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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): December 9, 2014**

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**CONMED CORPORATION**

(Exact name of registrant as specified in its charter)

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**New York**  
(State or other Jurisdiction  
of Incorporation)

**0-16093**  
(Commission  
File Number)

**16-0977505**  
(IRS Employer  
Identification No.)

**525 French Road**  
**Utica, New York**  
(Address of Principal Executive Offices)

**13502**  
(Zip Code)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(b)(c)(e)

On December 9, 2014, CONMED Corporation (the “Company”) announced that Robert D. Shallish, Jr. is retiring from his position as the Company’s Executive Vice President, Finance and Chief Financial Officer, effective as of March 31, 2015. The Board of Directors of the Company (the “Board”) has appointed Luke Pomilio, who is currently the Company’s Executive Vice President, Controller and Corporate General Manager, as Executive Vice President, Finance and Chief Financial Officer of the Company to succeed Mr. Shallish, effective as of April 1, 2015.

In connection with Mr. Shallish’s retirement, the Company entered into a letter agreement with Mr. Shallish, dated December 9, 2014 (the “Retirement Agreement”). Pursuant to the Retirement Agreement, Mr. Shallish will be eligible to receive, subject to his continuous employment with the Company through March 31, 2015: (i) payment of the retention bonus pursuant to his letter agreement with the Company dated July 23, 2014; (ii) payment of the 20% “holdback” from the 2013 Bonus Plan at the time when other similarly situated executives receive such holdback payments, provided that 2014 adjusted EPS is not less than \$1.66 and (iii) payment of any amount Mr. Shallish may earn for 2014 under the terms of the Company’s 2014 Executive Bonus Plan, payable at the time when other similarly situated executives receive such payments. Mr. Shallish’s retirement will be deemed to be with the consent of the Compensation Committee of the Board, and in accordance with their terms, any outstanding, unvested equity awards held by him as of March 31, 2015 shall vest, and any issued stock appreciation rights shall vest and will remain exercisable for one (1) year. The above description is qualified in its entirety by reference to the terms of the Retirement Agreement with Mr. Shallish, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Mr. Pomilio (age 50) joined the Company as Controller in September 1995. Subsequently, Mr. Pomilio assumed additional responsibility for certain corporate functions, including worldwide operations and select administrative functions. In May 2009, Mr. Pomilio was promoted to Vice President, Controller and Corporate General Manager. In March 2013, Mr. Pomilio’s title was changed to Executive Vice President, Controller and Corporate General Manager. Mr. Pomilio is a certified public accountant and graduated with a B.S. degree in Accounting from Clarkson University. There are no related-party transactions that would be required to be disclosed under Item 404(a) of Regulation S-K with respect to Mr. Pomilio.

In addition, effective as of December 31, 2014, Joseph Darling’s position as the Company’s Executive Vice President, Commercial Operations is being eliminated, and his employment as an officer and employee of the Company and its subsidiaries will terminate on that date. In connection with his employment termination, the Company entered into a separation and release agreement with Mr. Darling, dated December 9, 2014 (the “Separation Agreement”), with respect to the terms of his separation. The Separation Agreement supersedes Mr. Darling’s Executive Severance Agreement with CONMED dated May 1, 2008 and his Change in Control Severance Agreement with the Company dated May 3, 2010. Pursuant to the Separation Agreement, Mr. Darling will be eligible to receive: (i) an amount equal to his current base annual salary (\$385,770), payable in a lump sum within ten days after December 31, 2014; (ii) beginning in January 2016, an amount equal to one-half his current base salary (\$192,885), payable in six equal monthly installments, provided that any right to such receive such installments will cease if and when Mr. Darling obtains new employment or engagement as a consultant; (iii) pursuant to the terms of the Company’s 2014 Executive Bonus Plan, payment of the 20% “holdback” from the 2013 Bonus Plan at the time when other similarly situated executives receive such holdback payments, provided that 2014 adjusted EPS is not less than \$1.66; (iv) payment of any amount Mr. Darling may earn for 2014 under the terms of the Company’s 2014 Executive Bonus Plan, payable at the time when other similarly situated executives receive such payments and (v) reduced COBRA premiums for up to 18 months. Mr. Darling will remain subject to the non-disparagement and confidentiality restrictions pursuant to his confidentiality agreement with the Company, and the Company has waived certain post-employment restrictions that would have been applicable to Mr. Darling. Treatment of outstanding equity awards previously granted to Mr. Darling for his prior service will be determined by the terms of such equity award agreements. The above description is qualified in its entirety by reference to the terms of the Separation Agreement with Mr. Darling, which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

A copy of the press release announcing the events described above is attached as Exhibit 99.1 and is incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

On December 9, 2014, the Company announced that Patrick Beyer, former CEO of ICNet and former head of Stryker Europe, has been appointed President of CONMED International, effective immediately.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Retirement Agreement, by and between CONMED Corporation and Robert Shallish, Jr., dated December 9, 2014.
10.2	Separation Agreement, by and between CONMED Corporation and Joseph Darling, dated December 9, 2014.
99.1	Press Release, dated December 9, 2014, issued by CONMED Corporation.

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**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.

CONMED CORPORATION  
(Registrant)

By: /s/ Daniel S. Jonas  
Name: Daniel S. Jonas, Esq.  
Title: Executive Vice President – Legal Affairs & General  
Counsel

Date: December 9, 2014

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**EXHIBIT INDEX**

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10.2	Separation Agreement, by and between CONMED Corporation and Joseph Darling, dated December 9, 2014.
99.1	Press Release, dated December 9, 2014, issued by CONMED Corporation.



December 9, 2014

Mr. Robert D. Shallish, Jr.  
4375 Olympus Heights  
Syracuse, New York 13215

**Re: Retirement**

Dear Rob:

This letter sets forth the understanding between you and CONMED Corporation regarding your retirement on March 31, 2015 (your "Retirement Date").

- (a) The Company waives your commitment to stay through June 30, 2015 as contemplated by the letter agreement dated July 23, 2014 and agrees to pay you a lump sum of \$333,086.96, subject to normal withholdings, within ten (10) days of your Retirement Date;
- (b) The Compensation Committee of the Board of Directors, and the Board of Directors, have agreed that any outstanding, unvested equity awards held by you as of your Retirement Date shall accelerate and remain exercisable for one (1) year.
- (c) The Company will also pay you any amount that you may earn for the year-ended December 31, 2014 under the terms of the 2014 Executive Bonus Plan at the time when other similarly situated executives receive such payments but in no event later than March 15, 2015.
- (d) Pursuant to the terms of the 2014 Executive Bonus Plan, the Company will pay you the 20% "holdback" from the 2013 Bonus Plan at the time when other similarly situated executives receive such holdback payments but in no event later than March 15, 2015, provided that 2014 adjusted EPS is not less than \$1.66.

Please let me know if you have any questions or concerns.

Very truly yours,

CONMED CORPORATION

/s/ Heather L. Cohen

Heather L. Cohen  
Executive Vice President – HR

cc: Curt Hartman, President & CEO  
Dirk Kuyper, Chairman of Compensation Committee  
Daniel S. Jonas, Esq, EVP & General Counsel



December 9, 2014

Mr. Joseph Darling  
501 Mandalay Avenue  
Unit 409  
Clearwater Beach, Florida 33767

Re: Separation and Release Agreement

Dear Joe:

This letter agreement ("Letter Agreement") sets forth the understanding between you and CONMED Corporation (together with its subsidiaries, affiliates, and other related entities, the "Company") regarding your separation from the Company.

**1. Termination of Employment Agreement**

Your employment with the Company will terminate on December 31, 2014 (the "Termination Date"). It is agreed that you hereby resign, as of the Termination Date, from any and all offices, board memberships and other positions you hold with the Company.

**2. Separation Payments**

Upon your termination of employment, you will be entitled to the following payments and benefits (in each case, less applicable withholdings):

- (a) The Company will pay you, within ten (10) days after the Termination Date, a lump sum of \$385,770, which is equal to your current base annual salary;
- (b) The Company will pay you, beginning in January 2016, the sum of \$192,885, which is equal to one half of your current base annual salary, payable in six (6) equal monthly installments, provided that, beginning January 2016, you provide the Company a monthly certification in a form reasonably satisfactory to the Company, signed by you attesting that you remain unemployed, and not acting as a consultant or agent earning income (other than income as provided herein) since the Termination Date. In the event that you become employed or otherwise do not provide such certification in a timely manner, payments under this Paragraph 2(b) shall cease. A form of certification satisfactory to the Company is attached hereto as Exhibit A.

- (c) Pursuant to the terms of the 2014 Executive Bonus Plan, the Company will pay you the 20% "holdback" from the 2013 Bonus Plan at the time when other similarly situated executives receive such holdback payments but in no event later than March 15, 2015, provided that 2014 adjusted EPS is not less than \$1.66; and
- (d) The Company will also pay you any amount that you may earn for the year-ended December 31, 2014 under the terms of the 2014 Executive Bonus Plan at the time when other similarly situated executives receive such payments but in no event later than March 15, 2015;
- (e) You will be eligible for a reduced COBRA rate for the medical and/or dental coverage which you may elect to continue through June 2016 or such other later time as allowed by law. Thereafter, the regular COBRA rate will be due for the remainder of the COBRA period. The reduced COBRA rate is the monthly equivalent of the employee contribution rate for the plans that you elect; and
- (f) The Company will pay you within 10 (ten) days after the Termination Date, (i) any earned but unpaid annual base salary, (ii) any unreimbursed business expenses, in accordance with the Company's applicable expense reimbursement policies and (iii) one (1) week of accrued but unused vacation, in accordance with the Company's practices.
- (g) Your entitlement to any outstanding equity compensation awards will be determined by the terms of such equity compensation award agreements and the terms of the equity plans under which such awards were granted, subject further to the Company's policies on compliance with securities law.

You will only be entitled to receive the benefits in Paragraph 2(a)-(e) above if you sign this Letter Agreement and do not revoke any part of the general release and waiver of Claims in Paragraph 3 within the 7-day revocation period described below, and if you do revoke any part of the general release and waiver of Claims in Paragraph 3, the Company will have no obligation to provide any payments to you as set forth in Paragraph 2(a)-(e) above or otherwise.

### **3. General Release and Waiver of Claims**

(a) Release. By signing this Letter Agreement, you, on behalf of yourself and your heirs, executors, administrators and assigns, in consideration of the payments and benefits provided to you by the Company pursuant to this Letter Agreement, knowingly and voluntarily waive, terminate, cancel, release and discharge forever the Company, its officers, directors, employees, members, attorneys and agents and their predecessors, successors and assigns, individually and in their official capacities (together, the "Released Parties") from any and all actions, causes of action, claims, allegations, rights, obligations, liabilities, or charges (collectively, "Claims") that you (or your heirs, executors, administrators, successors and assigns) has or may have, whether known or unknown, by reason of any matter, cause or thing occurring at any time before and including the date of this Letter Agreement arising under or in connection with your employment or termination of employment with the Company, including, without limitation: claims for any cash or equity compensation or bonuses, whether or not paid under any Company compensation plan or arrangement; breach



of contract; tort; wrongful, abusive, unfair, constructive, or unlawful discharge or dismissal; impairment of economic opportunity; defamation; age and national origin discrimination; sexual harassment; back pay; front pay; benefits; attorneys' fees; whistleblower claims; emotional distress; intentional infliction of emotional distress; assault; battery, pain and suffering; punitive or exemplary damages; violations of the Equal Pay Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967 ("ADEA"), the Americans with Disabilities Act of 1991, the Employee Retirement Income Security Act, the Worker Adjustment Retraining and Notification Act, the Family Medical Leave Act, including all amendments to any of the aforementioned acts; and violations of any other federal, state, or municipal fair employment statutes or laws, including, without limitation, violations of any other law, rule, regulation, or ordinance pertaining to employment, wages, compensation, hours worked, or any other matters related in any way to your employment with the Company or the termination of that employment. In addition, in consideration of the provisions of this Letter Agreement, you further agree to waive any and all rights under the laws of any jurisdiction in the United States, or any other country, that limit a general release to those claims that are known or suspected to exist in your favor as of the Termination Date. This release of Claims will not, however, apply to any obligation of the Company pursuant to this Letter Agreement, any rights to indemnification from the Company you may have, any rights to continuing directors' and officers' liability insurance to the same extent as the Company covers its other officers and directors, any rights that you may have to obtain contribution in the event of the entry of judgment against yourself as a result of any act or failure to act for which both you and the Company are jointly responsible or any benefit to which you are entitled under any tax qualified pension plan of the Company or its affiliates, COBRA continuation coverage benefits, vested benefits under any other benefit plans of the Company or its affiliates or any other welfare benefits required to be provided by statute, and any claims which may not be released under applicable law (claims with respect thereto, collectively, "Excluded Claims"). For the avoidance of doubt, you shall remain covered under directors' and officers' liability insurance and your indemnification agreement or policy for acts or omissions occurring during your period of providing services to the Company and any of its affiliates, including the 90-day period referenced in Paragraph 5 of this Letter Agreement, to the extent such coverage is permitted under the Company's policies and your indemnification agreement.

The Company knows of no claims held by the Released Parties against you.

(b) Proceedings. You further agree, promise and covenant that, to the maximum extent permitted by law, neither you, nor any person, organization, or other entity acting on your behalf, has filed or will file, charged or will charge, claimed or will claim, sued or will sue, or caused or will cause, or permitted or will permit to be filed, charged or claimed, any action for damages or other relief (including injunctive, declaratory, monetary or other relief) against the Released Parties with respect to any Claims other than Excluded Claims.

(c) Acknowledgements by You. You hereby acknowledge and confirm that you were advised by the Company in connection with your termination of employment or services to consult with an attorney of your choice prior to signing this release and waiver of Claims, including, without limitation, with respect to the terms relating to your release and waiver of Claims arising under ADEA,

and that you have in fact consulted an attorney. You have been given twenty-one (21) days to review this release and waiver of Claims, and you are signing this release and waiver of Claims knowingly, voluntarily and with full understanding of its terms and effects, and you voluntarily accept the benefits provided for under Paragraph 2(a)-(e) of this Letter Agreement for the purpose of making full and final settlement of all claims referred to above. You also understand that you have seven (7) days after the Termination Date to revoke the release and waiver of Claims in this Paragraph 3, and that this release and waiver of Claims and any obligations that the Company has under Paragraph 2(a)-(e) of this Letter Agreement will not become effective if you exercise your right to revoke the release and waiver of Claims within seven (7) days of execution. You understand that such revocation must be delivered to the Company at its headquarters, attn: General Counsel, during such period to be effective.

#### **4. Non-Competition and Non-Disclosure**

You agree and acknowledge that your obligations under the Agreement relating to Inventions, Trade Secrets, and Confidential Information with Covenant Not to Compete dated April 15, 2008 ("Confidentiality Agreement") will continue to apply after the Termination Date for the period of time specified in such agreement; provided, that, (1) the Company waives the post-employment restrictions set forth in paragraph 14 thereof, and (2) you may disclose confidential or proprietary information of the Company to the extent required by law or by any court, arbitrator, or administrative or governmental body, or as reasonably necessary in any legal, arbitration, administrative or governmental proceeding. You affirm that the Confidentiality Agreement does not unduly burdensome to you and are reasonably necessary to protect the legitimate interests of the Company.

#### **5. Cooperation and Representation**

You agree to, during the ninety (90) days after the Termination Date, reasonably cooperate with the Company and its affiliates and their respective directors, officers, attorneys and experts, and take all actions the Company may reasonably request, to assist in the orderly transition of your pending work to other officers or employees of the Company as may be designated by the Company. Such requests shall take into account any of your personal and business commitments and you shall be reimbursed (within thirty (30) days of providing an invoice to the Company) for any reasonable expenses incurred in connection with such cooperation.

#### **6. Other Terms**

(a) Breach. You agree and acknowledge that should you violate any term of this Letter Agreement, the amount of damages that the Company would suffer as a result of such violation could be difficult to ascertain and money damages might not afford the Company an adequate remedy. You further agree and acknowledge that in the event of your material breach of any material term of this Letter Agreement, the Company's obligation to provide you with any payments or benefits pursuant to Paragraph 2(a)-(e) of this Letter Agreement will immediately cease, and the Company will be entitled to seek recovery of monetary damages and seek to obtain all other relief provided by law or equity, including, but not limited to, injunctive relief.

(b) Additional Representations and Nondisclosure. You acknowledge that you have not relied on any representations or statements not set forth in this Letter Agreement. Except to the extent publicly disclosed by the Company or its representatives, you will not disclose the contents or substance of this Letter Agreement to anyone except your immediate family, any lenders (for purposes of obtaining credit), your financial advisors or accountants and any tax, legal or other counsel that you have consulted regarding the meaning or effect hereof, and you will instruct each of the foregoing not to disclose the same; provided, that you may disclose the contents or substance of this Letter Agreement to the extent necessary to enforce or implement its terms, as required by law or by any court, arbitrator, or administrative or governmental body or to the extent appropriate in connection with any dispute over this Letter Agreement or otherwise involving you and the Company. Any such disclosure by any member of your immediate family, your financial advisors or accountants or any of your tax, legal or other counsel will be regarded as a breach of this Paragraph 6(b) by you, and you will be fully responsible for any such breach.

(c) Non-disparagement. You agree that you will not make or publish any statement (orally or in writing) that becomes or reasonably could be expected to become publicly known, or instigate, assist or participate in the making or publication of any such statement, which would libel, slander or disparage (whether or not such disparagement legally constitutes libel or slander) the Company or any other entity or person within the Company, any of their affairs or operations, or the reputations of any of their past or present officers, directors, agents, representatives or employees. The Company's Board of Directors will not make any formal statement and will instruct the Company's executive officers not to make or publish any statement (orally or in writing) that becomes or reasonably could be expected to become publicly known, or instigate, assist or participate in the making or publication of any such statement, which would libel, slander or disparage (whether or not such disparagement legally constitutes libel or slander) you. This Paragraph 6(c) shall not be violated by making any truthful statement to the extent required by law or by any court, arbitrator, or administrative or governmental body or to the extent appropriate in connection with any dispute over this Agreement or otherwise involving you and the Company.

(d) Nonadmission. Nothing contained in this Letter Agreement will be deemed or construed as an admission of wrongdoing or liability on the part of the Company or any of the other Released Parties or by you.

(e) Entire Understanding. This Letter Agreement sets forth the entire agreement between you and the Company regarding your termination of employment and other service relationships with the Company, and supersedes any other severance, separation and/or employment agreements between you and the Company (including, without limitation, your Executive Severance Agreement with CONMED Linvatec dated May 1, 2008 and your Change in Control Severance Agreement with the Company dated May 3, 2010) other than the Confidentiality Agreement (as modified herein).

(f) Governing Law. This Letter Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State. If any provision in this Letter Agreement is held invalid or unenforceable for any reason, the remaining provisions will be construed as if the invalid or unenforceable provision had not been included.

(g) Severability; Counterparts. The invalidity or unenforceability of any provision of this Letter Agreement will not affect the validity or enforceability of any other provision. If any provision of this Letter Agreement is held invalid or unenforceable in part, the remaining portion of such provision, together with all other provisions of this Letter Agreement, will remain valid and enforceable and continue in full force and effect to the fullest extent consistent with law. This Letter Agreement may be executed in several counterparts, each of which will be deemed an original, and such counterparts will constitute one and the same instrument.

(h) Section 409A of the Code. It is the parties' intent that the payments and benefits provided under this Letter Agreement be exempt from the definition of "non-qualified deferred compensation" within the meaning of Section 409A of the Code (including as "separation pay" pursuant to Treas. Reg. § 1.409A-1(b)(9)(iii)), and the Letter Agreement shall be interpreted accordingly. To the extent that any payment or benefit under this Agreement constitutes "non-qualified deferred compensation" then this Letter Agreement is intended to comply with Section 409A of the Code and the Letter Agreement shall be interpreted accordingly. In this regard each payment under this Letter Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. If and to the extent that any payment or benefit is determined by the Company (a) to constitute "non-qualified deferred compensation" subject to Section 409A of the Code and (b) such payment or benefit must be delayed for six (6) months from your date of termination (or an earlier date) in order to comply with Section 409A(a)(2)(B)(i) of the Code and not cause you to incur any additional tax under Section 409A of the Code, then the Company will delay making any such payment or providing such benefit until the expiration of such six (6)-month period (or, if earlier, your death or a "change in control event", as such term is defined in Section 1.409A-3(i)(5) of the Code).

(i) Death. In the event of your death, any amounts that remain due to you pursuant to this Letter Agreement will be paid to your estate or beneficiaries at the time such amounts would otherwise have been paid to you.

(j) Successors. This Letter Agreement will be binding on and inure to the benefit of the Company's successors and assigns and, for the avoidance of doubt, will survive a change in control of the Company.

(k) The Company shall reimburse you for, or pay directly, reasonable legal fees (up to \$15,000) in connection with the negotiation and execution of this Letter Agreement. Such payment shall be made within thirty (30) days of the Company's receipt of an invoice for such amounts.

(l) You agree to return all Company property and any confidential information and proprietary data (regardless of the medium in which it is memorialized), provided, that the Company agrees that you are permitted to retain your contact lists and calendars, computers, cell phone and cell phone number and copies of materials relating to your compensation and otherwise containing data reasonably needed for tax purposes. You understand and agree that the Company will remove all data from the computer and cell phone before the Termination Date.

*[Remainder of Page Left Intentionally Blank]*

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To indicate your agreement with the foregoing, please sign and return this Letter Agreement to Heather L. Cohen, Executive Vice President Human Resources 525 French Road, Utica, New York 13502.

Very truly yours,

CONMED CORPORATION

By: /s/ Heather L. Cohen

Name: Heather L. Cohen

Title: Executive Vice President – HR

Accepted and Agreed:

/s/ Joseph Darling

Name: Joseph Darling

Date: December 9, 2014

*[Signature Page to Letter Agreement re Separation and Release]*

**EXHIBIT A**

**CERTIFICATION**

CONMED Corporation  
Attn: EVP HR  
525 French Road  
Utica, New York 13502

Dear Heather,

This letter shall serve to confirm that since January 1, 2015 I am and have not been employed, whether as an employee, consultant, agent, independent contractor or in any other capacity, since I was employed at Conmed Corporation. I agree to notify you when I am employed within three (3) business days of such an event.

Sincerely,

/s/ Joseph Darling

Joseph Darling



## NEWS RELEASE

**CONTACTS:**  
**CONMED Corporation**  
**Robert Shallish**  
**Chief Financial Officer**  
**315-624-3206**

**Joele Frank, Wilkinson Brimmer Katcher**  
**Andy Brimmer / Jamie Moser**  
**212-355-4449**

**CONMED Corporation Announces Management Transitions**

*Robert Shallish to Retire as Executive VP, Finance and CFO Effective March 31, 2015; Luke Pomilio Appointed Executive VP, Finance and CFO Effective April 1, 2015*

*John Hamilton to Retire as Vice President of CONMED International Effective February 28, 2015; Patrick Beyer Appointed President of CONMED International Effective Immediately*

*Joseph Darling Leaving Company With Elimination of the Position of Executive VP and Chief of Commercial Operations Effective December 31, 2014*

**UTICA, New York, December 09, 2014** – CONMED Corporation (NASDAQ: CNMD) today announced a number of management transitions. After 25 years of service, Robert D. Shallish, Jr., Executive Vice President, Finance and Chief Financial Officer, recently informed the Company of his plan to retire on March 31, 2015. Luke Pomilio, Controller, has been appointed Executive Vice President, Finance and Chief Financial Officer of the Company, effective April 1, 2015.

“On behalf of the Board of Directors and everyone at CONMED, I want to thank Rob for his leadership and contributions to the growth and success of our Company,” said Curt Hartman, President and Chief Executive Officer of CONMED. “Rob has significantly strengthened CONMED’s finance organization and investor relations program, and during his 25-year tenure the Company grew from roughly \$30 million to more than \$700 million in sales. Rob has also been an important resource for me during my transition and I am confident that he will oversee a seamless process as Luke takes on his responsibilities. We wish Rob all the best.”

Robert Shallish said, “CONMED has been an important part of my life for the past 25 years and I feel fortunate to have worked alongside such talented professionals. I am confident that under Curt’s leadership CONMED’s prospects are bright and I look forward to working with Luke over the next four months to ensure an orderly transition. I have had the pleasure of working with Luke for almost 20 years and I am confident that he will excel as the Company’s next CFO.”

Luke Pomilio said, “I look forward to continuing to work with CONMED’s management team as we seek to position CONMED for its next phase of growth and success. I will focus on driving continued growth and shareholder value creation.”

The Company also announced that Patrick Beyer, former CEO of ICNet and former head of Stryker Europe, has been appointed President of CONMED International, effective immediately. John Hamilton, Vice President of CONMED International, will retire from the Company effective February 28, 2015.

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Mr. Hartman added, "I am pleased to welcome Pat to CONMED and look forward to working with him as he leads the continued growth of our international businesses. I also want to thank John – a 25 year CONMED veteran – for his many years of substantial contributions that have favorably positioned the international business of CONMED in the markets we serve."

The Company also announced that Joseph Darling will be leaving the Company following the elimination of his position as Executive Vice President, Commercial Operations effective December 31, 2014. Mr. Darling's responsibilities will be realigned and redistributed to senior executives within the CONMED organization.

Mr. Hartman continued, "I want to thank Joe for his many contributions to CONMED, principal among them his focus on growing and expanding the sports medicine offering. We greatly appreciate Joe's six years of service and wish him continued success in his future endeavors."

#### **About Luke Pomilio**

Luke Pomilio joined CONMED as Controller in September 1995. Subsequently, Mr. Pomilio assumed additional responsibility for certain corporate functions including worldwide operations and select administrative functions. In May 2009, Mr. Pomilio was promoted to Vice President, Controller and Corporate General Manager. In March 2013, Mr. Pomilio was promoted to Executive Vice President, Controller and Corporate General Manager. Prior to his tenure with CONMED, Mr. Pomilio was a manager with Price Waterhouse LLP. Mr. Pomilio is a certified public accountant and graduated with a B.S. degree in Accounting from Clarkson University.

#### **About Patrick Beyer**

Pat Beyer was most recently CEO of privately held ICNet International, Ltd. from December 2010 until August 2014 where he presided over successful strategic development and growth, ultimately leading to the sale of the company to a multinational healthcare firm. From 2005-2009, Mr. Beyer served as President of Stryker Europe, and from 2002-2005 he led Stryker UK, South Africa and Ireland. Prior to that, he was Vice President and General Manager for Stryker Medical. His tenure in all positions was marked by strong growth and commercial development. Mr. Beyer has an MBA in Finance from Western Michigan University, and BA from Kalamazoo College.

#### **About CONMED**

CONMED is a medical technology company with an emphasis on surgical devices and equipment for minimally invasive procedures. The Company's products are used by surgeons and physicians in a variety of specialties including orthopedics, general surgery, gynecology, neurosurgery and gastroenterology. Headquartered in Utica, New York, the Company's 3,600 employees distribute its products worldwide from several manufacturing locations. CONMED has a direct selling presence in 16 countries outside the United States and international sales constitute more than 50% of the Company's total sales.

#### **Forward Looking Information**

This press release contains forward-looking statements based on certain assumptions and contingencies that involve risks and uncertainties. The forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and relate to the Company's performance on a going-forward basis. The forward-looking statements in this press release involve risks and uncertainties which could cause actual results, performance or trends, to differ materially from those expressed in the forward-looking statements herein or in previous disclosures. In addition to general industry and economic conditions, factors that could cause actual results to differ materially from those discussed in the forward-looking statements in this press release include, but are not limited to the risks relating to forward-looking statements discussed in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2013.