

Cardo Medical, Inc.
Form PRER14C
April 11, 2011

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON D.C. 20549
SCHEDULE 14C
(Rule 14c-101)
INFORMATION REQUIRED IN INFORMATION STATEMENT
SCHEDULE 14C INFORMATION
Information Statement Pursuant to Section 14(c)
of the Securities Exchange Act of 1934
(Amendment No. 2)**

Check the appropriate box:

- Preliminary Information Statement.
- Confidential, for Use of the Commission Only (as permitted by Rule 14c-5(d)(2)).**
- Definitive Information Statement.

CARDO MEDICAL, INC.

(Name of Registrant as Specified In Its Charter)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14c-5(g) and 0-11.
 - (1) Title of each class of securities to which transaction applies:

 - (2) Aggregate number of securities to which transaction applies:

 - (3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined): The proposed maximum value of the transaction was based upon \$14,660,000 in cash. The filing fee was determined by multiplying the proposed maximum value of the transaction by .0002.

 - (4) Proposed maximum aggregate value of transaction: \$14,660,000

 - (5) Total fee paid: \$2,932

- Fee paid previously with preliminary materials.
- Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

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[], 2011

Dear Stockholder:

We are furnishing this Information Statement to the stockholders of Cardo Medical, Inc., a Delaware corporation (Cardo Medical), in connection with the sale of substantially all of the assets of Cardo Medical and its wholly owned subsidiary, Cardo Medical, LLC, consisting of all of the assets of Cardo Medical s joint arthroplasty division (which we refer to as our Reconstructive Division), to Arthrex, Inc. (Arthrex), pursuant to an asset purchase agreement dated as of January 24, 2011. Immediately following the closing of the transaction and pursuant to the terms of the asset purchase agreement, Cardo Medical will file an amendment to its Certificate of Incorporation to change its name to Tiger X Medical, Inc. A copy of the asset purchase agreement and the form of an amendment to the Certificate of Incorporation is included as Appendix A and B, respectively, to the enclosed Information Statement.

The asset purchase agreement, the transactions contemplated thereby, and the name change have been approved by Cardo Medical s Board of Directors. As permitted by Delaware law and our Certificate of Incorporation, Cardo Medical has received a written consent from the majority stockholders of Cardo Medical approving the asset purchase agreement, the transactions contemplated thereby, and the name change.

ACCORDINGLY, STOCKHOLDERS ARE NOT BEING ASKED FOR PROXIES TO VOTE THEIR SHARES WITH RESPECT TO THE ASSET PURCHASE AGREEMENT, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE NAME CHANGE. NO PROXY CARD HAS BEEN ENCLOSED WITH THIS INFORMATION STATEMENT AND NO MEETING OF STOCKHOLDERS WILL BE HELD TO CONSIDER THE ASSET PURCHASE AGREEMENT, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE NAME CHANGE.

The sale of assets described in the enclosed Information Statement will not become effective until at least 20 calendar days following the date of mailing of the enclosed Information Statement to our stockholders.

WE ARE NOT ASKING YOU FOR A PROXY AND YOU ARE REQUESTED NOT TO SEND US A PROXY.

The enclosed Information Statement is being provided to you pursuant to Rule 14c-2 under the Securities Exchange Act of 1934, as amended, and Delaware law. It contains a description of the asset purchase agreement, the transactions contemplated thereby, and the name change. We encourage you to read the Information Statement, including Appendix A, B, and C thoroughly. You may also obtain information about us from publicly available documents filed with the Securities and Exchange Commission.

Sincerely,

Andrew A. Brooks, M.D.

Chairman of the Board and Chief Executive Officer

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CARDO MEDICAL, INC.
7625 Hayvenhurst Avenue, Suite 49, Van Nuys, California 91406

**NOTICE OF ADOPTION AND APPROVAL OF ARTHREX ASSET PURCHASE AGREEMENT,
AND AMENDMENT TO CERTIFICATE OF INCORPORATION
BY WRITTEN CONSENT OF STOCKHOLDERS**

[], 2011

To the Stockholders of Cardo Medical, Inc.:

NOTICE IS HEREBY GIVEN, pursuant to Section 228 of the General Corporation Law of the State of Delaware (Delaware Law) that, on January 24, 2011, the holders of a majority of the outstanding shares of Cardo Medical, Inc., a Delaware corporation (we, us or Cardo Medical), entitled to vote thereon, acting by written consent without a meeting of stockholders, took the following action:

- (1) authorized, adopted and approved the execution, delivery and performance of an asset purchase agreement, dated January 24, 2011, by and among Cardo Medical, our wholly owned subsidiary, Cardo Medical, LLC, a Delaware limited liability company, and Arthrex, Inc., a Delaware corporation (Arthrex), and approved the transactions contemplated thereby, and
- (2) approved the filing of an amendment to Cardo Medical's Certificate of Incorporation to change its name to Tiger X Medical, Inc. immediately after the closing of the asset sale.

Pursuant to the asset purchase agreement (which we refer to as the Arthrex Asset Purchase Agreement), we will sell substantially all of our assets, consisting of all of the assets of our joint arthroplasty division (which we refer to as our Reconstructive Division), to Arthrex in exchange for cash consideration of \$9,960,000 plus the value of our inventory and property, plant and equipment relating to our Reconstructive Division calculated as of the closing date, the assumption by Arthrex of certain executory liabilities of the Company under contracts being assumed by Arthrex, and the payment of a royalty equal to 5% of net sales of our Reconstructive Division products acquired pursuant to the Arthrex Asset Purchase Agreement, to be paid in cash on a quarterly basis for a term up to and including the 20th anniversary of the closing date. We estimate the value of our inventory and property, plant and equipment relating to our Reconstructive Division as of the closing date will be approximately \$4.7 million. Immediately after the closing of the transaction and pursuant to the terms of the Arthrex Asset Purchase Agreement, we will file an amendment to our Certificate of Incorporation to change our name to Tiger X Medical, Inc.

As permitted by Delaware Law, no meeting of stockholders of Cardo Medical is being held to vote on the approval of the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, or the name change because such transactions have been approved by the requisite stockholders in an action by written consent of the stockholders of Cardo Medical. The terms and conditions of the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the name change are described in detail in the enclosed Information Statement.

By Order of the Board of Directors,

Joshua B. Weingard

Chief Legal Officer and Corporate Secretary

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**CARDO MEDICAL, INC.
INFORMATION STATEMENT**

Introduction

This Information Statement is being furnished to the stockholders of Cardo Medical, Inc., a Delaware corporation (Cardo Medical), in connection with the prior approval of our Board of Directors of, and receipt of approval by written consent of the majority stockholders of Cardo Medical for, (1) the sale of substantially all of Cardo Medical's assets, consisting of all of the assets of our joint arthroplasty division (which we refer to as our Reconstructive Division), to Arthrex, Inc. (Arthrex) (the Arthrex Asset Sale), and (2) immediately after the closing of the Arthrex Asset Sale, an amendment to Cardo Medical's Certificate of Incorporation to change its name to Tiger X Medical, Inc. (the Name Change). The Arthrex Asset Sale will be effective pursuant to the Asset Purchase Agreement, dated as of January 24, 2011, by and among Cardo Medical, our wholly owned subsidiary, Cardo Medical, LLC, a Delaware limited liability company (Cardo LLC), and Arthrex (the Arthrex Asset Purchase Agreement). A copy of the Arthrex Asset Purchase Agreement and a form of the amendment to the Certificate of Incorporation is included as Appendix A and B, respectively, to the enclosed Information Statement.

The Board of Directors believes that the approval and consummation of the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change are in the best interest of Cardo Medical. Accordingly, on January 24, 2011, the Board of Directors approved the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change and directed that these items be presented to the stockholders of Cardo Medical holding a majority of the issued and outstanding shares of Cardo Medical's common stock.

Under Delaware law and our Certificate of Incorporation, the affirmative vote of a majority of the issued and outstanding shares of Cardo Medical's Common Stock, par value \$0.001 per share (Common Stock), as of the close of business on January 24, 2011, the record date, is required to approve the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change. Under our Certificate of Incorporation, each share of Common Stock is entitled to one vote per share. As of January 24, 2011, there were issued and outstanding 230,293,141 shares of Common Stock. As permitted by the Delaware General Corporation Law, on January 24, 2011, Cardo Medical received a written consent in lieu of a meeting of stockholders from holders of 133,689,430 shares of Common Stock representing 58% of the total issued and outstanding shares of voting stock of Cardo Medical approving the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change.

WE ARE NOT ASKING YOU FOR A PROXY AND YOU ARE REQUESTED NOT TO SEND US A PROXY. NO PROXY CARD HAS BEEN ENCLOSED AND NO MEETING OF STOCKHOLDERS WILL BE HELD TO CONSIDER THE ARTHREX ASSET PURCHASE AGREEMENT, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE NAME CHANGE.

The Arthrex Asset Sale will not become effective until at least 20 calendar days following the date of mailing of this Information Statement to our stockholders. The Name Change will not become effective until the closing of the Arthrex Asset Sale.

This Information Statement is furnished for the purposes of informing stockholders, in the manner required under the Securities Exchange Act of 1934, as amended, and under Delaware law, of the Arthrex Asset Sale and the Name Change before they are consummated and the taking of action by a majority of the stockholders of Cardo Medical by written consent. This Information Statement is first being mailed on or about [], 2011 to holders of record of Common Stock as of the close of business on January 24, 2011.

THE INFORMATION IN THIS INFORMATION STATEMENT REGARDING ARTHREX HAS BEEN SUPPLIED BY ARTHREX.

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SUMMARY

This Information Statement is being furnished to the stockholders of Cardo Medical, Inc. (Cardo Medical), a Delaware corporation, in connection with the prior approval by our Board of Directors, and receipt of approval by written consent of our majority stockholders, for (1) the Arthrex Asset Sale, which is the sale of substantially all of our assets, consisting of all of the assets of our Reconstructive Division, to Arthrex, pursuant to the Arthrex Asset Purchase Agreement, and (2) immediately after the closing of the Arthrex Asset Sale, the Name Change, which is an amendment to our Certificate of Incorporation to change our name to Tiger X Medical, Inc. The terms we, our, Cardo, and the Company in this Information Statement refer collectively to Cardo Medical, Inc. and Cardo Medical, LLC, unless the context requires reference to Cardo Medical only. References to you are to the stockholders of Cardo Medical, Inc.

The summary that follows highlights selected information contained elsewhere in this Information Statement. It may not contain all of the information that is important to you. To fully understand the Arthrex Asset Sale and the Name Change, and for a more complete description of the Arthrex Asset Sale and the Name Change, and related matters, you should carefully read this Information Statement in its entirety, including the Arthrex Asset Purchase Agreement, the form of an amendment to the Certificate of Incorporation, and the fairness opinion included as Appendix A, B, and C, respectively.

Parties To The Arthrex Asset Sale

Cardo Medical, Inc. (see page 14)

7625 Hayvenhurst Avenue
Suite 49

Van Nuys, California 91406

(818) 780-6677

www.cardomedical.com (The information contained on the Company's website shall not be deemed part of this Information Statement.)

Cardo Medical, Inc., a Delaware corporation, is an orthopedic medical device company specializing in designing, developing and marketing high performance reconstructive joint devices and spinal surgical devices.

Cardo Medical, LLC (see page 14)

7625 Hayvenhurst Avenue
Suite 49

Van Nuys, California 91406

(818) 780-6677

Cardo Medical, LLC, a Delaware corporation, is a wholly owned subsidiary of the Company.

Arthrex, Inc. (see page 14)

1370 Creekside Boulevard
Naples, Florida 34108

(239) 643-5553

www.arthrex.com (The information contained on Arthrex's website shall not be deemed part of this Information Statement.)

Arthrex, Inc., a Delaware corporation, is a privately held corporation committed to providing the finest quality products and educational services to meet the special needs of orthopaedic surgeons and their patients.

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The Arthrex Asset Sale (see page 13)

On January 24, 2011, our Board of Directors at a special meeting adopted and approved the Arthrex Asset Purchase Agreement and the transactions contemplated thereby. Pursuant to the Arthrex Asset Purchase Agreement, we intend to sell and Arthrex intends to purchase substantially all of the Company's assets, consisting of all of the assets of our Reconstructive Division. We will sell substantially all of our assets to Arthrex in exchange for cash consideration of \$9,960,000 plus the value of our inventory and property, plant and equipment relating to our Reconstructive division calculated as of the closing date, the assumption by Arthrex of certain executory liabilities of the Company under contracts being assumed by Arthrex, and the payment of a royalty equal to 5% of net sales of our Reconstructive Division products being acquired pursuant to the Arthrex Asset Purchase Agreement, to be paid in cash on a quarterly basis for a term up to and including the 20th anniversary of the closing date. Following the execution of the Arthrex Asset Purchase Agreement, we received a \$250,000 deposit from Arthrex to be credited against the cash consideration due at closing. From the cash consideration paid at closing, \$900,000 will be deposited with an escrow agent for a period of twelve months from the closing date to be used for any adjustments to the value of our inventory and property, plant and equipment relating to our Reconstructive Division and for post closing indemnification claims which may be asserted by Arthrex with respect to losses, damages, costs, expenses, suits, actions or obligations related to unassumed liabilities and payment of certain taxes. We estimate that the value of our inventory and property, plant and equipment relating to our Reconstructive Division as of the closing date will be approximately \$4.7 million. The assets excluded from the Arthrex Asset Sale include the assets of our spine division, which we refer to as our Spine Division, cash and cash equivalents, all receivables and accounts receivable, prepaid items and deposits, and real property leases and leasehold improvements.

If the proposed Arthrex Asset Sale is consummated:

The Company will continue to be a public company;

The Company intends to sell the Company's remaining assets in its Spine Division;

The Company's common stock will continue to trade on the OTC Bulletin Board; and

The Company will use the proceeds from the Arthrex Asset Sale to pay: (i) accrued salaries and payroll taxes, (ii) sums due to certain creditors, (iii) transaction expenses, and (iv) working capital purposes.

Reasons For The Arthrex Asset Sale (see page 17)

On October 7, 2010, the Company's management and Board of Directors decided to put substantially all of its assets up for sale. The Company decided to put up for sale the assets of its Reconstructive Division and Spine Division primarily because it did not have sufficient working capital, and was not able to procure such financial resources through equity or debt financing, in order to fully execute a profitable sales strategy. The Board of Directors and management of the Company considered that based on the Company's losses from operations, negative cash flows from operations, accumulated deficit and limited cash to fund future operations, as well as its recent reduction in workforce, and its review of strategic and liquidity alternatives, it would be in the Company's best interest to sell substantially all of the Company's assets at a fair price. Specifically, at the time of this determination by the Company's management and the Board of Directors to put substantially all of its assets up for sale, the Company had recorded net losses of approximately \$5.1 million and \$5.7 million, respectively for the years ended December 31, 2009 and 2008. For the nine months ended September 30, 2010 and 2009, the Company recorded losses of approximately \$11.1 million and \$3.8 million, respectively. For the years ended December 31, 2009 and 2008, the Company's accumulated deficit totaled approximately \$11.2 million and \$6.1 million, respectively. For the nine months ended September 30, 2010 and 2009, the Company accumulated deficit totaled approximately \$22.2 million and \$9.9 million, respectively. The Company had also received a going concern opinion from its independent auditors for the years ended December 31, 2009 and 2008. As a result, the Board of Directors and management decided that it was in the best interest of the Company to pursue a sale transaction for all of the assets of its Reconstructive Division to Arthrex.

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Opinion Of Inverness Advisors Regarding the Arthrex Asset Sale (see page 27)

On January 24, 2011, Inverness Advisors, a division of KEMA Partners LLC, our financial advisor (Inverness), rendered its oral opinion to our Board of Directors and subsequently confirmed in writing, that, as of that date, and based upon and subject to the various considerations, assumptions and limitations set forth in its opinion, the Consideration (as defined therein) to be received by Cardo and its affiliate Cardo Medical, LLC in the Arthrex Asset Sale was fair, from a financial point of view, to Cardo. The Arthrex Asset Sale is also referred to as the Transaction in this Information Statement.

The analyses undertaken and matters considered by Inverness in rendering its opinion are summarized in the section of this Information Statement entitled Opinion of Our Financial Advisor, and the full text of the written opinion of Inverness is attached to this Information Statement as Annex C. We encourage you to read the opinion carefully in its entirety for a complete description of the assumptions made, procedures followed, matters considered and limitations on the scope of the review undertaken by Inverness in rendering its opinion. The opinion was directed to our Board of Directors and does not constitute a recommendation by Inverness to our Board of Directors or any other person as to any matter relating to the Arthrex Asset Purchase Agreement or the Transaction.

The Name Change (see page 13)

On January 24, 2011, our Board of Directors at a special meeting adopted and approved, subject to the closing of the Arthrex Asset Sale, an amendment to our Certificate of Incorporation to change our name to Tiger X Medical, Inc. Pursuant to the terms of the Arthrex Asset Purchase Agreement, immediately after the closing, we are required to change our name, logos, trade dress, trade names, trademarks, service marks and the like to new names that are reasonably satisfactory to Arthrex and do not use the words Cardo or any variation thereof. The Name Change will not become effective until the closing of the Arthrex Asset Sale.

Approval of the Board of Directors and Stockholders Relating to the Arthrex Asset Sale (see page 13)

The Board of Directors of Cardo Medical, after careful consideration, has adopted and approved the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change and has recommended that Cardo Medical's stockholders vote for the adoption and approval of these items. Immediately following the execution of the Arthrex Asset Purchase Agreement on January 24, 2011, stockholders holding 58% of Cardo Medical's shares of common stock outstanding executed a written consent in lieu of a stockholders meeting approving the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change.

Use of Proceeds from Arthrex Asset Sale (see page 19)

The Arthrex Asset Purchase Agreement provides that, at closing, we will receive a total cash consideration of \$9,960,000 plus the value of our inventory and property, plant and equipment relating to our Reconstructive Division calculated as of the closing date. From the cash consideration paid at closing, \$900,000 will be deposited with an escrow agent for a period of twelve months from the closing date to be used for any adjustments to the value of the our inventory and property, plant and equipment relating to our Reconstructive Division and for post closing indemnification claims which may be asserted by Arthrex with respect to losses, damages, costs, expenses, suits, actions or obligations related to unassumed liabilities and payment of certain taxes. The Company anticipates that approximately \$2.5 million will be used to pay: (i) accrued salaries and payroll taxes, (ii) sums due to certain creditors, (iii) transaction expenses and (iv) working capital purposes. The payment of accrued salaries and payroll taxes will not involve the use of proceeds for payment of any accrued salaries, fees or payment of payroll taxes for the Company's officers and directors.

Table of Contents**Loans by Arthrex (see page 19)**

On March 18, 2011, we executed a Secured Promissory Note in favor of Arthrex, which we refer to as the Arthrex Note. Under the terms of the Arthrex Note, the \$250,000 deposit made by Arthrex on January 24, 2011 pursuant to the terms of the Arthrex Asset Purchase Agreement constituted an initial loan. Under the terms of the Arthrex Note, Arthrex agreed to (a) make a second loan to us of such amount to repay the indebtedness owed to Jon Brooks, the brother of the Company's Chairman and Chief Executive Officer, in the principal amount of \$300,000 plus all accrued and unpaid interest thereon, which we refer to as the Brooks Note, and the indebtedness owed to Earl Brien, M.D. in the principal amount of \$200,000 plus all accrued and unpaid interest thereon, which we refer to as the Brien Note, and (b) make additional advances within two business days of our written request; provided that in no event shall the aggregate principal amount loaned under the Arthrex Note at any time exceed \$1,250,000. Pursuant to the terms of the Arthrex Note, we received \$972,000 of additional proceeds from Arthrex and used \$522,000 of these proceeds to pay off the Brooks Note and the Brien Note, and utilized \$450,000 to pay for vendors of inventory. Pursuant to the Arthrex Note, we granted, pledged and assigned to Arthrex a security interest in all of our assets, which security interest ranked senior to and had priority over those held by all other creditors. As of April 4, 2011 prior to the consummation of the Altus Asset Sale, we had \$1,222,000 of outstanding borrowings due to Arthrex, consisting of the \$250,000 deposit and the \$972,000 borrowed under the Arthrex Note. Upon closing the Altus Asset Sale, \$250,000 out of the total outstanding borrowings due to Arthrex reverted back to a deposit under the Arthrex Asset Purchase Agreement and we used proceeds of \$972,000 from the Altus Asset Sale to pay off the borrowings due to Arthrex under the Arthrex Note. Upon such repayment, the liens on our assets in favor of Arthrex terminated.

Sale of Substantially All Assets in the Spine Division (see page 19)

On April 4, 2011, we entered into an Asset Purchase Agreement with Altus Partners, LLC, a Delaware limited liability company (Altus), pursuant to which we agreed to sell substantially all of the assets of our Spine Division consisting of assets used or held for use exclusively in connection with our spine surgical device business to Altus (the Altus Asset Sale) in exchange for cash consideration of \$3,000,000 (the Altus Asset Purchase Agreement). We closed the Altus Asset Sale simultaneously with signing the Altus Asset Purchase Agreement on April 4, 2011. Pursuant to the terms of the Altus Asset Purchase Agreement, we received \$2,700,000 of the purchase price at the closing and \$300,000 was deposited into escrow with an escrow agent for a period of 90 days from the closing date (assuming there are no disputes) to be used for any adjustments to the closing value of our inventory. The assets excluded from the Altus Asset Sale include the assets of our Reconstructive Division, cash, accounts receivable, real estate, leasehold interests, certain assets used or related to our spinal motion preservation business and any and all of our assets not used exclusively in the operation of our spinal surgical device business.

Use of Proceeds from Altus Asset Sale (see page 19)

Pursuant to the Altus Asset Purchase Agreement, the total cash consideration was \$3,000,000, of which we received \$2,700,000 at closing. From the total cash consideration, \$300,000 was deposited with an escrow agent for a period of 90 days from the closing date (assuming there are no disputes) to be used for any adjustments to the closing value of our inventory. Upon closing the Altus Asset Sale, \$250,000 out of the total outstanding borrowings due to Arthrex reverted back to a deposit under the Arthrex Asset Purchase Agreement and we used proceeds of \$972,000 from the Altus Asset Sale to pay off the borrowings due to Arthrex under the Arthrex Note. The Company anticipates that the remaining proceeds may, among other purposes, be used to pay: (i) accrued salaries and payroll taxes, (ii) sums due to certain creditors, (iii) transaction expenses and (iv) working capital purposes.

Approval of the Board of Directors and Stockholders Relating to the Altus Asset Sale (see page 13)

On January 24, 2011, the holders of a majority of our outstanding shares entitled to vote thereon, acting by written consent without a meeting of stockholders, authorized, as soon as practicable after the closing contemplated by the Arthrex Asset Purchase Agreement, that Cardo Medical sell all of the assets of its Spine Division on terms

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and conditions to be determined by our Board of Directors. Subsequent to the filing of our initial preliminary information statement on January 31, 2011, our Board of Directors determined it was in the best interests of the Company to enter into the Altus Asset Purchase Agreement and to consummate the Altus Asset Sale which we closed simultaneously on April 4, 2011. Our Board of Directors approved our entering into the Altus Asset Purchase Agreement and the consummation of the Altus Asset Sale. The Altus Asset Sale did not constitute a sale of substantially all of our assets under Delaware law and therefore we were not required to seek stockholder approval of the Altus Asset Sale. If we were to sell the remaining assets in our Spine Division in a future transaction and such sale constitutes a sale of substantially all of our assets under Delaware law, then at such time as the Board of Directors reviews and approves such transaction, we would seek the written consent of a majority of our stockholders and prepare and send a separate information statement to our stockholders providing the material information and terms of the specific sale of the remaining assets of our Spine Division at least 20 calendar days before its consummation.

Structure of the Company After the Arthrex Asset Sale (see page 20)

After completion of the Arthrex Asset Sale, the Company will hold:

cash and cash equivalents in the approximate amount of \$11.2 million, excluding \$900,000 held in escrow;

accounts receivable in the approximate amount of \$420,000; and

the limited liability company interests of Cardo Medical, LLC.

After the Arthrex Asset Sale, our ongoing operations will consist of the remaining assets in our Spine Division, the collection of accounts receivable, the collection of royalty payments pursuant to the terms of the Arthrex Asset Purchase Agreement, and the payment of any liabilities.

We currently contemplate that the members of our Board of Directors will continue to serve as directors and that our named executive officers, Messrs. Brooks, Kvitnitsky and Romine, will continue to serve as our Chief Executive Officer, Chief Operating Officer and Chief Financial Officer, respectively, following the sale of the Reconstructive Division. The Company, however, has the flexibility to make such changes to the composition of its Board of Directors and officers as it deems appropriate and necessary from a business perspective in accordance with the terms of its Certificate of Incorporation, Bylaws and the Nominating Committee Charter.

Consulting Agreements After The Arthrex Asset Sale (see page 20)

It is anticipated that Dr. Andrew Brooks, Michael Kvitnitsky, and Derrick Romine will each enter into a consulting agreement with Arthrex at or prior to the closing of the Arthrex Asset Sale. The consulting agreements for Messrs. Kvitnitsky and Romine have a term of three (3) months, which may be extended by mutual agreement of Arthrex and each of Messrs. Kvitnitsky and Romine, respectively. Mr. Kvitnitsky will receive monthly compensation of \$18,333.33 for consulting fees and \$1,783.33 for monthly benefits. Mr. Romine will receive monthly compensation of \$15,000.00 for consulting fees and \$1,550.00 for monthly benefits. Each consulting agreement provides that the consultant will not compete with Arthrex during the term of the agreement, will not disclose any confidential information of Arthrex and will assign any inventions to Arthrex that were created during the term of the consulting agreement and that relate to Arthrex's business or were created in connection with the consulting services or using Arthrex's property. The agreements permit the consultant to (i) continue as a consultant to, or director, officer or employee of, Cardo Medical and/or its subsidiaries in connection with the Spine Division Sale, provided that such involvement does not materially interfere with the performance of his duties under the consulting agreement, or (ii) own, directly or indirectly, any equity securities (including stock options) of Cardo Medical that he holds as of the date of the Arthrex Asset Purchase Agreement. The consulting agreement with Dr. Brooks will be on such terms as are mutually agreed upon by Dr. Brooks and Arthrex.

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Dissenters Rights (see page 34)

The stockholders of the Company are not entitled to seek dissenters or appraisal rights under Delaware law in connection with the Arthrex Asset Sale or Name Change.

Certain Federal Income Tax Consequences (see page 34)

The Arthrex Asset Sale will be treated by the Company as a taxable transaction for federal income tax purposes. It is anticipated that any gain resulting from the Arthrex Asset Sale will be offset against the Company's net operating loss carryforwards. However, utilization of these carryforwards generates an alternative minimum tax for federal income tax purposes. At this time, we are unable to determine the alternative tax liability generated due to the utilization of these carryforwards.

Accounting Treatment (see page 34)

Upon completion of the Arthrex Asset Sale, we will remove from our consolidated balance sheet all of the assets of our Reconstructive Division sold to Arthrex and will reflect therein the effect of the receipt and the use of the proceeds of the Arthrex Asset Sale. We will record a gain on the sale of assets to Arthrex equal to the difference between the purchase price received and the book value of the assets sold in our consolidated statement of operations.

Government Approval (see page 34)

Except for compliance with the applicable regulations of the Securities and Exchange Commission in connection with this Information Statement and of the Delaware General Corporation Law in connection with the Arthrex Asset Sale and the Name Change, we are not required to comply with any federal or state regulatory requirements, and no federal or state regulatory approvals are required in connection with the Arthrex Asset Sale or the Name Change.

Interests of the Continuing Stockholders (see page 36)

Following the Arthrex Asset Sale and the Name Change, the current stockholders of the Company will continue to own 100% of the outstanding common stock of the Company.

A NOTE ABOUT FORWARD-LOOKING STATEMENTS

This Information Statement contains certain forward-looking statements, including statements regarding our expectations, beliefs, goals, hopes, strategies, and the like. Such forward-looking statements involve known and unknown risks, uncertainties and other important factors that are subject to change at any time and from time to time and that could cause our actual results, performance or achievements to differ materially from our expectations of future results, performance or achievements expressed or implied by such forward-looking statements. Factors that could cause actual results or developments to differ materially from those described in or contemplated or implied by such forward-looking statements include, without limitation, the risk that the assumptions upon which the forward-looking statements are based ultimately may prove to be incorrect or incomplete, the ability of the companies to satisfy the conditions to the closing of the Arthrex Asset Sale and to consummate the Arthrex Asset Sale transaction, and unanticipated events that could impact the value of our inventory, property, plant and equipment relating to the assets of our Reconstructive Division and/or the royalty payments and as a result impact the closing consideration, as well as other risks and uncertainties that are described in our filings with the Securities and Exchange Commission. Although we believe that the expectations reflected in our forward-looking statements are reasonable, we cannot guarantee future events or results. Except as may be required under federal law, we undertake no obligation to update publicly any forward-looking statements for any reason, even if new information becomes available or other events occur.

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Summary Information In Question And Answer Format

The following information in question and answer format, summarizes many of the material terms of the Arthrex Asset Sale and the Name Change. For a complete description of the material terms of the Arthrex Asset Sale and the Name Change, you are advised to carefully read this entire Information Statement and the other documents referred to herein. The actual terms and conditions of the Arthrex Asset Sale are contained in the Arthrex Asset Purchase Agreement and the exhibits thereto. The Arthrex Asset Purchase Agreement is included as Appendix A to this Information Statement. The form of an amendment to our Certificate of Incorporation to effect the Name Change is included as Appendix B to this Information Statement. The fairness opinion is included as Appendix C to this Information Statement.

Q. Why Was There No Vote Required To Approve The Altus Asset Sale?

A. The Altus Asset Sale did not constitute a sale of substantially all of our assets under Delaware law and therefore we were not required to seek stockholder approval of the Altus Asset Sale. If we were to sell the remaining assets in our Spine Division in a future transaction and such sale constitutes a sale of substantially all of our assets under Delaware law, then at such time as the Board of Directors reviews and approves such transaction, we would seek the written consent of a majority of our stockholders and prepare and send a separate information statement to our stockholders providing the material information and terms of the specific sale of the remaining assets of our Spine Division at least 20 calendar days before its consummation.

Q. What Vote Is Required To Approve The Arthrex Asset Sale?

A. Approval of the Arthrex Asset Sale requires the affirmative vote of the holders of not less than a majority of Cardo Medical's issued and outstanding common stock entitled to vote thereon.

Q. What Vote Is Required To Approve The Name Change?

A. Approval of the Name Change requires the affirmative vote of the holders of not less than a majority of Cardo Medical's issued and outstanding common stock entitled to vote thereon.

Q. What Constitutes A Majority Of The Company's Outstanding Common Stock?

A. On January 24, 2011, the Company had 230,293,141 shares of Common Stock issued and outstanding and as a result 115,146,571 constitutes a majority of the shares of Common Stock issued and outstanding.

Q. Who Voted In Favor Of The Arthrex Asset Sale And The Name Change?

A. Dr. Andrew Brooks, Cardo Medical's Chairman of the Board and Chief Executive Officer, Mikhail (Michael) Kvitnitsky, Cardo Medical's President, Chief Operating Officer and a director of Cardo Medical, Derrick Romine, Cardo Medical's Chief Financial Officer, Thomas Morgan, a director of Cardo Medical, indirectly through a trust and a limited liability company, Ronald Richards, a director of Cardo Medical, Steven D. Rubin, a director of Cardo Medical, Dr. Subbarao Uppaluri, a director of Cardo Medical, and Frost Gamma Investments Trust, a greater than 10% holder of our common stock, voted an aggregate of 133,689,430 shares in favor of the adoption and approval of the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change. Such shares represent 58% of the shares of common stock outstanding. Such individuals shall be referred to as the Majority Stockholders. See Voting Securities and Principal Holders Thereof at page 34.

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Q. Will the Stockholders that Voted In Favor Of The Arthrex Asset Purchase Agreement and the Name Change Have Any Relationship With Arthrex Following The Closing Of The Arthrex Asset Sale?

A. Yes. It is anticipated that Dr. Andrew Brooks, Michael Kvitnitsky, and Derrick Romine will each enter into a consulting agreement with Arthrex following the closing of the Arthrex Asset Sale. The consulting agreements for Messrs. Kvitnitsky and Romine have a term of three (3) months, which may be extended by mutual agreement of Arthrex and the consultant thereunder. Mr. Kvitnitsky will receive monthly compensation of \$18,333.33 for consulting fees and \$1,783.33 for monthly benefits. Mr. Romine will receive monthly compensation of \$15,000.00 for consulting fees and \$1,550.00 for monthly benefits. Each consulting agreement provides that the consultant will not compete with Arthrex during the term of the agreement, will not disclose any confidential information of Arthrex and will assign any inventions to Arthrex that were created during the term of the consulting agreement and that relate to Arthrex's business or were created in connection with the consulting services or using Arthrex's property. The agreements permit the consultant to (i) continue as a consultant to, or director, officer or employee of, Cardo Medical and/or its subsidiaries in connection with the sale of assets of our Spine Division, provided that such involvement does not materially interfere with the performance of his duties under the consulting agreement, or (ii) own, directly or indirectly, any equity securities (including stock options) of Cardo Medical that he holds as of the date of the Arthrex Asset Purchase Agreement. The consulting agreement with Dr. Brooks will be on such terms as are mutually agreed upon by Dr. Brooks and Arthrex.

Q. Why Isn't The Company Holding A Stockholders Meeting To Vote On The Arthrex Asset Purchase Agreement, The Transactions Contemplated Thereby, And The Name Change?

A. In order to lawfully close on the proposed Arthrex Asset Sale and effect the Name Change, Delaware law requires that a majority of shares of Common Stock issued and outstanding vote in favor of the adoption and approval of the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change. The stockholders voting in favor of the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change represent 58% of the shares outstanding, or a majority of the outstanding shares. Therefore, management concluded that because approving a transaction by the written consent of stockholders can be accomplished quicker than distributing a notice of meeting and proxy statement, and conducting a stockholders meeting, management and the Board of Directors decided not to conduct a meeting of stockholders. Instead, promptly following the execution of the Arthrex Asset Purchase Agreement, stockholders owning approximately 58% of the shares signed a written consent approving the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change.

Q. What Are The Terms Of The Arthrex Asset Purchase Agreement?

A. On January 24, 2011, our Board of Directors at a special meeting, adopted and approved the Arthrex Asset Purchase Agreement, a copy of which is included as Appendix A to this Information Statement, pursuant to which we intend to sell, and Arthrex intends to purchase, substantially all of our assets, consisting of all of the assets of our Reconstructive Division. Pursuant to the Arthrex Asset Purchase Agreement, we will sell substantially all of our assets to Arthrex in exchange for cash consideration of \$9,960,000 plus the value of our inventory and property, plant and equipment relating to our Reconstructive Division calculated as of the closing date, the assumption by Arthrex of certain executory liabilities of the Company under contracts being assumed by Arthrex, and the payment of a royalty equal to 5% of net sales of our Reconstructive Division products acquired pursuant to the Arthrex Asset Purchase Agreement, to be paid in cash on a quarterly basis for a term up to and including the 20th anniversary of the closing date. Following the execution of the Arthrex Asset Purchase Agreement, we received a \$250,000 deposit from Arthrex to be credited against the cash consideration due at closing. From the cash consideration paid at closing, \$900,000 will be deposited with an escrow agent for a period of twelve months from the closing date to be used for any adjustments to the value of our inventory and property, plant and equipment relating to our

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Reconstructive Division and for post closing indemnification claims which may be asserted by Arthrex with respect to losses, damages, costs, expenses, suits, actions or obligations related to unassumed liabilities and payment of certain taxes. We estimate the value of our inventory and property, plant and equipment relating to our Reconstructive Division as of the closing date will be approximately \$4.7 million. The assets excluded from the Arthrex Asset Sale include the assets of our Spine Division, cash and cash equivalents, all receivables and accounts receivable, prepaid items and deposits, and real property leases and leasehold improvements.

Q. Why Is The Company Selling Its Assets?

A. On October 7, 2010, the Company's management and Board of Directors decided to put substantially all of its assets up for sale. The Company decided to put up for sale the assets of its Reconstructive Division and Spine Division primarily because it did not have sufficient working capital, and was not able to procure such financial resources through equity or debt financing, in order to fully execute a profitable sales strategy. The Board of Directors and management of the Company considered that based on the Company's losses from operations, negative cash flows from operations, accumulated deficit and limited cash to fund future operations, as well as its recent reduction in workforce, and its review of strategic and liquidity alternatives, it would be in the Company's best interest to sell substantially all of the Company's assets at a fair price. Specifically, at the time of this determination by the Company's management and the Board of Directors to put substantially all of its assets up for sale, the Company had recorded net losses of approximately \$5.1 million and \$5.7 million, respectively for the years ended December 31, 2009 and 2008. For the nine months ended September 30, 2010 and 2009, the Company recorded losses of approximately \$11.1 million and \$3.8 million, respectively. For the years ended December 31, 2009 and 2008, the Company's accumulated deficit totaled approximately \$11.2 million and \$6.1 million, respectively. For the nine months ended September 30, 2010 and 2009, the Company accumulated deficit totaled approximately \$22.2 million and \$9.9 million, respectively. The Company had also received a going concern opinion from its independent auditors for the years ended December 31, 2009 and 2008. As a result, the Board of Directors and management decided that it was in the best interest of the Company to pursue a sale transaction for all of the assets of its Reconstructive Division to Arthrex.

Q. Why Is The Company Changing Its Name?

A. Pursuant to the terms of the Arthrex Asset Purchase Agreement, immediately after the closing of the Arthrex Asset Sale, we are required to change our name, logos, trade dress, trade names, trademarks, service marks and the like to new names that are reasonably satisfactory to Arthrex and do not use the words "Cardo" or any variation thereof, except in connection with (i) satisfaction of certain obligations under the Arthrex Asset Purchase Agreement, (ii) collection of certain receivables, and (iii) the administration and sale of existing contracts and other existing rights related to assets not purchased by Arthrex for the period of time following closing until the sale of such assets. Immediately after the closing of the Arthrex Asset Sale, we will file an amendment to our Certificate of Incorporation to change our name to Tiger X Medical, Inc. A copy of the form of an amendment to our Certificate of Incorporation to effect the Name Change is included as Appendix B to this Information Statement. The Name Change will not become effective until the closing of the Arthrex Asset Sale.

Q. What Will Happen To The Company After The Arthrex Asset Sale?

A. Following the Arthrex Asset Sale,

The Company will continue to be a public company;

The Company intends to sell the Company's remaining assets in its Spine Division;

The Company's common stock will continue to trade on the OTC Bulletin Board; and

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The Company will use the proceeds from the Arthrex Asset Sale to pay: (i) accrued salaries and payroll taxes, (ii) sums due to certain creditors, (iii) transaction expenses, and (iv) working capital purposes.

Q. What Steps Has The Board Of Directors Taken To Assure That The Price To Be Paid By Arthrex Is Fair To The Public Stockholders?

A. The Board of Directors engaged Inverness Advisors to review the Arthrex Asset Sale. On January 24, 2011, Inverness Advisors issued a fairness opinion to the effect that the consideration to be received by the Company in the Arthrex Asset Sale is fair to the Company from a financial point of view.

Q. What Factors Were Considered By Management And The Board Of Directors In Deciding To Sell Substantially All Of The Company's Assets?

Management and the Board of Directors considered a number of factors before deciding to execute the Arthrex Asset Purchase Agreement, including but not limited to, the following:

the Company's losses from operations, negative cash flows from operations, accumulated deficit and limited cash to fund future operations, as well as its recent reduction in workforce;

the terms and conditions of the proposed Arthrex Asset Sale;

the belief that the offered purchase price by Arthrex, is the highest price that the Company will obtain for all of the assets of its Reconstructive Division; and

the fact that Arthrex offered a 5% royalty on future sales of Reconstructive Division products, providing the Company with potential future upside.

Q. How Is The Purchase Price For The Arthrex Asset Sale Being Financed By Arthrex?

A. Arthrex has advised the Company that the total amount of funds required to be delivered to the Company at closing will be funded from Arthrex's cash on hand or cash from operations. See Information About Arthrex.

Q. What Rights Do Stockholders Have To Dissent From The Arthrex Asset Sale And The Name Change?

A. The stockholders of the Company do not have the right to seek the appraisal of their shares under Delaware law.

Q. What Are The Conditions Of The Arthrex Asset Sale?

A. The following list includes what the Board of Directors and Management believe are the material conditions to the Arthrex Asset Sale, all of which must be satisfied at the time of the closing. In view of the fact that interpretations of materiality can be subjective, the list is qualified by reference to the Arthrex Asset Purchase Agreement which is attached as Appendix A to this Information Statement. You are urged to carefully read this entire document including the Arthrex Asset Purchase Agreement.

at least 20 calendar days will have passed since an Information Statement pursuant to Rule 14c-2 under the Exchange Act has been filed with the SEC and transmitted to every stockholder of the Company from whom proxy authorization or consent is not solicited;

delivery of payoff and release letters from the holders of the Company's indebtedness to Arthrex;

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delivery of evidence reasonably satisfactory to Arthrex of the satisfaction and release of all liens encumbering the purchased assets;

execution and delivery of consulting or employment agreements by each of Andrew Brooks, Brett Cassidy, Derrick Romine, Michael Kvitnitsky and John Kuczynski;

there are no legal restraints making the transactions contemplated by the Arthrex Asset Purchase Agreement illegal, or otherwise restraining, prohibiting or materially delaying consummation of the transactions;

certain material consents required for the consummation of the Asset Purchase shall have been obtained; and

the respective representations and warranties made in the Arthrex Asset Purchase Agreement by each of the parties to the Arthrex Asset Purchase Agreement shall be true and correct.

Q. What Are The Income Tax Consequences Of The Arthrex Asset Sale?

A. The Arthrex Asset Sale will be treated by the Company as a taxable transaction for federal income tax purposes. It is anticipated that any gain resulting from the Arthrex Asset Sale will be offset against the Company's net operating loss carryforwards. However, utilization of these carryforwards generates an alternative minimum tax for federal income tax purposes. At this time, we cannot determine the alternative tax liability. See Certain Federal Income Tax Consequences.

Q. How Will The Arthrex Asset Sale Be Accounted For?

A. Upon completion of the Arthrex Asset Sale, we will remove from our consolidated balance sheet all of the assets of our Reconstructive Division sold to Arthrex and will reflect therein the effect of the receipt and the use of the proceeds of the Arthrex Asset Sale. We will record a gain on the sale of assets to Arthrex equal to the difference between the purchase price received and the book value of the assets sold in our consolidated statement of operations.

Q. Are Any Governmental Approvals Required In Connection With The Arthrex Asset Sale And The Name Change?

A. Except for compliance with the applicable regulations of the Securities and Exchange Commission in connection with this Information Statement and of the Delaware General Corporation Law in connection with the Arthrex Asset Sale and the Name Change, we are not required to comply with any federal or state regulatory requirements, and no federal or state regulatory approvals are required in connection with Arthrex Asset Sale or the Name Change.

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Approval of the Board of Directors and Stockholders

Our ability to sell substantially all of our assets without a meeting of our stockholders is authorized by Section 228 of the Delaware General Corporation Law. That section generally provides that a Delaware corporation may substitute for action on a matter by its stockholders at a meeting the written consent of the holders of outstanding shares of capital stock holding at least the minimum number of votes which would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the matter are present and voted. In accordance with this provision, we obtained the written consent in lieu of a meeting of stockholders representing a majority of the total issued and outstanding shares of voting stock of the Company approving the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change. As a result of the action of the majority of the Company's stockholders, we are not soliciting proxies, and there will be no further stockholder action on the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, or the Name Change.

Holders of record of the Company's Common Stock, are entitled to notice of the action taken by written consent approving the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change.

Under Delaware law and our Certificate of Incorporation, the affirmative vote of a majority of the issued and outstanding shares of the Company's Common Stock as of the close of business on January 24, 2011 is required to approve the Arthrex Asset Purchase Agreement and the transactions contemplated thereby, and the Name Change. Under our Certificate of Incorporation, each share of Common Stock is entitled to one vote per share. As of January 24, 2011, there were outstanding 230,293,141 shares of Common Stock. As permitted by the Delaware General Corporation Law, on January 24, 2011, the Company received a written consent in lieu of a meeting of stockholders from holders of 133,689,430 shares of Common Stock representing 58% of the total issued and outstanding shares of voting stock of the Company approving the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change.

The action by written consent approving the Arthrex Asset Purchase Agreement, the transactions contemplated thereby, and the Name Change was effective on January 24, 2011.

The Altus Asset Sale did not constitute a sale of substantially all of our assets under Delaware law and therefore we were not required to seek stockholder approval of the Altus Asset Sale. If we were to sell the remaining assets in our Spine Division in a future transaction and such sale constitutes a sale of substantially all of our assets under Delaware law, then at such time as the Board of Directors reviews and approves such transaction, we would seek the written consent of a majority of our stockholders and prepare and send a separate information statement to our stockholders providing the material information and terms of the specific sale of the remaining assets of our Spine Division at least 20 calendar days before its consummation.

The Arthrex Asset Sale

The terms and conditions of the Arthrex Asset Sale, which is the sale of substantially all of our assets, consisting of all of the assets of our Reconstructive Division, to Arthrex, are set forth in the Arthrex Asset Purchase Agreement, dated as of January 24, 2011. A copy of the Arthrex Asset Purchase Agreement, excluding the schedules thereto, is included as Appendix A to this Information Statement. The description in this Information Statement of the terms and conditions of the Arthrex Asset Sale and of the Arthrex Asset Purchase Agreement is a summary only and may not contain all of the information that is important to you. To fully understand the Arthrex Asset Sale and the terms of the Arthrex Asset Purchase Agreement, you should carefully read in its entirety the copy of the Arthrex Asset Purchase Agreement included as Appendix A.

The Name Change

Pursuant to the terms of the Arthrex Asset Purchase Agreement, immediately after the closing, we are required to change our name, logos, trade dress, trade names, trademarks, service marks and the like to new names that are reasonably satisfactory to Arthrex and do not use the words "Cardo" or any variation thereof, except in

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connection with (i) satisfaction of certain obligations under the Arthrex Asset Purchase Agreement, (ii) collection of certain receivables, and (iii) the administration and sale of existing contracts and other existing rights related to assets not purchased by Arthrex for the period of time following closing until the sale of such assets. Immediately after the closing of the Arthrex Asset Sale, we will file an amendment to our Certificate of Incorporation to change our name to Tiger X Medical, Inc.

Parties To The Arthrex Asset Sale

Information About Cardo Medical, Inc.

Cardo Medical, Inc.

7625 Hayvenhurst Avenue

Suite 49

Van Nuys, California 91406

(818) 780-6677

www.cardomedical.com (The information contained on the Company's website shall not be deemed part of this Information Statement.)

We are an orthopedic medical device company specializing in designing, developing and marketing high performance reconstructive joint devices and spinal surgical devices. Reconstructive joint devices are used to replace knee, hip and other joints that have deteriorated through disease or injury. Spinal surgical devices involve products to stabilize the spine for fusion and reconstructive procedures. Within these areas, we are focused on developing surgical devices, instrumentation and techniques that will enable surgeons to move what are typically inpatient surgical procedures to the outpatient world. We commercialize our reconstructive joint devices through our Reconstructive Division and our spine devices through our Spine Division. We launched and commenced sales of our first product in December 2006, which was a high performance unicompartamental knee replacement. We commenced sales of our other reconstructive products in 2007 and our spine products in 2008.

We are headquartered in Van Nuys, California. Our common stock is quoted on the National Association of Securities Dealers, Inc., Over-the-Counter Bulletin Board, under the trading symbol CDOM.OB.

Information About Cardo Medical, LLC

Cardo Medical, LLC

7625 Hayvenhurst Avenue

Suite 49

Van Nuys, California 91406

(818) 780-6677

Cardo Medical, LLC, a Delaware corporation, is a wholly owned subsidiary of the Company. The business of Cardo Medical, LLC is the same as the business of Cardo Medical, Inc., as described above.

Information About Arthrex, Inc.

Arthrex, Inc.

1370 Creekside Boulevard

Naples, Florida 34108

(239) 643-5553

www.arthrex.com (The information contained on Arthrex's website shall not be deemed part of this Information Statement.)

Arthrex, headquartered in Naples, Florida, is a worldwide leader in sports medicine product development and educational services for orthopaedic surgeons. Incorporated since 1984, Arthrex is a privately held corporation committed to providing the finest quality products and educational services to meet the special needs of orthopaedic

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surgeons and their patients. Arthrex has a focused dedication to creative product development and medical education with an experienced, devoted team of professionals who are truly committed to continuing this tradition. Over 5,000 products for arthroscopic and minimally invasive orthopaedic surgical procedures have been developed by Arthrex and are currently marketed worldwide. Arthrex's goal is to make technically demanding surgical procedures easier, safer and reproducible

Background Of The Arthrex Asset Sale

As discussed in our press release from October 7, 2010 announcing company-wide layoffs, we explored ways to raise additional capital during 2010 and were unsuccessful. As mentioned in the press release, we continued to seek alternative sources of capital, including the selling of some or all of our assets, as well as exploring strategic alliances.

As a result of our press release, representatives from Arthrex called Dr. Brooks to inquire about a potential sale of our assets. On October 15, 2010, Cardo Medical's management met with the management of Arthrex in Naples, Florida, for preliminary discussions, including an overview of our business and a product review.

During the week of October 18, 2010, we met with various investment banking firms, including Inverness Advisors, a division of KEMA Partners LLC (Inverness), to discuss the potential engagement of one of the firms as our financial advisor.

On October 19, 2010, our Board of Directors held a telephonic meeting during which the Board of Directors approved the engagement of Inverness on such terms as management deemed appropriate. On October 20, 2010, Inverness and members of our management initiated discussions regarding potential buyers, the sale process, transaction issues and market conditions.

On October 31, 2010, we engaged Inverness to provide investment banking services as we explored our strategic alternatives, including a sale of equity or assets.

Throughout October and November 2010, Inverness worked with potential parties interested in purchasing us, including both financial and strategic buyers. During this period, approximately 29 parties were contacted, either telephonically, by email or by both methods of communication. Of those contacted, ten parties expressed an interest in and executed mutual non-disclosure and confidentiality agreements (NDAs) and subsequently began the due diligence process.

On November 4, 2010, our Board of Directors held a telephonic meeting during which management and Inverness provided an update on the status of on-going discussions with Arthrex as well as the status of the various other on-going discussions.

On November 11, 2010, prospective purchasers were directed to submit preliminary proposals by November 29, 2010.

On December 3, 2010, our Board of Directors held a telephonic meeting during which management and Inverness provided a process update, summarized the three preliminary indications of interest that had been received by us, including a preliminary indication of interest received from Arthrex on November 29, 2010. Inverness was directed to allow the three parties, including Arthrex, to proceed with due diligence. On December 3, 2010, subsequent to the meeting of the Board of Directors, a fourth prospective purchaser submitted a preliminary indication of interest.

On December 11, 2010, the prospective purchasers were directed to submit specific proposals and their comments to the first draft of the asset purchase agreement that had been prepared by Cardo's counsel by December 22, 2010.

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On December 14, 2010, our Board of Directors held a telephonic meeting during which management and Inverness provided a process update and summarized the four preliminary indications of interest that had been received by us prior to that date.

On December 22, 2010, Arthrex submitted its revised proposal and its first round of comments to the draft asset purchase agreement. The proposal contained substantially the same terms as the preliminary indication of interest, except that it increased the consideration to be paid by Arthrex by an amount equal to the non-cash impairment charges related to goodwill and intangible assets and the excess inventory reserve recorded by the Company during the quarter ended September 30, 2010.

On December 23, 2010, our Board of Directors held a telephonic meeting during which management and Inverness provided a process update, summarized the proposal from Arthrex, one preliminary indication of interest that was received by us on December 21, 2010 and the three other preliminary indications of interest received by us previously that had not been superceded by a specific proposal. Our Board of Directors decided to continue negotiations with Arthrex, primarily because the Arthrex proposal involved the acquisition of substantially all of our assets and its proposal resulted in a higher purchase price compared to the indications of interest received.

Throughout the remainder of 2010 and the beginning of 2011, we held due diligence meetings and follow up sessions with representatives of Arthrex. We continued to negotiate with Arthrex the terms and conditions of the transaction and the proposed asset purchase agreement. The negotiations with Arthrex focused primarily on the terms in the asset purchase agreement related to the deposit, royalty, escrow, representations and warranties as well as conditions to closing and on determining Arthrex's intention to retain the services of certain of the Company's employees and to assume certain leases. On December 27, 2010, we responded to Arthrex's first round of comments to the asset purchase agreement.

During late December 2010, Arthrex's management observed certain surgical procedures involving our products. Furthermore, during the first week of January 2011, Dr. Andrew Brooks performed a laboratory demonstration of our products with Arthrex management in Naples, Florida.

On January 7, 2011, our Board of Directors held a telephonic meeting during which management and Inverness provided a process update with respect to the Arthrex negotiations and due diligence process.

On January 12, 2011, our Board of Directors held a telephonic meeting during which management and Inverness provided a process update with respect to the Arthrex negotiations and counsel to the Company updated the Board of Directors on the status of the open issues under the asset purchase agreement, including a discussion of open issues and timing of the transaction. Additionally, Inverness made a presentation to the Board of Directors with respect to its preliminary valuation analysis for the transaction as it was proposed at that time, including a selected public companies analysis, selected precedent transaction analysis, discounted cash flow analysis and other analysis. Our Board of Directors did not rely on the January 12, 2011 presentation in approving the sale of assets and the transactions contemplated thereby because that presentation analyzed a materially different transaction than was ultimately approved. The January 12, 2011 presentation analyzed the sale of assets of both the Reconstructive Division and the Spine Division by the Company on a combined basis, while the Board of Directors approved the sale of the assets of the Reconstructive Division only.

Senior management of Arthrex and the Company met in our New Jersey location during the week of January 17, 2011 to address business diligence and open issues regarding the transaction. Arthrex management reviewed all of the Company's Reconstructive Division and Spine Division research and development projects and discussed financial requirements to successfully launch individual projects. Arthrex management also evaluated the Company's New Jersey manufacturing facility and met the Company's New Jersey employees.

On January 21, 2011, as a result of the status of diligence and negotiations, our management and Arthrex's management discussed changing the transaction from a sale of substantially all of the Company's assets for both its Reconstructive Division and Spine Division to substantially all of the Company's assets for only its Reconstructive Division. The change in the transaction was largely driven by the assets in the Spine Division adding less value to

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Arthrex, from Arthrex's perspective, as compared to other prospective purchasers and Arthrex's concern that purchasing substantially all of the assets of the Spine Division would require Arthrex to build a separate and dedicated sales force with respect to the assets of the Spine Division rather than relying on Arthrex's existing sales force.

Arthrex's proposal contemplated a purchase price consisting of cash consideration of \$9,960,000 plus the value of the Company's inventory and property, plant and equipment relating to the Reconstructive Division calculated as of the closing date, the assumption by Arthrex of certain liabilities, and the payment of a royalty equal to 5% of net sales of the Company's joint arthroplasty products to be paid in cash on a quarterly basis for a term up to and including the 20th anniversary of the closing date. The purchase price was determined by arms-length negotiations between the Company and Arthrex and the bidding process that Inverness ran for the Company. The purchase price for the sale of substantially all of the assets of the Reconstructive Division to Arthrex resulted in a purchase price that was greater than the purchase price amounts submitted in the preliminary indications of interest by the other potential purchasers.

In connection with the transaction, Arthrex informed us that it was their intention to retain the services of the Company's named executive officers, Messrs. Andrew Books, Michael Kvitnitsky and Derrick Romine along with at least two of the Company's employees, Mr. John Kuczynsky and Ms. Dina Weissman, as consultants for Arthrex. Prior to the Company executing the asset purchase agreement with Arthrex, Arthrex presented a form of the consulting agreement to each of Messrs. Kvitnitsky and Romine on terms that are substantially similar and consistent with their current arrangements with Cardo. Specifically, the monthly consulting fee for Mr. Kvitnitsky will be equal to his monthly Cardo salary and the monthly consulting fee for Mr. Romine will be equal to his monthly Cardo salary. The consulting agreement with Dr. Brooks was not negotiated prior to the Company executing the agreement with Arthrex, and will be on such terms as are mutually agreed upon by Dr. Brooks and Arthrex.

On January 24, 2011, our Board of Directors held a telephonic meeting during which management updated the Board of Directors on the negotiations with Arthrex and presented management's recommendation that the Board of Directors approve Cardo entering into the agreement with Arthrex. Inverness made an updated presentation to the Board of Directors with respect to its valuation analysis for the proposed revised transaction, including a selected public companies analysis, selected precedent transaction analysis and discounted cash flow analysis. Inverness January 24 presentation differed from its January 12 presentation in that the January 24 presentation (i) analyzed the sale of the assets of the Reconstructive Division only rather than the sale of assets of the Reconstructive Division and Spine Division combined, (ii) omitted elements of a fairness determination not relevant to a partial sale of assets by the Company, including a premiums paid analysis and a projected liquidation analysis, and (iii) updated some facts that changed with the passage of time, such as movements in the stock prices of the selected public companies that were used as part of the financial analysis. At the meeting, representatives of Inverness also delivered Inverness's oral opinion, subsequently confirmed in writing, that as of January 24, 2011, and based upon and subject to the various considerations, assumptions and limitations set forth in its opinion, the Consideration (as defined therein) to be received by Cardo and its affiliate Cardo Medical in the transaction was fair, from a financial point of view, to Cardo. Thereafter, the Cardo Board of Directors, having taken into consideration the information presented and discussed, approved and adopted the asset purchase agreement and the transactions contemplated thereby, and approved the filing of the name change to Tiger X Medical, Inc. immediately after the closing of the Arthrex Asset Sale and voted to recommend that the majority stockholders of Cardo approve the foregoing.

Reasons For The Arthrex Asset Sale

On October 7, 2010, the Company's management and Board of Directors decided to put substantially all of its assets up for sale. The Company decided to put up for sale the assets of its Reconstructive Division and Spine Division primarily because it did not have sufficient working capital, and was not able to procure such financial resources through equity or debt financing, in order to fully execute a profitable sales strategy. The Board of Directors and management of the Company considered that based on the Company's losses from operations, negative cash flows from operations, accumulated deficit and limited cash to fund future operations, as well as its

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recent reduction in workforce, and its review of strategic and liquidity alternatives, it would be in the Company's best interest to sell substantially all of the Company's assets at a fair price. Specifically, despite management's efforts to seek various sources of financing throughout 2010, the Company was only able to obtain \$500,000 of net proceeds during the fourth quarter of 2010 by issuing two secured promissory notes to two individuals, one of whom is the brother of the Company's Chief Executive Officer. These efforts stand in contrast to the \$9.0 million of net proceeds the Company obtained throughout 2009. As a result of the level of the Company's available funds and the projection that the amount of available funds would be insufficient to meet all of the Company's working capital needs for the next twelve months, the Company's management undertook the following additional measures during October and November 2010: (i) it terminated over half of the Company's employees; (ii) had the Company's Chief Executive Officer and President forgo their salaries (their salaries were reinstated effective April 4, 2011 upon the closing of the Altus Asset Sale); (iii) reduced office space by not renewing the corporate headquarters facility lease; (iv) scaled back research and development activities; (v) deferred manufacturing of inventories required to build additional base-level implant banks; and (vi) engaged an investment adviser to assist it in seeking alternative sources of capital, including selling some or all of the Company's assets and other strategic alternatives.

Specifically, at the time of this determination by the Company's management and the Board of Directors to put substantially all of its assets up for sale, the Company had recorded net losses of approximately \$5.1 million and \$5.7 million, respectively for the years ended December 31, 2009 and 2008. For the nine months ended September 30, 2010 and 2009, the Company recorded losses of approximately \$11.1 million and \$3.8 million, respectively. For the years ended December 31, 2009 and 2008, the Company's accumulated deficit totaled approximately \$11.2 million and \$6.1 million, respectively. For the nine months ended September 30, 2010 and 2009, the Company accumulated deficit totaled approximately \$22.2 million and \$9.9 million, respectively. The Company had also received a going concern opinion from its independent auditors for the years ended December 31, 2009 and 2008. As a result, the Board of Directors and management decided that it was in the best interest of the Company to pursue a sale transaction for all of the assets of its Reconstructive Division to Arthrex.

Special Factors Regarding the Arthrex Asset Sale

There are many factors that our stockholders should consider in reviewing the information contained in this Information Statement. Such factors include, but are not limited to, those set forth below and elsewhere in this Information Statement.

We will continue to incur claims, liabilities and expenses, which will reduce the realizable value of our remaining assets.

We will continue to incur the expenses of complying with public company reporting requirements.

We have an obligation to continue to comply with the applicable reporting requirements of the Securities Exchange Act of 1934, as amended, even though compliance with such reporting requirements is economically burdensome.

Assets Subject To Sale

The assets to be sold to Arthrex consist of substantially all of our assets, consisting of all the assets of our Reconstructive Division, and include the following:

assets, properties and rights used primarily in connection with the reconstructive joint devices business;

all goodwill associated with the reconstructive joint devices business;

all customer data, vendor data, subscriber lists, manuals and business procedures related to the reconstructive joint devices business; and

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intangible property and permits related to the reconstructive joint devices business.

Use of Proceeds from Arthrex Asset Sale

The Arthrex Asset Purchase Agreement provides that, at closing, we will receive a total cash consideration of \$9,960,000 plus the value of our inventory and property, plant and equipment relating to the Reconstructive Division calculated as of the closing date. From the cash consideration paid at closing, \$900,000 will be deposited with an escrow agent for a period of twelve months from the closing date to be used for any adjustments to the value of the our inventory and property, plant and equipment relating to our Reconstructive Division and for post closing indemnification claims which may be asserted by Arthrex with respect to losses, damages, costs, expenses, suits, actions or obligations related to unassumed liabilities and payment of certain taxes. The Company anticipates that approximately \$2.5 million will be used to pay: (i) accrued salaries and payroll taxes, (ii) sums due to certain creditors and (iii) transaction expenses. The payment of accrued salaries and payroll taxes will not involve the use of proceeds for payment of any accrued salaries, fees or payment of payroll taxes for the Company's officers and directors.

Loans by Arthrex

On March 18, 2011, we executed a Secured Promissory Note in favor of Arthrex, which we refer to as the Arthrex Note. Under the terms of the Arthrex Note, the \$250,000 deposit made by Arthrex on January 24, 2011 pursuant to the terms of the Arthrex Asset Purchase Agreement constituted an initial loan. Under the terms of the Arthrex Note, Arthrex agreed to (a) make a second loan to us of such amount to repay the Brooks Note and the Brien Note, and (b) make additional advances within two business days of our written request; provided that in no event shall the aggregate principal amount loaned under the Arthrex Note at any time exceed \$1,250,000. Pursuant to the terms of the Arthrex Note, we received \$972,000 of additional proceeds from Arthrex and used \$522,000 of these proceeds to pay off the Brooks Note and the Brien Note and utilized \$450,000 to pay for vendors of inventory. Pursuant to the Arthrex Note, we granted, pledged and assigned to Arthrex a security interest in all of our assets, which security interest ranked senior to and had priority over those held by all other creditors. As of April 4, 2011 prior to the consummation of the Altus Asset Sale, we had \$1,222,000 of outstanding borrowings due to Arthrex, consisting of the \$250,000 deposit and the \$972,000 borrowed under the Arthrex Note. Upon closing the Altus Asset Sale, \$250,000 out of the total outstanding borrowings due to Arthrex reverted back to a deposit under the Arthrex Asset Purchase Agreement and we used proceeds of \$972,000 from the Altus Asset Sale to pay off the borrowings due to Arthrex under the Arthrex Note. Upon such repayment, the liens on our assets in favor of Arthrex terminated.

Sale of Substantially All Assets in the Spine Division

On April 4, 2011, we entered into the Altus Asset Purchase Agreement with Altus, pursuant to which we agreed to sell substantially all of the assets of our Spine Division consisting of assets used or held for use exclusively in connection with our spine surgical device business to Altus in exchange for cash consideration of \$3,000,000. We closed the Altus Asset Sale simultaneously with signing the Altus Asset Purchase Agreement on April 4, 2011. Pursuant to the terms of the Altus Asset Purchase Agreement, we received \$2,700,000 of the purchase price at the closing and \$300,000 was deposited into escrow with an escrow agent for a period of 90 days from the closing date (assuming there are no disputes) to be used for any adjustments to the closing value of our inventory. The assets excluded from the Altus Asset Sale include the assets of our Reconstructive Division, cash, accounts receivable, real estate, leasehold interests, certain assets used or related to our spinal motion preservation business and any and all of our assets not used exclusively in the operation of our spinal surgical device business.

Use of Proceeds from Altus Asset Sale

Pursuant to the Altus Asset Purchase Agreement, the total cash consideration was \$3,000,000, of which we received \$2,700,000 at closing. From the total cash consideration, \$300,000 was deposited with an escrow agent for a period of 90 days from the closing date (assuming there are no disputes) to be used for any adjustments to the

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closing value of our inventory. Upon closing the Altus Asset Sale, \$250,000 out of the total outstanding borrowings due to Arthrex reverted back to a deposit under the Arthrex Asset Purchase Agreement and we used proceeds of \$972,000 from the Altus Asset Sale to pay off the borrowings due to Arthrex under the Arthrex Note. The Company anticipates that the remaining proceeds may be used to pay: (i) accrued salaries and payroll taxes, (ii) sums due to certain creditors, (iii) transaction expenses and (iv) working capital purposes.

Structure Of The Company After The Arthrex Asset Sale

After completion of the Arthrex Asset Sale, the Company will hold:

cash and cash equivalents in the approximate amount of \$11.2 million, excluding \$900,000 held in escrow;
and

accounts receivable in the approximate amount of \$420,000.

After the Arthrex Asset Sale, our ongoing operations will consist of our remaining Spine Division assets, the collection of accounts receivable, the collection of royalty payments pursuant to the terms of the Arthrex Asset Purchase Agreement, and the payment of any liabilities.

We currently contemplate that the members of our Board of Directors will continue to serve as directors and that our named executive officers, Messrs. Brooks, Kvitnitsky and Romine, will continue to serve as our Chief Executive Officer, Chief Operating Officer and Chief Financial Officer, respectively, following the sale of the Reconstructive Division. The Company, however, has the flexibility to make such changes to the composition of its Board of Directors and officers as it deems appropriate and necessary from a business perspective in accordance with the terms of its Certificate of Incorporation, Bylaws and the Nominating Committee Charter.

Consulting Agreements After The Arthrex Asset Sale

It is anticipated that Dr. Andrew Brooks, Michael Kvitnitsky, and Derrick Romine will each enter into a consulting agreement with Arthrex at or prior to the closing of the Arthrex Asset Sale. The consulting agreements for Messrs. Kvitnitsky and Romine have a term of three (3) months, which may be extended by mutual agreement of Arthrex and each of Messrs. Kvitnitsky and Romine, respectively. Mr. Kvitnitsky will receive monthly compensation of \$18,333.33 for consulting fees and \$1,783.33 for monthly benefits. Mr. Romine will receive monthly compensation of \$15,000.00 for consulting fees and \$1,550.00 for monthly benefits. Each consulting agreement provides that the consultant will not compete with Arthrex during the term of the agreement, will not disclose any confidential information of Arthrex and will assign any inventions to Arthrex that were created during the term of the consulting agreement and that relate to Arthrex's business or were created in connection with the consulting services or using Arthrex's property. The agreements permit the consultant to (i) continue as a consultant to, or director, officer or employee of, Cardo Medical and/or its subsidiaries in connection with the sale of assets of our Spine Division, provided that such involvement does not materially interfere with the performance of his duties under the consulting agreement, or (ii) own, directly or indirectly, any equity securities (including stock options) of Cardo Medical that he holds as of the date of the Arthrex Asset Purchase Agreement. The consulting agreement with Dr. Brooks will be on such terms as are mutually agreed upon by Dr. Brooks and Arthrex.

Table of Contents**Terms of the Arthrex Asset Purchase Agreement**

The following is a summary of the significant provisions of the Arthrex Asset Purchase Agreement. To fully understand the transactions contemplated by the Arthrex Asset Purchase Agreement, you should carefully read in its entirety the copy of the Arthrex Asset Purchase Agreement that is included as Appendix A to this Information Statement and is incorporated herein by reference.

Purchase Price

The Arthrex Asset Purchase Agreement provides that at closing Arthrex will (i) pay to the Company \$9,960,000 in cash plus the value of the Company's inventory and property, plant and equipment relating to the Reconstructive Division calculated as of the closing date, (ii) assume certain executory liabilities of the Company under contracts being assumed by Arthrex, and (iii) pay to the Company a royalty equal to 5% of the net sales of the Company's Reconstructive Division products acquired pursuant to the Arthrex Asset Purchase Agreement (as discussed below), in cash, on a quarterly basis, for a period up to and including the 20th anniversary of closing. The Company estimates the value of the inventory and property, plant and equipment relating to the Reconstructive Division to be \$4.7 million. Following the execution of the Arthrex Asset Purchase Agreement, Arthrex delivered to the Company a \$250,000 deposit, which amount will be credited against the cash consideration at closing.

Royalty

As partial consideration for the purchase of the assets of our Reconstructive Division pursuant to the Arthrex Asset Purchase Agreement, Arthrex shall pay Cardo Medical an amount equal to 5% of net sales of the products of our Reconstructive Division acquired pursuant to the Arthrex Asset Purchase Agreement, and any successor products or improvements, alterations or derivations thereof that utilize certain intellectual property acquired from the Company. The royalty shall be paid in cash on a quarterly basis, for a period up to and including the 20th anniversary of the closing under the Arthrex Asset Purchase Agreement. Net sales means the consolidated net sales of Arthrex and its subsidiaries (including any licensing fees and/or royalties) attributable to the sales of such products less commissions, returns, customer allowances and rebates, collection losses and customer discounts. In the event of a sale, transfer or other disposition, directly or indirectly (including by merger, asset sale, equity sale, consolidation, reorganization or otherwise) by Arthrex of the right to sell or manufacture any such products, Arthrex shall cause the purchaser to assume the obligations of Arthrex to pay the royalty with respect to such products.

Arthrex shall have a right to set-off against the payment of the Royalty due to Cardo Medical hereunder solely to the extent of any and all out-of-pocket costs and expenses (including amounts paid in settlement and reasonable attorneys fees and expenses) incurred in good faith after consultation with counsel and paid by Arthrex, arising out of claims by unaffiliated third parties alleging infringement of intellectual property rights to the extent based on intellectual property acquired pursuant to the Arthrex Asset Purchase Agreement. If it is ultimately determined that such amounts were not due to Arthrex, then any royalty to which Arthrex exercised its right of set-off shall be paid to Cardo Medical and shall bear interest at a rate equal to 8% per annum. Until such time as the royalty has achieved a net present value of \$3,000,000, using a discount rate of 8% per annum, Arthrex agrees to use commercially reasonable efforts to promote the sale of such products. Notwithstanding the foregoing, control of all business decisions concerning the business acquired and such products shall be the absolute right of Arthrex.

Purchase Price Adjustment

At least two (2) business days prior to the closing, the Company and Arthrex shall agree upon a good faith estimate of the value of the Company's inventory and property, plant and equipment relating to the Reconstructive Division calculated as of the closing date, and based on such estimate, the estimated cash consideration payable at closing. With respect to property, plant and equipment, the Company and Arthrex have agreed that such value will be the net book value of such assets as of the closing, prepared in accordance with GAAP. With respect to inventory, the Company and Arthrex have agreed that such value will be the gross cost value of the saleable and

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non-obsolete finished goods inventory, work in process and packaging material of the Reconstructive Division business as of the closing, without inclusion of a reserve for slow moving inventory.

Following the closing, the Company and Arthrex will prepare a final determination of such value. If the parties cannot agree, they will submit the dispute to an independent accounting firm for resolution pursuant to the terms of the Arthrex Asset Purchase Agreement. If such value, as finally determined, exceeds the estimated value at closing, then Arthrex will pay to the Sellers such excess. If such value as finally determined is less than the estimated value at closing, then an amount equal to such shortfall will be paid by the Sellers to Arthrex from the escrow account.

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Escrow

At closing, Arthrex, the Company and JPMorgan Chase Bank, National Association, as escrow agent, shall enter into an Escrow Agreement, pursuant to which Arthrex will withhold \$900,000 from the purchase price paid at closing and shall deposit the escrow amount with the escrow agent for a period of 12 months. This amount will be held to satisfy any purchase price adjustments as a result of any disputes regarding the value of the Company's inventory and property, plant and equipment relating to the Reconstructive Division and any claims for indemnification that Arthrex may have with respect to unassumed liabilities and taxes.

Representations And Warranties

The Arthrex Asset Purchase Agreement contains various representations and warranties made by the Company for the benefit of Arthrex relating to, among other things:

- (a) its organization, good standing, qualification to do business, corporate power and authority;
- (b) its corporate authorization in relation to the Arthrex Asset Purchase Agreement, the related transactions and related transaction documents to which it is a party;
- (c) the enforceability of the Arthrex Asset Purchase Agreement and each of the transaction documents related to the Arthrex Asset Purchase Agreement;
- (d) the absence of any subsidiaries other than Cardo Medical, LLC;
- (e) the absence of conflict with its organizational documents, material contracts or material permits and applicable law as a result of the execution and delivery of, and performance under, the Arthrex Asset Purchase Agreement;
- (f) the absence of any finders, brokers or agents' fees or commissions or similar compensation in connection with the transactions contemplated by the Arthrex Asset Purchase Agreement (except for amounts payable by the Company and disclosed to Arthrex);
- (g) the compliance of its financial statements and SEC filings with the requirements of the Securities Act or the Exchange Act;
- (h) the absence of certain changes, events and conditions;
- (i) the absence of undisclosed liabilities;
- (j) the absence of litigation;
- (k) real estate;
- (l) good and valid title to and lack of encumbrances upon such purchased assets;
- (m) compliance with laws and permits;
- (n) employment matters;
- (o) employee benefit plans;
- (p) tax matters;

(q) material agreements;

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- (r) intangible property;
- (s) environmental matters;
- (t) warranty and product liability;
- (u) insurance;
- (v) customers and suppliers; and
- (w) receipt of a fairness opinion from Inverness Advisors that the sale of the purchased assets as contemplated by the Arthrex Asset Purchase Agreement is fair to the Company from a financial perspective.

The Arthrex Asset Purchase Agreement also contains various representations and warranties made by Arthrex for the benefit of the Company relating to, among other things:

- (a) its organization and good standing;
- (b) its corporate authorization in relation to the Arthrex Asset Purchase Agreement, the related transactions and related transaction documents to which it is a party;
- (c) the enforceability of the Arthrex Asset Purchase Agreement and each of the transaction documents related to the Arthrex Asset Purchase Agreement;
- (d) the absence of any finders , brokers or agents fees or commissions or similar compensation in connection with the transactions contemplated by the Arthrex Asset Purchase Agreement;
- (e) the absence of any suit, action or other proceeding pending or threatened by any governmental authority seeking to restrain or prohibit the closing;
- (e) the possession of sufficient funds to fund the purchase price at the closing of the transaction; and
- (f) the absence of conflict with its organizational documents, material contracts or material permits and applicable law as a result of the execution and delivery of, and performance under, the Arthrex Asset Purchase Agreement.

Covenants and Agreements of the Company and Arthrex

The Company and Arthrex have set forth various covenants and agreements in the Arthrex Asset Purchase Agreement, including the following:

Further Assurances. Both the Company and Arthrex will take further actions as may be reasonably necessary to effectuate and comply with all of the terms of the Arthrex Asset Purchase Agreement and the transactions contemplated thereby.

Conduct of Business Pending Closing. Until the closing, except as otherwise provided in the Arthrex Asset Purchase Agreement or consented to in writing by Arthrex, the Company will operate in the ordinary course of business and use commercially reasonable efforts to maintain and preserve intact its current organization, business and franchise.

Certain Tax Returns and Indemnity. All transfer, documentary, sales, use, registrations and other taxes, all penalties, interest and additions to such tax, and all fees incurred in connection with the sale and transfer of the assets to be purchased by Arthrex pursuant to the Arthrex Asset Purchase Agreement will be paid 50% by Arthrex

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and 50% by the Company. The Company shall also be liable for all taxes applicable to the purchased assets and the Reconstructive Division for taxable periods on or before the closing date.

Publicity. No press release or other public announcement related to the Arthrex Asset Purchase Agreement or the transactions contemplated hereby will be issued by either Arthrex or the Company without the prior approval of the other party, which shall not be unreasonably withheld, except as may be required by law, any governmental authority, or the rules of any exchange or organization on which the Company's securities trade.

Employee Matters. Prior to closing, Arthrex will offer employment or consulting agreements to certain employees and/or consultants of the Company on such terms and conditions as agreed upon by Arthrex. In the case of Andrew Brooks, Michael Kvitnitsky, Derrick Romine, John Kuczynski and Dina Weissman, Arthrex agrees to allow such employees to consult, continue employment or otherwise be associated with the Company and/or its subsidiaries after the closing in connection with the sale of assets of our Spine Division, so long as such services to the Company are (i) in compliance with the respective confidentiality obligations pursuant to the consulting or employment agreement entered into between such person and Arthrex, and (ii) do not materially interfere with the performance of such person's duties under such agreements.

Use of Name. From and after closing, the Company shall not use the name Cardo Medical or any similar name or any logo, trade name, trademark, except in connection with (i) satisfaction of certain obligations under the Arthrex Asset Purchase Agreement, (ii) collection of certain receivables, and (iii) the administration and sale of existing contracts and other existing rights related to assets not purchased by Arthrex for the period of time following closing until the sale of such assets.

Information Statement. The Company agreed to file this Information Statement no later than January 31, 2011, and that this Information Statement would be in compliance with applicable SEC rules and regulations. The Company agreed to provide, and did provide, Arthrex and its counsel an opportunity to review and comment upon this Information Statement prior to its filing. Additionally, the Company has used its reasonable best efforts to promptly respond to and resolve comments and requests made by the SEC and has kept Arthrex informed with respect to all communications and correspondence with the SEC, including providing to Arthrex all written correspondence between the Company and the SEC.

Transition. From the closing until the sale of assets of our Spine Division, but in no event longer than six months after the closing, Arthrex will permit the Company reasonable access to and use of computer hardware and software included in the purchased assets as needed to facilitate such sale.

Confidentiality. The Confidentiality Agreement previously entered into between the Company and Arthrex in connection with the negotiations of the Arthrex Asset Purchase Agreement remains in effect until closing (except as related to the Company's other businesses and the assets not purchased by Arthrex, which shall remain in effect after closing), and the Company will treat and hold as confidential information or data concerning the business of Arthrex, the purchased assets and assumed liabilities.

Governmental Approvals and Other Third-Party Consents. Both the Company and Arthrex will use commercially reasonable efforts to obtain all governmental consents, authorizations, orders and approvals required for the execution and delivery of, and performance of the obligations under, the Arthrex Asset Purchase Agreement.

Books and Records. For a period of 7 years after closing, Arthrex will retain all books and records of the Company relating to periods prior to closing, and afford the Company and its representatives reasonable access to such books and records.

Warranty Obligations. The Company is responsible for all warranties issued by the Company with respect to products and services sold by the Company's reconstructive joint device business prior to closing and shall timely perform such warranty services at their own cost.

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Collection of Accounts Receivable. The Company has the right to collect all accounts receivable relating to the Company's Reconstructive Division prior to closing in accordance with its past practices, provided that we agreed that we would not file a collections action against any customer of the business without the prior written consent of Arthrex, not to be unreasonably withheld. All amounts received by Arthrex in respect of these accounts receivable shall be promptly remitted to the Company.

Exclusivity. Until the Arthrex Asset Purchase Agreement is terminated or the date of closing, whichever is earliest, the Company and its respective affiliates, employees, agents and representatives will not initiate or engage in any discussions or negotiations with any person with respect to the sale of all or any material part of the purchased assets or the Company's Reconstructive Division or enter into any agreement or commitment with respect to any of the foregoing transactions.

Material Vendors. Prior to or at closing, the Company will pay all amounts owed to its material vendors, as identified in the Arthrex Asset Purchase Agreement.

Conditions To Closing; Closing Date

The closing of the transactions was originally contemplated by the Arthrex Asset Purchase Agreement to take place thirty (30) days following the execution of the Arthrex Asset Purchase Agreement, or on February 23, 2010, unless the conditions of the obligations of Arthrex or the Company had not been satisfied or waived in accordance with the Arthrex Asset Purchase Agreement by such date, in which case the closing would take place two days after the satisfaction or waiver of such conditions, but not later than ninety (90) days following the execution of the Arthrex Asset Purchase Agreement unless the parties otherwise consented thereto.

On March 18, 2011, we entered into the First Amendment to the Arthrex Asset Purchase Agreement in order to modify the definition of "End Date" so that it means May 24, 2011; provided that if (i) the closing has not occurred by reason of the failure to satisfy the condition in the Arthrex Asset Purchase Agreement that at least 20 calendar days have passed since an Information Statement has been filed with the SEC and transmitted to every record holder of shares of the Company, but (ii) the SEC has cleared the Company's responses to the SEC's comment letter and no unresolved comments are pending before the SEC with respect to the Information Statement on or before such date, then the End Date shall be June 24, 2011. Pursuant to the terms of the Arthrex Asset Purchase Agreement, Arthrex can terminate the Arthrex Asset Purchase Agreement if certain conditions have not been fulfilled or waived by the End Date.

The obligations of both Arthrex and the Company to complete the transactions contemplated by the Arthrex Asset Purchase Agreement are subject to the satisfaction or waiver of, among others, the following conditions:

- (a) No governmental authority has enacted, issued or entered any order that makes the transactions contemplated by the Arthrex Asset Purchase Agreement illegal or otherwise restrains or prohibits the consummation of the transaction;
- (b) The Company has received all required governmental consents, authorizations, orders and approvals, none of which has been revoked;
- (c) At least 20 calendar days has passed since this Information Statement has been filed with the SEC and transmitted to every record holder of the Company's shares from whom proxy authorization or consent is not solicited; and
- (d) No action, suit, litigation or other proceeding is pending to restrain, prevent, change or materially delay the closing.

Arthrex's obligation to complete the transactions contemplated by the Arthrex Asset Purchase Agreement are subject to the satisfaction or waiver of, among others, the following conditions:

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- (a) The Company's representations and warranties in the Arthrex Asset Purchase Agreement must be true and correct in all respects, except where failure of such representations and warranties to be true and correct would not have a material adverse effect;
- (b) The Company has duly performed and complied in all material respects with all agreements, covenants and conditions required by the Arthrex Asset Purchase Agreement;
- (c) The Company has delivered to Arthrex certain agreements, assignments, and consents as described in the Arthrex Asset Purchase Agreement; and
- (d) Arthrex has received evidence of the Company's prepaid product liability insurance in the amount of at least \$5 million in the aggregate for the three-year period following closing subject to the terms of the Arthrex Asset Purchase Agreement.

The Company's obligations to complete the transactions contemplated by the Arthrex Asset Purchase Agreement are subject to the satisfaction or waiver of, among others, the following conditions:

- (a) Arthrex's representations and warranties in the Arthrex Asset Purchase Agreement are true and correct in all respects, except where failure of such representations and warranties to be true and correct would not have a material adverse effect;
- (b) Arthrex has duly performed and complied in all material respects with all agreements, covenants and conditions required by the Arthrex Asset Purchase Agreement;
- (c) Arthrex has delivered to the Company cash consideration minus the deposit and minus the escrow amount pursuant to the Arthrex Asset Purchase Agreement, and to the escrow agent the escrow amount pursuant to the Escrow Agreement; and
- (d) Arthrex has delivered to the Company certain agreements, assignments, and consents as described in the Arthrex Asset Purchase Agreement.

This Information Statement is being sent to you on or about [redacted], 2011. We currently expect that the transactions contemplated by the Arthrex Asset Purchase Agreement will close on or after [redacted], 2011, which is 20 calendar days following the mailing date of this Information Statement.

Termination

The Arthrex Asset Purchase Agreement and the transactions contemplated thereby may be terminated at any time prior to closing:

The mutual written agreement of the Company and Arthrex;

by Arthrex, at its option, if there has been a material breach, inaccuracy in or failure to perform any of the representations, warranties, covenants, or agreements made by the Company that would give rise to the failure of any of the closing conditions specified in the Arthrex Asset Purchase Agreement and such breach, inaccuracy or failure is incapable of being cured by the Company by the End Date;

by Arthrex, at its option, if any of the closing conditions precedent to its obligations have not been fulfilled or waived by the End Date (unless such failure shall be due to the failure of Arthrex to perform or comply with its obligations);

by the Company, as its option, if there has been a material breach, inaccuracy in or failure to perform any of the representations, warranties, covenants, or agreements made by Arthrex that would give rise

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to the failure of any of the closing conditions specified in the Arthrex Asset Purchase Agreement and such breach, inaccuracy or failure is incapable of being cured by Arthrex by the End Date; by the Company, at its option, if any of the closing conditions precedent to its obligations have not been fulfilled or waived by the End Date (unless such failure shall be due to the failure of the Company to comply with its obligations);

by Arthrex or the Company, if there shall be any law that makes consummation of the transactions contemplated by the Arthrex Asset Purchase Agreement illegal or prohibited, or any governmental authority shall have issued a final, nonappealable order restraining or enjoining such transactions.

In the event of the termination of the Arthrex Asset Purchase Agreement, there will be no liability on the part of Arthrex or the Company except (a) the availability of specific performance, under certain circumstances, and (b) liability for any breach of any provision thereof arising prior to such termination. In the event this Agreement is terminated other than as a result of a material breach by Arthrex, the deposit shall be refunded to Arthrex in full. In the event of a termination of this Agreement as a result of a material breach by Arthrex, the deposit shall be forfeited to and retained by the Company; provided that such forfeiture shall not limit the Company's remedies for damages. Notwithstanding the foregoing, neither Arthrex nor the Company shall be entitled to recover any monetary damages in respect of any breach of the Arthrex Asset Purchase Agreement prior to termination in excess of \$750,000.

Indemnification

The Company has agreed to defend, indemnify and hold harmless Arthrex and its affiliates, successors and assigns from and against any and all losses, damages, costs, expenses, suits, actions, claims, deficiencies, liabilities or obligations related to, caused by or arising from any Excluded Liabilities or certain Taxes, as such terms are defined in the Arthrex Asset Purchase Agreement. The funds held in escrow pursuant to the Escrow Agreement may be used to indemnify Arthrex. The Arthrex Asset Purchase Agreement provides that there is no post-closing survival of representations and warranties of any party, and therefore there is no indemnification for breaches thereof.

Opinion of Inverness Advisors

On October 31, 2010, Cardo Medical, Inc. engaged Inverness Advisors, a division of KEMA Partners LLC (Inverness) to provide it with financial advisory services and a fairness opinion in connection with a possible merger, sale or other strategic business combination. On January 24, 2011, Inverness rendered its oral opinion to our Board of Directors and subsequently confirmed in writing, that, as of that date, and based upon and subject to the various considerations, assumptions and limitations set forth in its opinion, the Consideration (as defined below) to be received by Cardo and its affiliate Cardo Medical, LLC (collectively with Cardo, Sellers) in the Transaction was fair, from a financial point of view, to Cardo. As used in this Information Statement and in the opinion, the term

Consideration means the assumption by Arthrex of the Assumed Liabilities (as defined in the Arthrex Asset Purchase Agreement), the payment of the Royalty (as defined in the Arthrex Asset Purchase Agreement) by Arthrex to Cardo and the payment of cash proceeds equal to the sum of U.S. \$9,960,000 plus the Closing Asset Value (as defined in the Arthrex Asset Purchase Agreement) by Arthrex to Sellers, subject to adjustment as provided for in the Arthrex Asset Purchase Agreement.

The full text of the written opinion of Inverness, dated as of January 24, 2011, is attached to this Information Statement as Annex C. The opinion sets forth, among other things, the assumptions made, procedures followed, matters considered and limitations on the scope of the review undertaken by Inverness in rendering its opinion. We encourage you to read the entire opinion carefully. Inverness's opinion was directed to Cardo's Board of Directors and addressed only the fairness, from a financial point of view, of the Consideration pursuant to the Transaction to Cardo as of the date of the opinion. It did not address any other aspects of the Transaction and does not constitute a recommendation to the Board of Directors of Cardo or any other person as to any matter relating to the Arthrex Asset Purchase Agreement or the

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Transaction. The summary of the opinion of Inverness set forth in this Information Statement is qualified in its entirety by reference to the full text of the opinion. Inverness has consented to the inclusion in this Information Statement of its written opinion, dated January 24, 2011, delivered to Cardo's Board of Directors and the summary of its written opinion.

In connection with rendering its opinion, Inverness, among other things:

reviewed a draft of the asset purchase agreement dated January 21, 2011, including the financial terms and conditions set forth therein;

reviewed Cardo's audited financial results for the fiscal year ended December 31, 2009, Cardo's unaudited financial statements for the nine months ended September 30, 2010 and a preliminary draft of Cardo's unaudited statement of operations for the quarter ended December 31, 2010;

reviewed certain other business, operating and financial data of Cardo and the reconstructive division of Sellers (the Division), prepared and furnished to Inverness by Cardo's management, including certain financial forecasts, projections and analyses for the Division prepared and furnished to Inverness by Cardo's management for the fiscal years ending December 31, 2010 through 2013 (the Forecasts);

held discussions with the senior management team of Cardo concerning the business, past and current operations, financial condition and future prospects of the Division, the effects of the Transaction on the financial condition and future prospects of Cardo, and certain other matters Inverness believed necessary or appropriate to Inverness's inquiry;

compared the financial performance of the Division with that of certain other companies whose securities are traded in public markets that Inverness deemed relevant;

compared the financial terms of the Transaction with the financial terms, to the extent publicly available, of other transactions that Inverness deemed relevant;

reviewed Cardo's annual report on Form 10-K for the fiscal year ended December 31, 2009, and Cardo's quarterly report on Form 10-Q for the fiscal quarter ended September 30, 2010;

reviewed certain other publicly available business, operating and financial information of Cardo and the Division; and

made such other studies and inquiries, and reviewed such other data, and considered such other factors as Inverness deemed, in its sole judgment, to be necessary, appropriate or relevant.

In arriving at its opinion, Inverness assumed and relied upon the accuracy and completeness of all financial and other information supplied or otherwise made available to it by Cardo and all publicly-available financial and other information regarding Cardo and its affiliates reviewed by Inverness, and did not independently verify any such information or assume any responsibility or liability therefor. With regard to all of the foregoing information, Inverness relied upon the assurances of the senior management team of Cardo that all such information was complete and accurate in all material respects and that they were unaware of any facts or circumstances that would make such information incomplete or misleading in any material respect. Except as set forth in the opinion, and without limiting any of the various considerations, assumptions and limitations set forth therein, Cardo imposed no other instructions or limitations on Inverness with respect to the investigations made or the procedures followed by it in rendering its opinion.

Inverness was not requested to conduct and did not conduct a physical inspection of the properties or facilities of Cardo, nor did Inverness conduct any valuation or appraisal of any of the Purchased Assets (as defined in the Arthrex Asset Purchase Agreement) or any other assets or liabilities of Sellers, nor were any such valuations

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or appraisals provided to Inverness. Inverness did not evaluate the solvency of either Seller under any state, federal or other laws relating to bankruptcy, insolvency or similar matters, and did not undertake independent analysis of any pending or threatened litigation, regulatory action, possible unasserted claims or other contingent liabilities, to which Sellers or any of their affiliates is a party or may be subject, and at the direction of Cardo and with its consent, Inverness's opinion made no assumption concerning, and therefore did not consider, the possible assertion of claims, outcomes or damages arising out of any such matters.

With respect to the Forecasts provided to Inverness by Cardo, Inverness, with Cardo's consent, assumed that such Forecasts were prepared in good faith on reasonable bases reflecting management's then-current best estimates and judgments of the Division's future financial performance were it not to be sold to Arthrex. Inverness also assumed, with Cardo's consent, that the financial results reflected in such Forecasts would be realized in the amounts and at the times projected, and Inverness expressed no view as to such Forecasts or the assumptions on which they were based. Inverness was also informed by the senior management team of Cardo that the ability to realize such results would require Cardo to raise additional financing in an amount that exceeds the amount of financing readily available to Cardo as of the date of the opinion. Further, without limiting the foregoing, Inverness, with Cardo's consent, assumed, without independent verification, that the historical and projected financial information provided by Cardo accurately reflected the historical and projected operations of Cardo and the Division, and that there had been no material change in the assets, financial condition, business or prospects of Cardo or the Division since the respective dates of the most recent financial statements made available to Inverness.

While Cardo provided Forecasts to Inverness which were prepared in good faith by Cardo's management, Cardo made no assurance regarding future events. Therefore, such Forecasts cannot be considered a reliable predictor of future operating results, and this information should not be relied on as such. These Forecasts were not prepared by Cardo with a view toward public disclosure, with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to prospective financial information or published guidelines of the SEC regarding forward-looking statements or Non-GAAP financial measures, and these Forecasts were not compiled, examined or reviewed by Cardo's independent auditors. In light of the foregoing, as well as the uncertainties inherent with any forecast or projection, stockholders are cautioned by Cardo to keep these facts in mind and to understand that the information contained in this Information Statement under the heading "A Note About Forward-Looking Statements" applies particularly to these Forecasts. These Forecasts are included solely to provide the reader of this Information Statement with background information relating to the opinion of Inverness.

The Forecasts furnished to Inverness reflected (i) revenues of approximately \$5.9 million for 2011, \$19.2 million for 2012 and \$37.1 million for 2013, (ii) EBITDA (earnings before interest, taxes, depreciation and amortization) of approximately (\$1.3) million for 2011, \$2.2 million for 2012 and \$5.9 million for 2013; and (iii) unlevered free cash flow (EBIT (earnings before interest and taxes), less taxes, capital expenditures and any increase in working capital, plus depreciation, amortization and any decrease in working capital) of approximately (\$4.6) million for 2011, (\$1.4) million for 2012 and (\$1.9) million for 2013. Cardo management projected that no taxes would be paid by Cardo through 2013 due to its operating history. These Forecasts reflect a level of financial performance by Cardo that is materially stronger than has been the case or is likely to be case given the challenges that faced Cardo in 2010 and beyond in raising the necessary level of financing to fund its business and operations.

Inverness made no independent investigation of any legal matters involving Sellers or Arthrex, and has assumed the correctness of all statements with respect to legal matters made or otherwise provided to Cardo and Inverness by Cardo's counsel or by Arthrex's counsel.

The opinion did not constitute a recommendation to our Board of Directors or any other person with respect to the Transaction, and did not address the relative merits of the Transaction over any other alternative transactions which may have been available to Cardo. Inverness expressed no opinion as to the underlying business decision of Cardo to effect the Transaction, the structure, or accounting treatment or taxation consequences of the Transaction or the availability or the advisability of any alternatives to the Transaction. Inverness expressed no opinion with

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respect to any other reasons, legal, business, or otherwise, that may have supported the decision of the Board of Directors of Cardo to approve or cause Cardo to enter into the Arthrex Asset Purchase Agreement or consummate the Transaction. No opinion was expressed with respect to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation payable to any of the officers, directors or employees of Cardo, or class of such persons, whether independently or relative to the Consideration, including whether such compensation is reasonable in the context of the Transaction, and Inverness also expressed no opinion as to the price at which the common stock of Cardo would trade upon announcement of the Transaction or at any future time. Inverness made no independent investigation of any legal, accounting or tax matters affecting Cardo, and assumed the correctness of all legal, accounting and tax advice given to Cardo and its Board of Directors. The opinion did not address the fairness of any specific portion of the Consideration or any other particular component of the Transaction, did not address the fairness of the allocation of the Consideration between Sellers, and did not address the fairness to the stockholders of Cardo of the portion of the Consideration that may ultimately become distributable to such stockholders following consummation of the Transaction.

Inverness's opinion was based on market, economic, financial and other circumstances and conditions as they existed as of January 24, 2011. Inverness's opinion can be evaluated only as of January 24, 2011, and any material change in such circumstances and conditions would require a reevaluation of its opinion, which Inverness is under no obligation to undertake. Inverness assumed no responsibility to update or revise its opinion based upon events or circumstances occurring after the date thereof.

The following is a brief summary of the material financial analyses performed by Inverness in connection with the preparation of its opinion. The various analyses summarized below were based on market data as it existed on or before January 21, 2011, and is not necessarily indicative of current market conditions. Inverness conducted three primary analyses, as described below, in connection with arriving at its opinion, including Selected Public Companies Analysis, Selected Precedent Transactions Analysis and Discounted Cash Flow Analysis. Although each financial analysis was provided to the Board of Directors of Cardo in connection with arriving at its opinion, Inverness considered all of its analyses as a whole and did not attribute any particular weight to any analysis described below. These summaries of financial analyses include information presented in tabular format. To fully understand the financial analyses used by Inverness, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses.

Principal Assumptions Related to Consideration to be Received by Cardo for the Division.

Cardo's senior management does not as a matter of course make public projections as to future performance and is especially wary of making projections for extended periods due to the unpredictability of the underlying assumptions and estimates. Certain of Inverness's analyses were based on our estimates for three cases:

one which assumed that we would receive zero value from the Royalty (the No Royalty Case);

one which assumed that the net present value of the Royalty was approximately \$12.0 million (the Management Case); and

one which assumed that the net present value of the Royalty was approximately \$5.5 million (the Adjusted Management Case).

Inverness discounted the value of the projected cash flows received from the Royalty, less \$250,000 in assumed annual administrative expenses, by a discount rate of 17.5% per annum, which discount rate was selected based upon a weighted average cost of capital analysis for Cardo and other selected public companies with similar operating profiles plus a small cap premium. The Management Case reflected 20 years of projected cash flows from the Royalty, and the Adjusted Management Case reflected 10 years of projected cash flows from the Royalty.

In addition, Inverness assumed, with Cardo's consent, that the estimated Closing Asset Value, as defined in the Arthrex Asset Purchase Agreement, totaled approximately \$4.7 million. With respect to each of such analyses, Inverness noted that the projected consideration to be received by Cardo in the Transaction is the sum of the cash

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proceeds of approximately \$10.0 million, plus the estimated Closing Asset Value of approximately \$4.7 million plus the projected net present value of the Royalty of \$0, approximately \$5.5 million and approximately \$12.0 million in the No Royalty Case, Adjusted Management Case and Management Case, respectively.

With respect to each of such analyses, Inverness noted that the projected consideration to be received by Cardo in the Transaction was approximately \$14.7 million, \$20.2 million and \$26.7 million in the No Royalty Case, Adjusted Management Case and Management Case, respectively, and compared such expected consideration to the implied enterprise values derived from each such analysis.

Selected Public Companies Analysis.

Inverness, using publicly available information, compared certain historical and projected financial and operating information of a group of selected orthopedic companies deemed to be relevant to analyzing the historical and projected financial and operating information of Cardo's Division. The companies used in this comparison included the following companies:

Alphatec Holdings, Inc.

ArthroCare Corporation

Exactech Inc.

Integra LifeSciences Holdings Corporation

NuVasive, Inc.

Orthofix International NV

Symmetry Medical, Inc.

Wright Medical Group Inc.

For purposes of this analysis, Inverness analyzed the following statistics of each of these companies for comparison purposes:

the ratio of enterprise value, defined as market capitalization plus total debt less cash and cash equivalents, to last twelve months (LTM) revenue;

the ratio of enterprise value to estimated calendar year (CY) 2010 revenue; and

the ratio of enterprise value to estimated CY 2011 revenue.

Based on the analysis of the relevant metrics for each of the selected public companies, Inverness selected a representative range, comprised of the value calculated from the first quartile to the third quartile, of financial multiples of the selected public companies and applied this range of multiples to the relevant financial statistic of Cardo's Division. Estimated financial data of the selected publicly traded companies were based on consensus estimates reported by Capital IQ, a business of Standard & Poor's, calculated as the mean of independent research analyst estimates. Estimated financial data for Cardo's Division were based on management projections provided to Inverness. Using this information, Inverness estimated the implied enterprise value of the business being sold in the Transaction as follows:

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All \$ in thousands.

			Cardo s		Implied	
	1st	Median	3rd	Operating	Enterprise Value	Implied
Enterprise Value to:	Quartile	Median	Quartile	Statistic	(1 st - 3 rd Quartile)	Median Enterprise Value
LTM Revenues Estimated CY 2010	1.2x	1.4x	2.3x	\$2,213	\$ 2,740 - \$5,086	\$ 3,035
Revenues Estimated CY 2011	1.3x	1.3x	2.3x	\$2,213	\$ 2,825 - \$5,078	\$ 2,937
Revenues	1.2x	1.2x	2.2x	\$5,860	\$ 6,937 - \$12,692	\$ 7,134

Inverness noted that the earnings before interest, taxes, depreciation and amortization, or EBITDA, for Cardo s Division for LTM and estimated 2010 and 2011 were negative and, therefore, not meaningful in determining the implied enterprise value for Cardo s Division relative to the selected public companies. Such analyses were therefore not included. Inverness did not include every company that could be deemed to be a participant in the same industry as Cardo s Division, or in any specific sectors of this industry. No company used in this analysis is identical or directly comparable to Cardo s Division. Rather, this analysis involves complex considerations and judgments concerning differences in financial and operating characteristics and other factors that could affect the public trading or other values of the companies to which Cardo s Division was compared.

Selected Precedent Transactions Analysis.

Inverness also analyzed the Consideration to be payable in the Transaction as compared to the consideration payable in other publicly-announced transactions. In connection with this analysis, Inverness reviewed the following transactions involving target companies in the orthopedic industry that were announced since January 1, 2006 that it deemed relevant.

Announcement Date	Name of Acquiror	Name of Target
08/17/10	Medtronic, Inc.	Osteotech, Inc.
12/17/09	Alphatec Holdings, Inc.	Scient X Groupe
09/14/09	Integra LifeSciences Holdings Corporation	Innovative Spinal Technologies, Inc.
04/22/09	Zimmer, Inc.	Abbott Spine, Inc.
04/22/09	Integra LifeSciences Holdings Corporation	Theken Spine, LLC
04/22/09	NuVasive, Inc.	Cervitech, Inc.
07/27/07	Medtronic, Inc.	Kyphon Inc.
03/12/07	Smith & Nephew plc	Plus Orthopedics Holding AG
12/18/06	Investor Syndicate	Biomet, Inc.
12/04/06	Kyphon Inc.	St. Francis Medical Technologies, Inc.
08/07/06	Orthofix International N.V.	Blackstone Medical, Inc.
07/11/06	Smith & Nephew plc	OsteoBiologics, Inc.

The information analyzed by Inverness for the precedent transactions analysis included the ratios of enterprise value to LTM revenue, and enterprise to estimated next twelve months (NTM) revenue. Inverness selected a representative range of financial multiples of the precedent transactions, as shown in the following table, and applied this range of multiples to the relevant financial statistic:

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All \$ in thousands.

	Cardo s			Division Operating Statistic	Implied Enterprise	Implied Median Enterprise Value
	1 st Quartile	Median	3 rd Quartile		Value (1 st - 3 rd Quartile)	
Enterprise Value to:						
LTM Revenues	3.0x	3.8x	5.1x	\$2,213	\$ 6,644 - \$11,319	\$ 8,307
NTM Revenues	1.5x	3.3x	5.3x	\$5,860	\$ 8,597 - \$31,083	\$ 19,136

Inverness noted that the projected EBITDA for Cardo s Division for LTM and NTM were negative and, therefore, not meaningful in determining the implied enterprise value for Cardo s Division relative to the selected precedent transactions. Such analyses were therefore not included.

Discounted Cash Flow Analysis.

Inverness used cash flow forecasts of Cardo s Division for fiscal years 2011 through 2013 provided by Cardo management to perform a discounted cash flow analysis. In conducting this analysis, Inverness assumed that the Division would perform in accordance with these forecasts. Inverness also assumed for purposes of this analysis, based on the guidance of Cardo management, that Cardo s ability to continue as a going concern and achieve the results reflected in the financial and operating forecasts was dependent on Cardo raising approximately \$10 million in the near future, and that Cardo s ability to raise such capital within the necessary time frame was unlikely. Inverness first estimated the discounted value of the projected cash flows of the Division using discount rates ranging from 15.0% to 25.0% per annum, which range of discount rates was selected based upon a weighted average cost of capital analysis for Cardo and other selected public companies with similar operating profiles plus a small cap premium. Inverness then calculated a terminal value based on EBITDA exit multiples of 9.0x to 11.0x (based on the trading multiples of selected public companies). These terminal values were then discounted to present value using discount rates ranging from 15.0% to 25.0% per annum. This analysis indicated a range of enterprise values. Inverness also assumed that if Cardo was able to raise the necessary additional capital to achieve management projections, the existing shareholder base as of January 21, 2010 would be diluted by 21.9% in order to raise such capital at Cardo s stock price as of January 21, 2010. Inverness accounted for such dilution when calculating the implied enterprise value accruing to existing shareholders of \$16.4 million to \$28.1 million.

In connection with its opinion, Inverness performed a variety of financial and comparative analyses, of which the analyses deemed most pertinent by Inverness are summarized above. The foregoing is not a comprehensive description of all analyses undertaken by Inverness in connection with its opinion. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to a partial analysis or summary description. In arriving at its opinion, Inverness considered the results of all of its analyses as a whole and did not attribute any particular weight to any analysis or factor it considered, Inverness believes that selecting any portion of its analyses, without considering all analyses as a whole, would create an incomplete view of the process underlying its analyses and opinion. In addition, Inverness may have given various analyses and factors more or less weight than other analyses and factors, and may have deemed various assumptions more or less probable than other assumptions. As a result, the ranges of valuations resulting from any particular analysis described above should not be taken to be Inverness s view of the actual value of Cardo s Division. In performing its analyses, Cardo made numerous assumptions with respect to industry performance, general business and economic conditions and other matters. Many of these assumptions are beyond the control of Cardo. Any estimates contained in Inverness s analyses are not necessarily indicative of future results or actual values, which may be significantly more or less favorable than those suggested by such estimates. Accordingly, the estimates used in, and the ranges of valuations resulting from, any particular analysis described above are inherently subject to substantial uncertainty and should not be taken to be Inverness s view of the actual value of the Division.

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The Consideration was determined through arm's-length negotiations between Cardo and Arthrex and was approved by Cardo's Board of Directors. Inverness provided advice to Cardo during these negotiations. Inverness did not, however, recommend any specific Consideration to Cardo or that any Consideration constituted the only appropriate consideration for the Transaction.

Inverness's opinion and its presentation to Cardo's Board of Directors was one of many factors taken into consideration by Cardo's Board of Directors in deciding to adopt and declare advisable the Transaction and to determine that the Transaction was in the best interests of Cardo. Consequently, the analyses as described above should not be viewed as determinative of the opinion of Cardo's Board of Directors with respect to the Consideration or of whether Cardo's Board of Directors would have been willing to agree to a different Consideration.

Inverness, as part of its investment banking services, is regularly engaged in the valuation of businesses and securities in connection with mergers, acquisitions, private placements and valuations for corporate and other purposes. In selecting Inverness as Cardo's financial advisor in connection with the asset sale, Cardo considered Inverness's qualifications, reputation and experience in the valuation of businesses, assets and securities in connection with mergers and acquisitions and strategic transactions generally. Inverness and its affiliates in the ordinary course of business provides and in the future may continue to provide investment banking or financial advisory services to Cardo and may receive fees for the rendering of such services. However, other than in connection with the Transaction, Inverness has not provided services to Cardo in the past and there is no agreement in place with respect to Inverness providing any services to Cardo in the future.

In addition, in the ordinary course of its businesses, Inverness and its affiliates may actively trade the debt and equity securities of Cardo or Arthrex for its own account or for the accounts of its customers and, accordingly, may at any time hold long or short positions in such securities.

Inverness has been engaged by Cardo as its financial advisor pursuant to the engagement and indemnity agreement dated October 31, 2010, by and between Inverness and Cardo (the "Inverness Engagement Letter"). In connection with the Transaction, Inverness will receive a fee for the rendering of the opinion and certain additional fees for its services in connection with the Transaction. Cardo has agreed to pay Inverness an aggregate fee of \$400,000, a substantial portion of which is payable at closing, and Inverness is entitled to additional payments of up to 5% of the royalty payments received by us. In addition, Cardo has agreed to indemnify Inverness against and exculpate Inverness from certain liabilities that may arise out of Inverness's engagement, all as more fully described in the Inverness Engagement Letter.

Dissenters' Rights

In accordance with the Delaware General Corporation Law, our stockholders do not have dissenters' or appraisal rights in connection with the Arthrex Asset Sale or Name Change.

Certain Federal Income Tax Consequences

The Arthrex Asset Sale will be treated by the Company as a taxable transaction for federal income tax purposes. It is anticipated that any gain resulting from the Arthrex Asset Sale will be offset against the Company's net operating loss carryforwards. However, utilization of these carryforwards generates an alternative minimum tax for federal income tax purposes. At this time, we are unable to determine the alternative tax liability generated due to the utilization of these carryforwards.

Accounting Treatment

Upon completion of the Arthrex Asset Sale, we will remove from our consolidated balance sheet all of the assets of our Reconstructive Division sold to Arthrex and will reflect therein the effect of the receipt and the use of the proceeds of the Arthrex Asset Sale. We will record a gain on the sale of assets to Arthrex equal to the difference

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between the purchase price received and the book value of the assets sold in our consolidated st