

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15 (d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): January 31, 2008

CONMED CORPORATION

(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction of
incorporation or organization)

0-16093
(Commission
File Number)

16-0977505
(I.R.S. Employer
Identification No.)

525 French Road
Utica, New York 13502
(Address of principal executive offices, including zip code)

(315) 797-8375
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions (See General Instruction A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement; Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On January 31, 2008, CONMED Corporation (the "Registrant") and its subsidiary, CONMED Receivables Corporation, entered into the fourth amendment (the "Amendment") to the Amended and Restated Receivables Purchase Agreement dated as of October 23, 2003 among CONMED Receivables Corporation, the Registrant and Bank of America, N.A., which is Exhibit 10.17 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006. The Amendment, among other matters, extended the commitment termination date for the receivables securitization from October 31, 2008 until October 31, 2009.

Bank of America, N.A., as the purchaser under the Receivables Purchase Agreement, and its affiliates, have in the past provided, and may in the future provide, investment banking, underwriting, lending, commercial banking and other advisory services to the Registrant and its subsidiaries. Bank of America, N.A. has received, and may in the future receive, customary compensation from the Registrant and its subsidiaries for such services.

The foregoing description of the Receivables Purchase Agreement and related matters is qualified in its entirety by reference to the Receivables Purchase Agreement, which will be filed as Exhibit 10.1 hereto and incorporated herein by reference.

Section 9 Financial Statements and Exhibits
Item 9.01 Financial Statements and Exhibits.

(c) Exhibits

The following exhibit is included herewith:

Exhibit No.	Description of Exhibit
10.1	Amended and Restated Receivables Purchase Agreement dated January 31, 2008.

Signature

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

CONMED CORPORATION
(Registrant)

By: Robert D. Shallish, Jr.
Vice President-Finance and
Chief Financial Officer

Date: January 31, 2008

AMENDMENT NO. 4
TO
AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT

THIS AMENDMENT NO. 4 TO AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this "Amendment") dated as of December 28, 2007, is entered into among CONMED RECEIVABLES CORPORATION ("Seller"), CONMED CORPORATION ("Parent"), as initial Servicer, BANK OF AMERICA, N.A. (together with any other financial institution hereafter party hereto, each a "Purchaser" and collectively, the "Purchasers") and BANK OF AMERICA, N.A., as administrator for Purchasers (in such capacity, the "Administrator"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in Appendix A of the Receivables Purchase Agreement, referred to below.

PRELIMINARY STATEMENTS

- A. Reference is made to that certain Amended and Restated Receivables Purchase Agreement dated as of October 23, 2003 among Seller, Parent, Purchasers and Administrator (as amended, restated, supplemented or modified from time to time, the "Receivables Purchase Agreement").
- B. The parties hereto have agreed to amend certain provisions of the Receivables Purchase Agreement upon the terms and conditions set forth herein.

SECTION 1. Amendment. The parties hereto hereby agree to amend the Receivables Purchase Agreement to:

- (a) delete the definition of "Commitment Termination Date" set forth in Appendix A of the Receivables Purchase Agreement and substitute the following therefor:

"Commitment Termination Date" means October 31, 2009, as such date may be extended from time to time with the consent of the parties to the Agreement.

SECTION 2. Representations and Warranties. Each of the parties hereto hereby represents and warrants to each other, as to itself that:

- (a) this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and
- (b) on the date hereof, before and after giving effect to this Amendment, no Liquidation Event has occurred and is continuing.
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SECTION 3. Reference to and Effect on the Transaction Documents.

(a) Upon the effectiveness of this Amendment, (i) each reference in the Receivables Purchase Agreement to “this Receivables Purchase Agreement”, “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import shall mean and be a reference to the Receivables Purchase Agreement as amended or otherwise modified hereby, and (ii) each reference to the Receivables Purchase Agreement in any other Transaction Document or any other document, instrument or agreement executed and/or delivered in connection therewith, shall mean and be a reference to the Receivables Purchase Agreement as amended or otherwise modified hereby.

(b) Except as specifically amended, terminated or otherwise modified above, the terms and conditions of the Receivables Purchase Agreement, of all other Transaction Documents and any other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Seller, Parent, Purchasers and Administrator under the Receivables Purchase Agreement or any other Transaction Document or any other document, instrument or agreement executed in connection therewith, nor constitute a waiver of any provision contained therein, in each case except as specifically set forth herein.

SECTION 4. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by telecopier shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 5. GOVERNING LAW.

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

[Remainder of Page Deliberately Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers as of the date first above written.

CONMED RECEIVABLES CORPORATION, as Seller

By: /s/ Robert D. Shallish, Jr.
Name: Robert D. Shallish, Jr.
Title: Vice President

CONMED CORPORATION, as initial Servicer

By: /s/ Robert D. Shallish, Jr.
Name: Robert D. Shallish, Jr.
Title: V.P. – Finance & CFO

BANK OF AMERICA, N.A., as Purchaser

By: /s/ Michael W. Brunner
Name: Michael W. Brunner
Title: Vice President

BANK OF AMERICA, N.A., as Administrator

By: /s/ Michael W. Brunner
Name: Michael W. Brunner
Title: Vice President