

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Medicure Inc.		08/11/2006	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Merrill Lynch Capital Canada Inc.
Street Address:	181 Bay Street
Internal Address:	Suite 400
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J2V8
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2866998	MEDICURE
Registration Number:	2889480	CARDOXAL
Serial Number:	76615137	MEDICURE
Serial Number:	78378606	CARDOXAPRIL
Serial Number:	78913617	WINDOXAL
Serial Number:	78913691	PRISALUS
Serial Number:	78913708	PYRIMAX
Serial Number:	78913667	CARDAXION
Serial Number:	78913639	PYRISAL
Serial Number:	78913719	MYOSALUS

**CORRESPONDENCE DATA**

Fax Number: (215)832-5767  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2866998

Phone: 215-569-5619  
Email: perry@blankrome.com  
Correspondent Name: David M. Perry  
Address Line 1: One Logan Square  
Address Line 2: 9th Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 121647-01046

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: David M. Perry

Signature: /David M. Perry/

Date: 08/15/2006

**Total Attachments: 12**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 11th day of August, 2006, by Medicure Inc., a corporation continued under the federal laws of Canada ("Grantor"), in favor of Merrill Lynch Capital Canada Inc., a corporation organized under the laws of Ontario, Canada, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor and certain other affiliates of Grantor now or hereafter party thereto (collectively, the "Obligors"), Grantee and Lenders are parties to a certain Credit and Security Agreement dated as of August 8, 2006 (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Medicure, Inc., the parent corporation of Grantor (the "Borrower"), by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement and certain other "Security Documents" (as defined under the Credit Agreement) now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, and trademark applications, and all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing belonging to Grantor (collectively, the "Trademarks", which for purposes of this Agreement shall mean trademark properties filed in the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of all "Obligations" of the Obligors as defined in and provided for under the Credit Agreement and the other "Financing Documents" (as defined in the Credit Agreement), including without limitation all indebtedness, obligations and liabilities of Grantor as the guarantor and surety for the "Obligations" of the Borrower as defined in and provided for under the Credit Agreement and the other Financing Documents (all collectively, the "Secured Obligations");

WHEREAS, Grantor and Grantee wish to execute an agreement governed by the laws of the state of New York evidencing, providing for and reconfirming the granting of such security interest in the Trademarks and all proceeds thereof, which such agreement may be and is intended by the parties to be filed with the United States Patent and Trademark Office;

WHEREAS, Grantor and Grantee mutually agree and acknowledge that this Trademark Security Agreement shall not function as any form of assignment of the ownership of the Trademarks, including but not limited to those Trademarks based on Section 1(b) of the Lanham (Trademark) Act; provided, however, that such agreement and acknowledgment shall in no way derogate the security pledge provided in this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor, intending to be legally bound, agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. All of the terms and conditions of the Credit Agreement and the Security Documents to which Grantor is a party (whether such Security Documents are governed by the laws of the Canada, Barbados, any jurisdiction or state of United States or any other jurisdiction) and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademarks Collateral"), whether now owned or existing and hereafter created, acquired or arising:

i. Any and all Trademarks of Grantor, specifically including without limitation (x) each of the Trademarks (including each trademark application) listed on Schedule 1 annexed hereto and (y) each of the Trademarks (including each trademark application) that may be the subject of any Supplement to this Agreement hereafter delivered by Grantor to Grantee in accordance with the provisions of Section 3 of this Agreement below, together with any reissued, continuations or extensions thereof, and all of the goodwill of the business connection with the use of, and symbolized by, each Trademark; and

ii. all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademarks or injury to the goodwill associated with any Trademarks and also including any and all Accounts (including without limitation rights to receive license fees or royalties in connection with any licenses of the Trademarks (including each trademark application)) and General Intangibles arising therefrom and/or constituting proceeds thereof.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Trademarks (including any new trademark application and any new trademark issued or registered with respect to any trademark application previously listed on Schedule 1 hereto or the Schedule 1 to any other Supplement delivered to Grantee in accordance with this paragraph), and in any event no later than the delivery by Obligors of the Compliance Certificate required to be delivered by Obligors under Section 4.1 of the Credit Agreement in connection with the financial statements of Grantor and its affiliates dated as of the last day of the fiscal quarter in which such new Trademarks were acquired, Grantor shall deliver to Grantee a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Trademarks (including any such newly acquired trademark applications or newly issued or registered trademarks) on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such newly acquired Trademarks and the proceeds thereof to Grantee to secure the Secured Obligations, which such

Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that:

A. Schedule 1 set forth a full, complete and correct list of all registered Trademarks (including all filed Trademark applications) owned by Grantor as of the date hereof; and

B. As of the date hereof, (i) all such registered Trademarks listed on Schedule 1 are existing, in good (i.e., live) standing, and to the best of Grantor's knowledge, valid, subsisting and enforceable, and all filings necessary to maintain the effectiveness of the registrations of all such registered Trademarks have been made, (ii) all such filed Trademark applications listed on Schedule 1 have been properly filed with the United States Patent and Trademark Office and any and all applicable application or filing fees have been paid in connection therewith, and (iii) except as otherwise disclosed to Grantee in writing, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all such registered Trademarks and all such filed Trademark applications free and clear of any Liens other than Permitted Liens, including without limitation licenses and covenants by Grantor not to sue third persons.

5. Events of Default and Remedies. The occurrence of any "Event of Default" as defined and provided for in the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademarks Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the state of New York as in effect from time to time. For purposes of clarification, except to the extent permitted by law and the Credit Agreement or any other Security Document, in the event of an Event of Default, Grantee will not undertake an assignment of any Trademark that is, at such time, filed on the basis of Section 1(b) of the U.S. Lanham (Trademark) Act, if such assignment would invalidate or otherwise materially jeopardize the validity of such trademark.

6. Power of Attorney. Without limiting the generality of any power of attorney granted to Grantee under the Credit Agreement or any other Security Document, Grantor hereby authorizes Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor's true and lawful attorney-in-fact, with the power the power (i) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Trademarks Collateral provided for herein, provided that, unless an Event of Default as defined in Section 5 of this Agreement above shall have occurred and remain outstanding, the powers described in this clause (i) shall only be exercisable by Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof, if Grantor shall have failed to execute any such Supplement,

agreement, document or instrument within ten (10) Business Days following request therefor from Grantee and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 5 of this Agreement above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise, sell, transfer title in or dispose of the Trademarks Collateral, and in each case to file with the United States Patent and Trademark Office in the name of and on behalf of Grantor any such Supplement, agreement, document, instrument, assignment or bill of sale executed by Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement. This power of attorney is coupled with an interest and is and shall be irrevocable.

7. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

8. Amount Secured - Compliance with Barbados Law Lodgement and Stamping Requirements.

A. The amount to be secured by this Agreement shall be unlimited. This Agreement shall be stamped in Barbados pursuant to the provisions of the Stamp Duty Act, Cap. 91 of the laws of Barbados, in the first instance with stamp duty covering an aggregate indebtedness of the amount stated on Annex I, and the Grantor hereby agrees that the Agent shall be and is hereby empowered at any time or times hereafter (without the further license or consent of the Grantor) to affix additional stamp duty hereon covering any sum or sums by which the said indebtedness may exceed the said sum, it being the intent of these presents that until its discharge in writing by the Agent any charge hereby created shall be a continuing security for the Secured Obligations whether incurred, existing or arising before or after the execution and delivery of the Credit and Security Agreement dated as of August 8, 2006 among Grantor, certain affiliates of Grantor, the lenders from time to time parties thereto and the Agent..

B. Without prejudice to the right of the Agent under this Section 8, the Grantor will at all times and from time to time duly stamp this Agreement in accordance with the intent of this Section 8 hereof and shall procure that such statement of the charge hereby created or such amended particulars thereof in such form as the Agent may reasonably require are duly lodged with the Registrar, Corporate Affairs and Intellectual Property Office, Barbados, pursuant to Part II Division A of the Companies Act, Cap.308 of the laws of Barbados.

[Signatures on Following Page]  
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

In the presence of and before me,  
Notary Public:

**SUBSIDIARY GUARANTORS:**

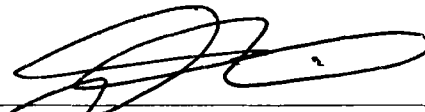
**MEDICURE INC.**

  
\_\_\_\_\_

By:   
Name: Derek Reimer  
Title: Chief Financial Officer

In the presence of and before me,  
Notary Public:

  
\_\_\_\_\_

By:   
Name: Dawson Reimer  
Title: Vice President, Operations

Agreed and Accepted  
As of the Date First Written Above

**GRANTEE:**

**MERRILL LYNCH CAPITAL CANADA INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

In the presence of and before me, Notary Public:

\_\_\_\_\_

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

In the presence of and before me,  
Notary Public:

**SUBSIDIARY GUARANTORS:**

**MEDICURE INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Derek Reimer  
Title: Chief Financial Officer

In the presence of and before me,  
Notary Public:

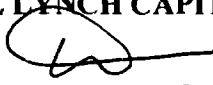
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Dawson Reimer  
Title: Vice President, Operations

Agreed and Accepted  
As of the Date First Written Above

**GRANTEE:**

**MERRILL LYNCH CAPITAL CANADA INC.**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_ Loretta Marcoccia \_\_\_\_\_  
Title: \_\_\_\_\_ Director \_\_\_\_\_

In the presence of and before me, Notary Public:

  
\_\_\_\_\_

[Signature Page to Trademark Security Agreement]



**Schedule 1 to MEDICURE INC. Trademark Security Agreement**

TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Medicure	2866998	July 27, 2004
Cardoxal	2,889,480	Sept. 28, 2004

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Medicure and Design	76/615137	Oct. 8, 2004
Cardoxapril	78/378,606	March 4, 2004
Windoxal	78/913,617	June 21, 2006
Prisalus	78/913,691	June 21, 2006
Pyrimax	78/913,708	June 21, 2006
Cardaxion	78/913,667	June 21, 2006
Pyrisal	78/913,639	June 21, 2006
Myosalus	78/913,719	June 21, 2006

**EXHIBIT A**

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of this \_\_\_ day of \_\_\_\_\_, by Medicure Inc., a corporation continued under the federal laws of Canada ("Grantor") in favor of Merrill Lynch Capital Canada Inc., a corporation organized under the laws of Ontario, Canada, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

**W I T N E S S E T H**

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of August 11, 2006 (as the same heretofore may have been and hereafter may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Trademark Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement; and

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Secured Obligations a security interest in and to all of Grantor's now existing and hereafter acquired Trademarks and all proceeds thereof;

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Trademarks (including any new Trademark application), Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by it of a security interest in all such newly acquired Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the newly acquired Trademarks (including each trademark application) listed on Schedule 1 to this Supplement, together with any reissued, continuations or extensions thereof, and all of the goodwill of the business connection with the use of, and symbolized by, each Trademark; and all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademarks or injury to the goodwill associated with any Trademarks and also

including any and all Accounts (including without limitation rights to receive license fees or royalties in connection with any licenses of the Trademarks (including each trademark application)) and General Intangibles arising therefrom and/or constituting proceeds thereof, and agrees that all such newly acquired Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that:

A. Schedule 1 set forth a full, complete and correct list of all registered Trademarks (including all filed Trademark applications) owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule I delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof (all such newly acquired registered Trademarks (including newly acquired filed Trademark applications), the "Newly Acquired Trademarks") ; and

B. As of the date hereof, (i) all such registered Newly Acquired Trademarks listed on Schedule 1 are existing, in good (i.e., live) standing, and to the best of Grantor's knowledge, valid, subsisting and enforceable, and all filings necessary to maintain the effectiveness of the registrations of all such registered Newly Acquired Trademarks have been made, (ii) all such new acquired filed Trademark applications listed on Schedule 1 have been properly filed with the United States Patent and Trademark Office and any and all applicable application or filing fees have been paid in connection therewith, and (iii) except as otherwise disclosed to Grantee in writing, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all such registered Newly Acquired Trademarks and newly acquired filed Trademark applications free and clear of any Liens other than Permitted Liens, including without limitation licenses and covenants by Grantor not to sue third persons.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]  
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IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the Trademark Security Agreement as of the date first written above.

**GRANTOR:**

**MEDICURE INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

In the presence of and before me, Notary Public:

\_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**GRANTEE:**

**MERRILL LYNCH CAPITAL CANADA INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

In the presence of and before me, Notary Public:

\_\_\_\_\_

[Signature Page to Trademark Security Agreement – Supplement Date \_\_\_\_\_ ]

**SCHEDULE 1 TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**  
**DATED \_\_\_\_\_**

**TRADEMARKS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
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**TRADEMARK APPLICATIONS**

<u>Trademark Description</u>	<u>Application</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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**ANNEX I**

**(See Section 8 of Agreement)  
COMPLIANCE WITH BARBADOS LAW**

**First Aggregate Indebtedness This Agreement Is Stamped To Cover**

**Fifteen million eight hundred and forty thousand dollars United States currency  
(US\$15,840,000.00)**