business depends upon our ability to continually secure new orders from hospitals and other healthcare facilities and to fill those orders with our temporary healthcare professionals. Our hospital and healthcare facility clients are free to place orders with our competitors and may choose to use temporary healthcare professionals that our competitors offer them. Therefore, we must maintain positive relationships with our hospital and healthcare facility clients. If we fail to maintain positive relationships with our hospital and healthcare facility clients, we may be unable to generate new temporary healthcare professional orders and our business may be adversely affected.

Fluctuations in patient occupancy at our clients hospitals and healthcare facilities may adversely affect the demand for our services and therefore the profitability of our business.

Demand for our temporary healthcare staffing services is significantly affected by the general level of patient occupancy at our hospital and healthcare clients facilities. When occupancy increases, hospitals and other healthcare facilities often add temporary employees before full-time employees are hired. As occupancy decreases, hospitals and other healthcare facilities typically reduce their use of temporary employees before undertaking layoffs of their regular employees. In addition, we may experience more competitive pricing pressure during periods of occupancy downturn. Occupancy at our clients hospitals and healthcare facilities also fluctuates due to the seasonality of some elective procedures. We are unable to predict the level of patient occupancy at any particular time and our effect on our revenues and earnings.

We could be difficult to acquire due to anti-takeover provisions in our charter documents and Delaware law.

Provisions of our certificate of incorporation and bylaws may have the effect of making it more difficult for a third party to acquire, or of discouraging a third party from attempting to acquire, control of us. These provisions may make it more difficult for stockholders to take corporate actions and may have the effect of delaying or preventing a change in control. We are subject to the anti-takeover provisions of Section 203 of the Delaware General Corporation Law. Subject to specified exceptions, including the approval of the transaction by the board of directors or the corporation s stockholders, this section provides that a corporation may not engage in any business combination with any interested stockholder during the three-year period following the time that such stockholder becomes an interested stockholder. This provision could have the effect of delaying or preventing a change of control of us. These factors could limit the price that investors or an acquirer may be willing to pay in the future for shares of our common stock.

We operate in a regulated industry and changes in regulations or violations of regulations may result in increased costs or sanctions that could reduce our revenues and profitability.

The healthcare industry is subject to extensive and complex federal and state laws and regulations related to professional licensure, conduct of operations, payment for services and payment for referrals. If we fail to comply with the laws and regulations that are directly applicable to our business, we could suffer civil and/or criminal penalties or be subject to injunctions or cease and desist orders.

Our business is generally not subject to the extensive and complex laws that apply to our hospital and healthcare facility clients, including laws related to Medicare, Medicaid and other federal and state healthcare programs. However, these laws and regulations could indirectly affect the demand or the prices paid for our services. For example, our hospital and healthcare facility clients could suffer civil or criminal penalties or be excluded from participating in Medicare, Medicaid and other healthcare programs if they fail to comply with the laws and regulations applicable to their businesses. In addition, our hospital and healthcare facility clients could receive reduced reimbursements, or be excluded from coverage, because of a change in the rates or conditions set by federal or state governments. In turn, violations of or changes to these laws and regulations that adversely affect our hospital and healthcare facility clients could also adversely affect the prices that these clients are willing or able to pay for our services.

In addition, improper actions by our employees and other service providers may subject it to regulatory and litigation risk.

Further government regulations or healthcare reform could negatively impact our business opportunities, revenues and margins.

Although our operations are not currently subject to any significant government regulations, it is possible that, in the future, such regulations may be created. Although we cannot predict the likelihood or extent of such future regulations, the possibility exists that future of unforeseen changes may have an adverse impact on the company s ability to continue or expand our operations as presently planned.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

The United States government has undertaken efforts to control increasing healthcare costs through legislation, regulation and voluntary agreements with medical care providers and drug companies. In the recent past, the United States Congress has considered several comprehensive healthcare reform proposals. The proposals were generally intended to expand healthcare coverage for the uninsured and reduce the growth of total healthcare expenditures. While Congress did not adopt any comprehensive reform proposals, members of Congress may raise similar proposals in the future. If any of these proposals are approved, hospitals and other healthcare facilities may react by spending less on healthcare staffing, including nurses. If this were to occur, we would have fewer business opportunities, which could seriously harm our business.

State governments have also attempted to control increasing healthcare costs. For example, the state of Massachusetts has recently implemented a regulation that limits the hourly rate payable to temporary nursing agencies for registered nurses, licensed practical nurses and certified nurses aides. The state of Minnesota has also implemented a statute that limits the amount that nursing agencies may charge nursing homes. Other states have also proposed legislation that would limit the amounts that temporary staffing companies may charge. Any such current or proposed laws could seriously harm our business, revenues and margins.

Furthermore, third party payers, such as health maintenance organizations, increasingly challenge the prices charged for medical care. Failure by hospitals and other healthcare facilities to obtain full reimbursement from those third party payers could reduce the demand or the price paid for our staffing services.

Significant legal actions could subject us to substantial uninsured liabilities.

In recent years, healthcare providers have become subject to an increasing number of legal actions alleging malpractice, product liability or related legal theories. Many of these actions involve large claims and significant defense costs. In addition, we may be subject to claims related to torts or crimes committed by our employees or temporary healthcare professionals. In some instances, we are required to indemnify our clients against some or all of these risks. A failure of any of our employees or healthcare professionals to observe our policies and guidelines intended to reduce these risks, relevant client policies and guidelines or applicable federal, state or local laws, rules and regulations could result in negative publicity, payment of fines or other damages. Our professional malpractice liability insurance and general liability insurance coverage may not cover all claims against it or continue to be available to us at a reasonable cost. If we are unable to maintain adequate insurance coverage or if our insurers deny coverage we may be exposed to substantial liabilities.

We may be legally liable for damages resulting from our hospital and healthcare facility clients mistreatment of our healthcare personnel.

Because we are in the business of placing our temporary healthcare professionals in the workplaces of other companies, we are subject to possible claims by our temporary healthcare professionals alleging discrimination, sexual harassment, negligence and other similar activities by our hospital and healthcare facility clients. The cost of defending such claims, even if groundless, could be substantial and the associated negative publicity could adversely affect our ability to attract and retain qualified healthcare professionals in the future.

We have a substantial amount of goodwill and other intangible assets on our balance sheet. Our level of goodwill and other intangible assets may have the effect of decreasing our earnings or increasing our losses.

As of September 30, 2006, we had $28.5 million of goodwill and other unamortized intangible assets on our balance sheet, which represents the excess of the total purchase price of our acquisitions over the fair value of the net assets acquired. At September 30, 2006, goodwill and other intangible assets represented 74% of our total assets. An impairment charge of goodwill to earnings would have the effect of decreasing our earnings or increasing our losses, as the case may be. If we are required to write down a substantial amount of goodwill, our stock price could be adversely affected.

Demand for medical staffing services is significantly affected by the general level of economic activity and unemployment in the United States.

When economic activity increases, temporary employees are often added before full-time employees are hired. However, as economic activity slows, many companies, including our hospital and healthcare facility clients, reduce their use of temporary employees before laying off full-time employees. In addition, we may experience more competitive pricing pressure during periods of economic downturn. Therefore, any significant economic downturn could have a material adverse impact on our financial position and results of operations.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Risks Relating to the Proposed Merger with iVOW

Crdentia and iVOW stockholders will not know how many shares of Crdentia common stock iVOW stockholders will receive in the merger until the closing of the merger.

In the merger, all shares of iVOW common stock issued and outstanding immediately prior to the effective time will be converted automatically into the right to receive, in the aggregate, approximately $3.5 million in shares of Crdentia common stock, subject to reduction based on the iVOW bank and financing debt assumed by Crdentia, the value of any uncollected accounts receivable at the effective time and the value of any iVOW warrants assumed by Crdentia. The exchange ratio will be based on the average closing price of Crdentia common stock for each of the 20 consecutive trading days ending the second day prior to the closing. There will be no adjustment to the exchange ratio based on the value of Crdentia or iVOW common stock. There are no rights to terminate the merger agreement or the merger based solely on fluctuations in the price of Crdentia or iVOW common stock.

The market price of Crdentia s common stock has been and will continue to be subject to significant fluctuation.

The market price of Crdentia common stock upon and after completion of the merger could be lower than its current market price or the market price used to calculate the exchange ratio. If the price of Crdentia common stock used to calculate the exchange ratio increases, iVOW stockholders would receive fewer shares in the merger than if the exchange ratio were to be calculated now; if such price decreases, iVOW stockholders would receive more shares of Crdentia common stock in the merger and Crdentia stockholders could experience significant dilution. You should obtain recent market quotations of Crdentia common stock before you return your proxy card or cast your vote on the issuance of Crdentia securities in the merger at the Crdentia stockholder meeting or your vote on the merger at the iVOW stockholder meeting.

Crdentia s relatively low trading volume may limit the ability of iVOW stockholders to sell their shares of Crdentia common stock received in the merger.

The average daily trading volume of Crdentia s common stock was less than 9,000 shares during the quarter ended September 30, 2006. As a result of this low trading volume, you may have difficulty selling Crdentia shares received in the merger in the manner or at the price that might be attainable if Crdentia s common stock were more actively traded.

Crdentia s and iVOW s directors and officers have interests that may influence them to support or approve the merger.

Crdentia director and former iVOW director C. Fred Toney is a Managing Member of MedCap Management & Research LLC, which is the general partner of MedCap Partners L.P. and MedCap Master Fund L.P. (the MedCap Funds). The MedCap Funds collectively own 77% of Crdentia and 23% of iVOW. James D. Durham, Chief Executive Officer and Chairman of Crdentia, and former director of iVOW, and William J. Nydam, a director of both Crdentia and iVOW, are both investors in the MedCap Funds and own options to purchase iVOW common stock. In addition, certain directors and officers of iVOW have employment agreements or other arrangements with iVOW as well as continuing indemnification against liabilities that provide them with interests in the merger that are different from, or in addition to, yours and may therefore be more likely to vote to approve the merger agreement and the merger than if they did not have these interests.

The combined company will require immediate additional capital to finance its operations.

Crdentia s independent registered public accounting firm has issued a going concern opinion on its financial statements, questioning its ability to continue as a going concern. Crdentia will require substantial further financing due to anticipated future operating losses and costs, and the combined company will face immediate and substantial cash needs. There can be no assurance that additional financing will be available or, if available, that the terms of such financing will not be unfavorable to the combined company and its stockholders.

If the merger is not completed, Crdentia s and iVOW s stock prices and future business and operations could be harmed.

If the merger is not completed, Crdentia and iVOW may be subject to the following material risks, among others:

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

- the prices of Crdentia and iVOW common stock may change to the extent that the current market prices of Crdentia and iVOW common stock reflect an assumption that the merger will be completed;

- Crdentia s and iVOW s costs related to the merger, such as legal, accounting and some of the fees of their financial advisors, must be paid even if the merger is not completed;

- under some circumstances iVOW may be required to pay Crdentia a termination fee of $175,000 if the merger agreement is terminated by iVOW; and

- pursuant to the Interim Management Agreement, the working capital of iVOW may have been used for the business needs of both companies, and either or both of Crdentia or iVOW may not be able to continue as a going concern.

With respect to iVOW, if the merger is terminated and iVOW s board of directors determines to seek another merger or business combination, it is not certain that iVOW will be able to find a merger partner or that the new merger partner would be willing to pay an equivalent, higher or more attractive price than that which would be paid by Crdentia in the merger. While the merger agreement is in effect, subject to specified exceptions, iVOW is prohibited from soliciting, initiating, encouraging or entering into certain transactions such as a merger, disposition, sale of assets or other business combination other than with Crdentia. In addition, certain major stockholders of iVOW have executed voting agreements requiring them to vote in favor of the transaction with Crdentia and prohibiting them from voting in favor of or soliciting another transaction, subject to certain exceptions. These restrictions could limit iVOW s ability to enter into an alternative transaction at a favorable price.

Further, the Interim Management Agreement entered into by Crdentia and iVOW gives Crdentia the right to manage iVOW s business and utilize iVOW s cash to fund the working capital needs of both iVOW and Crdentia until the merger is approved or the merger agreement terminated. Under the Interim Management Agreement, Crdentia has no obligation to return any funds used should the merger not occur. As a result, if the merger is not completed, iVOW may have significantly less cash available to it than it would have had the parties not entered into the merger agreement and Interim Management Agreement.

Failure to satisfy or waive certain conditions could prevent the merger from occurring.

The closing of the merger is contingent upon certain conditions being satisfied or waived. If all conditions are not satisfied or waived, the merger will not occur, and Crdentia and iVOW will lose the intended benefits of the merger. The following conditions, among others, must be satisfied or waived before Crdentia and/or iVOW are obligated to complete the merger:

- the issuance of Crdentia common stock shall have been authorized or approved in all states where such approval is required;

- the merger agreement must be adopted by the holders of a majority of the outstanding shares of iVOW common stock as of the record date;

- the absence of effective demands for approasial under the DGCL with respect to no more than four percent (4%) of iVOW common stock;

- this proxy statement/prospectus must be declared effective by the SEC and no stop order suspending such effectiveness shall be in effect; and

- the receipt of all required approvals and/or qualifications from state securities regulators for the issuance of Crdentia common stock in the merger.

Completion of the merger may result in dilution of future operating results for the stockholders of Crdentia.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

The completion of the merger may not result in improved operating results for Crdentia or a financial condition superior to that which would have been achieved by either Crdentia or iVOW on a stand-alone basis.

The merger could fail to produce the benefits that the companies anticipate, or could have other adverse effects that the companies currently do not foresee. In addition, some of the assumptions that the companies have made may not be realized. The merger could result in a reduction of operating results per share of Crdentia as compared to the operative results per share that would have been achieved by Crdentia or iVOW if the merger had not occurred.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Sales of substantial amounts of Crdentia common stock in the open market by iVOW stockholders could depress Crdentia s stock price.

Other than shares held by affiliates of iVOW or Crdentia, shares of Crdentia common stock that are issued to stockholders of iVOW will be freely tradable by the stockholders of iVOW without restrictions or further registration under the Securities Act. If the merger with iVOW closes and if iVOW s stockholders sell substantial amounts of Crdentia common stock in the public market following the transaction, the market price of Crdentia common stock may decrease substantially. These sales might also make it more difficult for Crdentia to sell equity or equity-related securities at a time and price that it otherwise would deem appropriate.

Crdentia and iVOW expect to incur significant costs associated with the merger.

Crdentia and iVOW estimate that they will incur, on a combined basis, direct transaction costs of approximately $200,000 associated with the merger. Crdentia and iVOW believe the combined entity may incur charges to operations, which are not reasonably capable of estimation at this time, in the quarter in which the merger is completed or the following quarters, to reflect costs associated with integrating the two companies. There is no assurance that the combined company will not incur additional material charges in subsequent quarters to reflect additional costs associated with the merger.

The merger may not result in the expected benefits to the combined company.

The success of the merger will depend in part on the success of management of the combined company in integrating the operations, technologies and personnel of the two companies following the effective time of the merger. The failure of the combined company to meet the challenges involved in successfully integrating the operations of the two companies or otherwise to realize any of the anticipated benefits of the merger could seriously harm the combined company s results of operations. Risks from unsuccessful integration of the two companies include the potential disruption of the combined company s ongoing business, the distraction of management and greater than anticipated costs and expenditures for retaining personnel, eliminating unnecessary resources and integrating the businesses.

Item 3. Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC s rules and forms and that such information is accumulated and communicated to our management including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated can provide only reasonable assurance of achieving the desired control objectives and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As required by Rule 13a-15(b) under the Exchange Act, we conducted an evaluation under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this report. Based upon the foregoing evaluation, our principal executive officer and our principal financial officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of the end of the fiscal period covered by this report.

There was no change in our internal control over financial reporting during the quarter ended September 30, 2006 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

PART II OTHER INFORMATION

Item 1. Legal Proceedings

On January 27, 2006, we filed suit against the sellers of TravMed USA, Inc. asserting claims for breach of non-competition/solicitation agreements, breach of fiduciary duty, tortious interference with existing and prospective contracts and business relations, and declaratory relief arising out of the acquisition agreement. We are seeking damages related to the above claims. On May 5, 2006, the sellers of TravMed USA, Inc. filed a counterclaim and application for temporary restraining order and injunctive relief claiming breach of contract. We believe this counterclaim is without merit and we intend to vigorously defend the counterclaim.

On January 31, 2006, we filed suit against the sellers of Arizona Home Health/Private Duty, Inc. asserting claims for fraud, indemnity, and declaratory relief arising out of the acquisition agreement. On February 23, 2006, the sellers filed a counterclaim. We believe this counterclaim is without merit and we intend to vigorously defend the counterclaim.

From time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business. Other than as described above, we are not currently aware of any such legal proceedings or claims that we believe will have, individually or in the aggregate, a material adverse affect on our business, financial condition or operating results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None

Item 3. Defaults Upon Senior Securities

The disclosure set forth in Notes 5, 6, 7 and 8 to our Unaudited Condensed Consolidated Financial Statements dated September 30, 2006 included in Item 1 of Part I of this Quarterly Report, to the extent applicable, is incorporated herein by reference.

Item 4. Submission of Matters to a Vote of Security Holders

None

Item 5. Other Information

None

Item 6. Exhibits

(a) Exhibits

Exhibit No.	Description
2.9(6)	Agreement and Plan of Merger and Reorganization, dated September 20, 2006, by and among Crdentia Corp., iVOW Acquisition Corp. and iVOW, Inc. Certain schedules and exhibits referenced in the Agreement and Plan of Merger and Reorganization have been omitted in accordance with Item 601(b)(2) of Regulation S-B. A copy of the omitted schedule and/or exhibit will be furnished supplementally to the Securities and Exchange Commission upon request.
3.1(2)	Restated Certificate of Incorporation.
3.2(2)	Restated Bylaws.
3.3(1)	Certificate of Amendment to Restated Certificate of Incorporation.
3.4(3)	Certificate of Amendment to Restated Certificate of Incorporation.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

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3.5(3)	Certificate of Correction of Certificate of Amendment to Restated Certificate of Incorporation.
3.6(3)	Certificate of Correction of Certificate of Amendment to Restated Certificate of Incorporation.
3.7(4)	Certificate of Amendment to Restated Certificate of Incorporation.
10.64(5)#	Amendment to Executive Employment Agreement dated July 18, 2006 among Crdentia Corp. and James J. TerBeest.
10.65(6)	Interim Management Agreement, dated September 20, 2006, by and among Crdentia Corp., iVOW Acquisition Corp. and iVOW, Inc.
10.66(6)	Crdentia Merger Voting Agreement, dated September 20, 2006, by and among Crdentia Corp., MedCap Partners L.P. and MedCap Master Fund L.P.
10.67(6)	iVOW Merger Voting Agreement, dated September 20, 2006, by and among iVOW, Inc., MedCap Partners L.P. and MedCap Master Fund L.P.
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley act of 2002.
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley act of 2002.

# Indicates management contract or compensatory plan.

(1) Previously filed on Form 10-QSB with the Securities and Exchange Commission on August 12, 2003 and incorporated herein by reference.

(2) Previously filed on Form 8-K with the Securities and Exchange Commission on August 22, 2002 and incorporated herein by reference.

(3) Previously filed on Form 8-K/A with the Securities and Exchange Commission on June 28, 2004 and incorporated herein by reference.

(4) Previously filed on Form 8-K with the Securities and Exchange Commission on January 7, 2005 and incorporated herein by reference.

(5) Previously filed with a Current Report on Form 8-K dated July 18, 2006 and incorporated herein by reference.

(6) Previously filed with a Current Report on Form 8-K dated September 20, 2006 and incorporated herein by reference.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

CRDENTIA CORP.

Dated: November 14, 2006 By: /s/ James D. Durham
James D. Durham
Chief Executive Officer and
Chairman of the Board
(Principal Executive Officer)

Dated: November 14, 2006 By: /s/ James J. TerBeest
James J. TerBeest
Chief Financial Officer
(Principal Financial Officer)

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Exhibit 31.1

CERTIFICATION PURSUANT TO RULES 13a-14 AND 15d-14
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, James D. Durham, Chief Executive Officer and Chairman of the Board of the Registrant, Crdentia Corp., certify that:

1. I have reviewed this quarterly report on Form 10-QSB of Crdentia Corp.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this quarterly report;

4. The small business issuer s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and we have:

(a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

(b) evaluated the effectiveness of the small business issuer s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this quarterly report based on such evaluation; and

(c) disclosed in this report any change in the small business issuer s internal controls over financial reporting that occurred during the small business issuer s most recent fiscal quarter (the small business issuer s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer s internal control over financial reporting; and

5. The small business issuer s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer s auditors and the audit committee of the small business issuer s board of directors (or persons performing the equivalent functions):

(a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer s ability to record, process, summarize and report financial information; and

(b) any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer s internal control over financial reporting.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Dated: November 14, 2006

By: /s/ James D. Durham
James D. Durham
Chief Executive Officer and Chairman of the Board

1

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Exhibit 31.2

CERTIFICATION PURSUANT TO RULE 13a-14 AND 15d-14
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, James J. TerBeest, Chief Financial Officer of the Registrant, Crdentia Corp., certify that:

1. I have reviewed this quarterly report on Form 10-QSB of Crdentia Corp.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this quarterly report;

4. The small business issuer s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and we have:

(a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

(b) evaluated the effectiveness of the small business issuer s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this quarterly report based on such evaluation; and

(c) disclosed in this report any change in the small business issuer s internal controls over financial reporting that occurred during the small business issuer s most recent fiscal quarter (the small business issuer s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer s internal control over financial reporting; and

5. The small business issuer s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer s auditors and the audit committee of the small business issuer s board of directors (or persons performing the equivalent functions):

(a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer s ability to record, process, summarize and report financial information; and

(b) any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer s internal control over financial reporting.

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Date: November 14, 2006

By: /s/ James J. TerBeest
James J. TerBeest
Chief Financial Officer

1

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Crdentia Corp. (the Company) on Form 10-QSB for the period ended September 30, 2006 as filed with the Securities and Exchange Commission (the Report), I, James D. Durham, Chief Executive Officer of the Company, hereby certify as of the date hereof, solely for the purposes of Title 18, Chapter 63, Section 1350 of the United States Code, that to my knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

This Certification has not been, and shall not be deemed, filed with the Securities and Exchange Commission.

Date: November 14, 2006

By: /s/ James D. Durham
James D. Durham
Chairman and Chief Executive Officer

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement

Exhibit 32.2

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Crdentia Corp. (the Company) on Form 10-QSB for the period ended September 30, 2006 as filed with the Securities and Exchange Commission (the Report), I, James J. TerBeest, Chief Financial Officer of the Company, hereby certify as of the date hereof, solely for the purposes of Title 18, Chapter 63, Section 1350 of the United States Code, that to my knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

This Certification has not been, and shall not be deemed, filed with the Securities and Exchange Commission.

Date: November 14, 2006

By: /s/ James J. TerBeest
James J. TerBeest
Chief Financial Officer

1

3.15. Specific Performance. The parties to this Agreement agree that if any ofthe provisions of this Agreement