

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

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No.)¹

CONMED Corporation
(Name of Issuer)

Common Stock, \$0.01 par value
(Title of Class of Securities)

207410101
(CUSIP Number)

SAMANTHA NASELLO
SCOPIA CAPITAL MANAGEMENT LP
152 West 57th Street, 33rd Floor
New York, New York 10019
(212) 370-0303

STEVE WOLOSKY
OLSHAN FROME WOLOSKY LLP
Park Avenue Tower
65 East 55th Street
New York, New York 10022
(212) 451-2300
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

January 27, 2016
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAME OF REPORTING PERSON SCOPIA CAPITAL MANAGEMENT LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) <input type="checkbox"/> OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,630,800
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,630,800
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,630,800*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%*	
14	TYPE OF REPORTING PERSON PN	

* See Item 5.

1	NAME OF REPORTING PERSON SCOPIA MANAGEMENT, INC.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) <input type="checkbox"/> OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION NEW YORK	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,630,800
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,630,800
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,630,800*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%*	
14	TYPE OF REPORTING PERSON CO	

* See Item 5.

1	NAME OF REPORTING PERSON MATTHEW SIROVICH	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) <input type="checkbox"/> OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 1,630,800
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 1,630,800
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,630,800*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%*	
14	TYPE OF REPORTING PERSON IN	

* See Item 5.

1	NAME OF REPORTING PERSON JEREMY MINDICH	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) <input type="checkbox"/> OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 1,630,800
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 1,630,800
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,630,800*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%*	
14	TYPE OF REPORTING PERSON IN	

* See Item 5.

The following constitutes the Schedule 13D filed by the undersigned (the "Schedule 13D").

Item 1. Security and Issuer.

This statement relates to the Common Stock, par value \$0.01 per share (the "Shares") of CONMED Corporation, a New York corporation (the "Issuer"). The address of the principal executive offices of the Issuer is 525 French Road, Utica, New York 13502.

Item 2. Identity and Background.

(a) This statement is filed by:

- (i) Scopia Capital Management LP, a Delaware limited partnership ("Scopia Management"), as the Investment Manager of certain funds under its management;
- (ii) Scopia Management, Inc., a New York corporation ("Scopia Inc."), as the general partner of Scopia Management;
- (iii) Matthew Sirovich, as a Managing Director of Scopia Inc.; and
- (iv) Jeremy Mindich, as a Managing Director of Scopia Inc.

Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons." Each of the Reporting Persons is party to that certain Joint Filing Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

(b) The address of the principal office of each of Scopia Management, Scopia Inc. and Messrs. Sirovich and Mindich is 152 West 57th Street, 33rd Floor, New York, New York 10019.

(c) Scopia Management provides investment advisory and management services and acts as the Investment Manager of certain funds and accounts. Scopia Inc. serves as the general partner of Scopia Management. Each of Messrs. Sirovich and Mindich serve as a Managing Director of Scopia Inc.

(d) No Reporting Person has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Messrs. Sirovich and Mindich are citizens of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

On January 27, 2016, Scopia Management, on behalf of certain funds and accounts under its management, agreed to purchase, effective February 19, 2016, 1,630,800 Shares from Coppersmith Capital Management, LLC ("Coppersmith Capital") at a purchase price equal to the average of the daily Volume Weighted Average Price (VWAP) of the Shares for the thirty (30) trading days prior to and including February 18, 2016 (the "30-Day VWAP") pursuant to the Letter Agreement as defined and described in Item 6. The Shares will be purchased with the working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) of certain funds under the management of Scopia Management.

Item 4. Purpose of Transaction.

The Reporting Persons purchased the Shares based on the Reporting Persons' belief that the Shares, when purchased, were undervalued and represented an attractive investment opportunity. Depending upon overall market conditions, other investment opportunities available to the Reporting Persons, and the availability of Shares at prices that would make the purchase or sale of Shares desirable, the Reporting Persons may endeavor to increase or decrease their position in the Issuer through, among other things, the purchase or sale of Shares on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Persons may deem advisable.

On January 27, 2016, Scopia Management and Coppersmith Capital announced that Jerome J. Lande and Craig Rosenblum of Coppersmith Capital will join Scopia Management. Mr. Lande will join Scopia Management as Head of Special Situations and Mr. Rosenblum will join Scopia Management as Senior Analyst, Special Situations. Messrs. Lande and Rosenblum's transition to Scopia Management shall take place prior to April 1, 2016. Mr. Lande will retain his position on the Issuer's Board of Directors.

No Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon or in connection with completion of, or following, any of the actions discussed herein. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the Shares, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate including, without limitation, engaging in communications with management and the Board of Directors of the Issuer, engaging in discussions with stockholders of the Issuer and others about the Issuer and the Reporting Persons' investment, making proposals to the Issuer concerning changes to the capitalization, ownership structure, board structure (including board composition) or operations of the Issuer, purchasing additional Shares, selling some or all of their Shares, engaging in short selling of or any hedging or similar transaction with respect to the Shares, or changing their intention with respect to any and all matters referred to in Item 4

Item 5. Interest in Securities of the Issuer.

The aggregate percentage of Shares reported owned by each person named herein is based upon 27,704,856 Shares outstanding as of October 21, 2015, which is the total number of Shares outstanding as reported in the Issuer's quarterly report on Form 10-Q filed with the Securities and Exchange Commission on October 23, 2015.

A. Scopia Management

- (a) As of the close of business on January 27, 2016, following the execution of the Letter Agreement, Scopia Management may be deemed the beneficial owner of the 1,630,800 Shares that it shall acquire (on behalf of certain funds and accounts under its management) upon the effectiveness of its purchase pursuant to the Letter Agreement.

Percentage: Approximately 5.9%

- (b)
 - 1. Sole power to vote or direct vote: 1,630,800
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 1,630,800
 - 4. Shared power to dispose or direct the disposition: 0
- (c) On January 27, 2016, Scopia Management, on behalf of certain funds and accounts under its management, agreed to purchase, effective February 19, 2016, 1,630,800 Shares from Coppersmith Capital at a purchase price equal to the 30-Day VWAP pursuant to the Letter Agreement.

B. Scopia Inc.

- (a) Scopia Inc., as the general partner of Scopia Management, may be deemed the beneficial owner of the 1,630,800 Shares beneficially owned by Scopia Management.

Percentage: Approximately 5.9%
- (b)
 - 1. Sole power to vote or direct vote: 1,630,800
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 1,630,800
 - 4. Shared power to dispose or direct the disposition: 0
- (c) Other than as disclosed herein, no Reporting Person has, during the past 60 days, engaged in any transactions in the securities of the Issuer.

C. Mr. Sirovich

- (a) Mr. Sirovich, as a Managing Director of Scopia Inc., may be deemed the beneficial owner of the 1,630,800 Shares beneficially owned by Scopia Management.

Percentage: Approximately 5.9%
- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 1,630,800
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 1,630,800
- (c) Other than as disclosed herein, no Reporting Person has, during the past 60 days, engaged in any transactions in the securities of the Issuer.

D. Mr. Mindich

- (a) Mr. Mindich, as a Managing Director of Scopia Inc., may be deemed the beneficial owner of the 1,630,800 Shares beneficially owned by Scopia Management.

Percentage: Approximately 5.9%
- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 1,630,800
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 1,630,800
- (c) Other than as disclosed herein, no Reporting Person has, during the past 60 days, engaged in any transactions in the securities of the Issuer.

The Reporting Persons, as members of a “group” for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, may be deemed the beneficial owner of the Shares directly owned by the other Reporting Persons. Each Reporting Person disclaims beneficial ownership of such Shares except to the extent of his or its pecuniary interest therein.

(d) Other than as disclosed herein, no person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares. Until the effectiveness of Scopia Management’s purchase of the Shares pursuant to the Letter Agreement on February 19, 2016, Coppersmith Capital has the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

On January 27, 2016, Scopia Management, on behalf of certain funds and accounts under its management, entered into a letter agreement (the “Letter Agreement”) with Coppersmith Capital. Pursuant to the Letter Agreement, Scopia Management agreed to purchase, effective February 19, 2016, from Coppersmith Capital 1,630,800 Shares at a purchase price equal to the 30-Day VWAP per Share. The full text of the Letter Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

On January 27, 2016 the Reporting Persons entered into a Joint Filing Agreement in which the Reporting Persons agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. The Joint Filing Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Other than as described herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

99.1 Letter Agreement, dated January 27, 2016, by and between Coppersmith Capital Management, LLC and Scopia Capital Management LP on behalf of certain funds and accounts under its management.

99.2 Joint Filing Agreement, dated January 27, 2016.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: January 27, 2016

SCOPIA CAPITAL MANAGEMENT LP

By: Scopia Management, Inc.
General Partner

By: /s/ Matthew Sirovich

Name: Matthew Sirovich
Title: Managing Director

SCOPIA MANAGEMENT, INC.

By: /s/ Matthew Sirovich

Name: Matthew Sirovich
Title: Managing Director

/s/ Matthew Sirovich

MATTHEW SIROVICH

/s/ Jeremy Mindich

JEREMY MINDICH

COPPERSMITH CAPITAL MANAGEMENT, LLC

1 World Trade Center, 85th Floor
New York, New York 10007

January 27, 2016

Scopia Capital Management LP
152 West 57th Street, 33rd Floor
New York, New York 10019

Re: **Shares of Common Stock of CONMED Corporation**

Dear Sirs:

This letter is being delivered in connection with the purchase from Coppersmith Capital Management, LLC (“Seller”) by the funds and accounts set forth on Schedule A hereto, for which Scopia Capital Management LP (“Scopia Management”) serves as the investment manager (such funds and accounts, each a “Purchaser” and collectively, the “Purchasers”), of an aggregate of 1,630,800 shares of common stock, par value \$0.01 (the “Securities”), of CONMED Corporation (the “Company”) at a purchase price per share equal to the average of the daily Volume Weighted Average Price (VWAP) of the Company’s shares for the thirty (30) trading days prior to and including February 18, 2016 (the “30-Day VWAP”).

1. Subject to the terms and conditions of this letter agreement, at the Closing (as defined below) Seller will sell, assign, transfer and convey to Purchasers, and Purchasers will purchase, the Securities for an aggregate purchase price of the 30-Day VWAP multiplied by 1,630,800 (the “Purchase Price”). The purchase and sale of the Securities shall take place remotely via the exchange of documents and signatures, at 10:00 a.m., Eastern Time, on February 19, 2016 (which time and place are designated as the “Closing”). At the Closing, Seller shall initiate the electronic delivery of the Securities to Purchasers to the accounts listed on Schedule B attached hereto and Purchasers will deliver the Purchase Price to Seller by wire transfer of immediately available funds to the bank account listed on Schedule B attached hereto.

2. Seller hereby represents and warrants to each Purchaser as of the date hereof and as of the Closing as follows: (i) Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) Seller has all requisite power and authority to execute and deliver this letter agreement and to consummate the transactions described herein, (iii) the execution and delivery by Seller of this letter agreement and the performance by Seller of its obligations hereunder have been duly authorized by all requisite action on the part of Seller and no other proceedings on the part of Seller are necessary to authorize the execution and delivery of this letter agreement and the consummation of the transactions contemplated hereby, (iv) this letter agreement has been duly executed and delivered by Seller and assuming due authorization, execution and delivery of this letter agreement by Purchaser constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms except (x) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors’ rights generally, or (y) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, (v) Seller owns, beneficially and/or of record, the Securities and has good and marketable title to the Securities, free and clear of any and all covenants, conditions, restrictions, voting trust arrangements, proxies, liens, charges, encumbrances, options and adverse claims or rights whatsoever (“Liens”), except for restrictions on transfer arising under applicable federal and state securities laws, (vi) at the Closing, Seller will deliver to Purchasers good and valid title to the Securities, free and clear of all Liens, except for restrictions on transfer arising under applicable federal and state securities laws, (vii) the execution and delivery of this letter agreement and the performance by Seller of its obligations hereunder will not (x) violate or breach any provision of Seller’s organizational or governing documents, (y) violate or breach any statute, law, rule, regulation or order by which Seller or any of its properties may be bound or (z) breach, or result in a default under, any contract to which Seller is a party or by which Seller or any of its properties may be bound.

3. Seller acknowledges that Scopia Management, in its capacity as the investment manager for each of the Purchasers, (a) possesses or may possess certain non-public information concerning the Company and its affiliates and/or the Securities (the "Non-Public Information") that may or may not be known by Seller which may constitute material information with respect to the foregoing, and (b) is relying on this letter agreement and would not enter into a transaction to purchase the Securities from Seller absent this letter agreement. Seller agrees to sell the Seller's Securities to Purchasers notwithstanding that it is aware that such Non-Public Information may exist and that Scopia Management and Purchasers may not have disclosed all Non-Public Information to it. Seller acknowledges that it is a sophisticated seller with respect to the purchase and sale of securities such as the Securities and that Purchasers have no obligations to Seller to disclose such Non-Public Information and that if the Non-Public Information were fully disclosed to Seller, the Non-Public Information could foreseeably affect Seller's willingness to enter into this letter agreement and the price that Seller would be willing to accept to sell the Securities. Moreover, such Non-Public Information may indicate that the value of the Securities is substantially lower or higher than the Purchase Price. Additionally, Seller acknowledges that it has adequate information concerning the Securities, and the business and financial condition of the Company and its affiliates, to make an informed decision regarding the sale of the Securities, and has independently and without reliance upon Purchasers, and based upon such information as the Seller has deemed appropriate, made its own analysis and decision to sell the Securities to Purchasers. Seller is experienced, sophisticated and knowledgeable in the trading of securities and other instruments of private and public companies and understands the disadvantage to which it may be subject on account of any disparity of the access to, and possession of, such Non-Public Information between Seller and Purchasers. Seller has conducted an independent evaluation of the Securities to determine whether to enter into this letter agreement and, notwithstanding the absence of access by Seller to the Non-Public Information known by Purchasers, Seller is desirous of entering into this letter agreement and consummating the transactions contemplated hereby. Seller, because of, among other things, its business and financial experience, is capable of evaluating the merits and risks of the transactions contemplated by this letter agreement and of protecting its own interests in connection with this letter agreement.

4. Each Purchaser hereby represents and warrants to Seller as of the date hereof and as of the Closing as follows: (i) Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) Purchaser has all requisite power and authority to execute and deliver this letter agreement and to consummate the transactions described herein, (iii) the execution and delivery by Purchaser of this letter agreement and the performance by Purchaser of its obligations hereunder have been duly authorized by all requisite action on the part of Purchaser and no other proceedings on the part of Purchaser are necessary to authorize the execution and delivery of this letter agreement and the consummation of the transactions contemplated hereby, (iv) this letter agreement has been duly executed and delivered by Purchaser and assuming due authorization, execution and delivery of this letter agreement by Seller constitutes a valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms except (x) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (y) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, and (v) the execution and delivery of this letter agreement and the performance by Purchaser of its obligations hereunder will not (x) violate or breach any provision of Purchaser's organizational or governing documents, (y) violate or breach any statute, law, rule, regulation or order by which Purchaser or any of its properties may be bound or (z) breach, or result in a default under, any contract to which Purchaser is a party or by which Purchaser or any of its properties may be bound. Each Purchaser further acknowledges that the Securities, when transferred, may be deemed restricted securities under applicable federal securities laws and thus subsequent transfer by the Purchasers may be limited under applicable rules promulgated thereunder.

5. Each Purchaser acknowledges that Seller (a) possesses or may possess Non-Public Information that may or may not be known by Purchaser which may constitute material information with respect to the foregoing, and (b) is relying on this letter agreement and would not enter into a transaction to sell the Securities to Purchaser absent this letter agreement. Each Purchaser agrees to purchase the Seller's Securities from Seller notwithstanding that it is aware that such Non-Public Information may exist and that Seller may not have disclosed all Non-Public Information to it. Each Purchaser acknowledges that it is a sophisticated purchaser with respect to the purchase and sale of securities such as the Securities and that Seller has no obligations to Purchaser to disclose such Non-Public Information and that if the Non-Public Information were fully disclosed to Purchaser, the Non-Public Information could foreseeably affect Purchaser's willingness to enter into this letter agreement and the price that Purchaser would be willing to pay to purchase the Securities. Moreover, such Non-Public Information may indicate that the value of the Securities is substantially lower or higher than the Purchase Price. Additionally, each Purchaser acknowledges that it has adequate information concerning the Securities, and the business and financial condition of the Company and its affiliates, to make an informed decision regarding the purchase of the Securities, and has independently and without reliance upon Seller, and based upon such information as the Purchaser has deemed appropriate, made its own analysis and decision to purchase the Securities from Seller. Each Purchaser is experienced, sophisticated and knowledgeable in the trading of securities and other instruments of private and public companies and understands the disadvantage to which it may be subject on account of any disparity of the access to, and possession of, such Non-Public Information between Purchaser and Seller. Each Purchaser has conducted an independent evaluation of the Securities to determine whether to enter into this letter agreement and, notwithstanding the absence of access by Purchaser to the Non-Public Information known by Seller, Purchaser is desirous of entering into this letter agreement and consummating the transactions contemplated hereby. Each Purchaser, because of, among other things, its business and financial experience, is capable of evaluating the merits and risks of the transactions contemplated by this letter agreement and of protecting its own interests in connection with this letter agreement.

6. Seller does for itself and its respective successors and/or assigns, hereby irrevocably forever releases, discharges and waives any and all claims, rights, causes of action, suits, obligations, debts, demands, liabilities, controversies, costs, expenses, fees, or damages of any kind (including, but not limited to, any and all claims alleging violations of federal or state securities laws, common-law fraud or deceit, breach of fiduciary duty, negligence or otherwise), whether directly, derivatively, representatively or in any other capacity, against each Purchaser or any of its respective affiliates, including, without limitation, any and all of their present and/or past directors, officers, members, partners, employees, fiduciaries, agents or accounts under management, and their respective successors and assigns (collectively, the "Purchaser Released Parties"), arising on or prior to the date hereof, which are based upon, arise from or in any way relate to or involve, directly or indirectly, Purchaser's failure to disclose all or any portion of the Non-Public Information known by it to Seller in connection with the transfer of the Securities by Seller to Purchaser. Seller also agrees that it shall not institute or maintain any cause of action, suit, complaint or other proceeding against any of the Purchaser Released Parties as a result of such Purchaser Released Parties' failure to disclose fully such Non-Public Information to Seller or otherwise in connection with this letter agreement.

7. Each Purchaser does for itself and its respective successors and/or assigns, hereby irrevocably forever releases, discharges and waives any and all claims, rights, causes of action, suits, obligations, debts, demands, liabilities, controversies, costs, expenses, fees, or damages of any kind (including, but not limited to, any and all claims alleging violations of federal or state securities laws, common-law fraud or deceit, breach of fiduciary duty, negligence or otherwise), whether directly, derivatively, representatively or in any other capacity, against the Seller or any of its respective affiliates, including, without limitation, any and all of their present and/or past directors, officers, members, partners, employees, fiduciaries, agents or accounts under management, and their respective successors and assigns (collectively, the "Seller Released Parties"), arising on or prior to the date hereof, which are based upon, arise from or in any way relate to or involve, directly or indirectly, Seller's failure to disclose all or any portion of the Non-Public Information known by it to Purchaser in connection with the transfer of the Securities by Seller to Purchaser. Each Purchaser also agrees that it shall not institute or maintain any cause of action, suit, complaint or other proceeding against any of the Seller Released Parties as a result of such Seller Released Parties' failure to disclose fully such Non-Public Information to Purchaser or otherwise in connection with this letter agreement.

8. Seller and each Purchaser agrees that this letter agreement, including, without limitation, the representations, warranties, agreements, waivers, releases, acceptances and acknowledgments contained herein, shall be binding upon and inure to the benefit of Purchasers and Seller and their respective successors and assigns, and shall survive the execution and delivery of this letter agreement and the consummation of the sale of Seller's Securities to Purchasers.

9. This letter agreement constitutes the entire agreement between the parties, supersedes any prior agreements and understandings, written or oral, between the parties with respect to the subject matter of the agreement, and contains the only representations or warranties on which the parties are entitled to rely.

10. This letter agreement may be executed in counterparts.

11. This letter agreement shall be construed in accordance with the laws of the State of New York and the parties agree to and accept the exclusive jurisdiction of the courts of appropriate jurisdiction sitting in the Borough of Manhattan, City of New York, New York with respect to any action relating to this letter agreement.

Please indicate your acknowledgment and agreement to the foregoing by signing below where indicated.

SELLER:

COPPERSMITH CAPITAL MANAGEMENT, LLC

By: /s/ Jerome J. Lande

Name: Jerome J. Lande

Title: Managing Member

**ACKNOWLEDGED AND AGREED
AS OF THE DATE FIRST WRITTEN ABOVE:**

PURCHASERS (SET FORTH ON SCHEDULE A HERETO):

By: SCOPIA CAPITAL MANAGEMENT LP
As Investment Manager to Highmark Limited, in respect of its Segregated Account
Highmark US Equities 1

By: /s/ Aaron Morse
Name: Aaron Morse
Title: Chief Operating Officer

By: SCOPIA CAPITAL GP LLC
As Managing Member or General Partner, as applicable, of the funds listed on Schedule A hereto

By: /s/ Aaron Morse
Name: Aaron Morse
Title: Vice President

SCHEDULE A

Purchasers:

Scopia Partners LLC (1)(3)
Scopia International Master Fund LP (2)(3)
Scopia PX LLC (1)(3)
Scopia Long LLC (1)(3)
Scopia PX International Master Fund LP (2)(3)
Scopia Windmill Fund LP (2)(3)
Scopia LB LLC (1)(3)
Scopia LB International Master Fund LP (2)(3)
Scopia Long International Master Fund LP (2)(3)
Scopia Health Care LLC (1)(3)
Scopia Health Care International Master Fund LP (2)(3)
Scopia Long QP LLC (1) (3)
Highmark Limited, in respect of its Segregated Account Highmark US Equities 1 (3)

- (1) Scopia Capital GP LLC serves as Managing Member.
 - (2) Scopia Capital GP LLC serves as General Partner.
 - (3) Scopia Capital Management LP serves as Investment Manager.
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SCHEDULE B

Purchase Account Information

Seller Wire Transfer Instructions

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including additional amendments thereto) with respect to the Common Stock, par value \$0.01 per share, of CONMED Corporation, a New York corporation. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: January 27, 2016

SCOPIA CAPITAL MANAGEMENT LP

By: Scopia Management, Inc.
General Partner

By: /s/ Matthew Sirovich
Name: Matthew Sirovich
Title: Managing Director

SCOPIA MANAGEMENT, INC.

By: /s/ Matthew Sirovich
Name: Matthew Sirovich
Title: Managing Director

/s/ Matthew Sirovich
MATTHEW SIROVICH

/s/ Jeremy Mindich
JEREMY MINDICH