

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COLLATERAL AGENCY RESIGNATION AND APPOINTMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knight Therapeutics Inc.		11/24/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	NORREP CREDIT OPPORTUNITIES FUND II, LP		
Street Address:	77 King Street W., Suite 3730		
Internal Address:	c/o Crown Capital Partners Inc.		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1H6		
Entity Type:	CORPORATION: ALBERTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86288713	CRH	
Serial Number:	86288705	CRH MEDSENSE	
Serial Number:	86288697	MEDSENSE	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4168658244		
Email:	efan@torys.com		
Correspondent Name:	Edward Fan		
Address Line 1:	79 Wellington Street West		
Address Line 2:	30th Floor		
Address Line 4:	Toronto, CANADA M5K 1N2		
ATTORNEY DOCKET NUMBER:	37878-2001		
NAME OF SUBMITTER:	Edward Fan		
SIGNATURE:	/Edward Fan/		
DATE SIGNED:	12/22/2015		
Total Attachments: 7			

OP \$90.00 86288713

source=Collateral Agency Resignation and Appointment Agreement - Executed#page1.tif
source=Collateral Agency Resignation and Appointment Agreement - Executed#page2.tif
source=Collateral Agency Resignation and Appointment Agreement - Executed#page3.tif
source=Collateral Agency Resignation and Appointment Agreement - Executed#page4.tif
source=Collateral Agency Resignation and Appointment Agreement - Executed#page5.tif
source=Collateral Agency Resignation and Appointment Agreement - Executed#page6.tif
source=Collateral Agency Resignation and Appointment Agreement - Executed#page7.tif

COLLATERAL AGENCY RESIGNATION AND APPOINTMENT AGREEMENT

THIS COLLATERAL AGENCY RESIGNATION AND APPOINTMENT AGREEMENT (the “**Agreement**”) is made as of this 24th day of November, 2015

B E T W E N:

KNIGHT THERAPEUTICS INC.

(the “**Original Collateral Agent**”)

- and -

NORREP CREDIT OPPORTUNITIES FUND II, LP.

(the “**New Collateral Agent**”)

- and -

NORREP CREDIT OPPORTUNITIES FUND II, LP and NORREP CREDIT OPPORTUNITIES FUND II (PARALLEL), LP

(collectively, the “**Subordinated Lender**”)

- and -

KNIGHT THERAPEUTICS INC.

(the “**Original Senior Lender**”)

- and -

CRH MEDICAL CORPORATION

(the “**Borrower**”)

RECITALS:

- A. The Borrower and the Subordinated Lender entered into a credit agreement dated as of December 1, 2014, as amended by a first amendment dated on or about the date hereof (as may be further amended from time to time, the “**Subordinated Credit Agreement**”), pursuant to which the Subordinated Lender agreed to advance a loan to the Borrower for the purposes set forth therein.
- B. The Borrower and the Original Senior Lender entered into a credit agreement dated as of December 1, 2014 (as may be further amended from time to time, the “**Senior Credit Agreement**”), pursuant to which the Original Senior Lender agreed to advance a loan to the Borrower for the purposes set forth therein.
- C. The Borrower, the Original Senior Lender, the Subordinated Lender (the Subordinated Lender together with the Original Senior Lender, collectively, the “**Lenders**”) and the Original Collateral Agent entered into that certain intercreditor agreement dated as of December 1, 2014 (as may be further amended from time to time, the “**Intercreditor Agreement**”), pursuant to which the

Original Collateral Agent was appointed collateral agent to hold the Security for and on behalf of the Original Senior Lender and the Subordinated Lender.

- D. The Borrower proposes to repay the obligations under the Senior Credit Agreement and terminate the Senior Credit Agreement.
- E. The Original Collateral Agent wishes to resign as collateral agent, and the New Collateral Agent wishes to accept the appointment of successor collateral agent pursuant to Section 6.04 of the Intercreditor Agreement.
- F. Notwithstanding that Section 6.04 of the Intercreditor Agreement requires that the Original Collateral Agent may resign at any time by giving thirty (30) days written notice to the Lenders and that the Original Collateral Agent has not provided such written notice to the Lenders, the Lenders and the Borrower wish to accept the resignation of the Original Collateral Agent effective as of the date hereof and appoint the New Collateral Agent as the successor to the Original Collateral Agent on the date hereof; and
- G. The New Collateral Agent is willing to accept the appointment as successor collateral agent under the Intercreditor Agreement and to perform all appropriate duties in such capacities as required under the Subordinated Credit Agreement and Intercreditor Agreement, as applicable;

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Defined Terms

All terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Subordinated Credit Agreement and the Intercreditor Agreement, as applicable.

2. Resignation of Original Collateral Agent

Effective on the date hereof, the Original Collateral Agent hereby assigns all right, title and interest in the Security to the New Collateral Agent and resigns as Collateral Agent, and the Lenders and the Borrower hereby accept such resignation. The Original Collateral Agent shall have no further rights, powers, privileges or duties as Collateral Agent under the Intercreditor Agreement and is hereby granted a full release from any such obligations thereunder.

3. Appointment of New Collateral Agent

Effective on the date hereof, each Lender hereby appoints the New Collateral Agent as Collateral Agent under the Intercreditor Agreement and authorizes the New Collateral Agent to take such actions as agent on its behalf to and exercise such powers under the Loan Documents as are delegated to the Collateral Agent by the terms of the Loan Documents, together with such powers as are reasonably incidental thereto. The New Collateral Agent hereby succeeds to and is vested with all of the rights, powers, privileges, duties and obligations of the Original Collateral Agent under the Intercreditor Agreement without further act, deed or conveyance. The New Collateral Agent shall be substituted for the Original Collateral Agent as Collateral Agent under the Intercreditor Agreement, the Subordinated Credit Agreement and the other Loan Documents and shall be the "Collateral Agent" as defined in the Intercreditor Agreement and the Subordinated Credit Agreement.

4. Disclaimer of Liability

The New Collateral Agent shall have no liability or responsibility for any actions taken or omissions by the Original Collateral Agent arising prior to the date hereof in connection with the Original Collateral Agent's performance of their respective duties as Collateral Agent under the Intercreditor Agreement or the other Loan Documents. The Original Collateral Agent shall have no liability or responsibility for any actions taken or omissions by the New Collateral Agent arising after the date hereof in connection with the New Collateral Agent's performance of its duties as Collateral Agent under the Intercreditor Agreement or the other Loan Documents.

5. Further Assurances

The Original Collateral Agent hereby authorizes the New Collateral Agent, the Borrower, or any of their respective counsel or agents to make and effect such financing change statements and filings (including without limitation under any personal property security registries and land title registries) as may be necessary or advisable to reflect the resignation of the Original Collateral Agent and the appointment of the New Collateral Agent as the successor Collateral Agent.

6. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

7. Miscellaneous

(a) This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

(b) This Agreement, the other agreements referred to herein, any schedule or supplements hereto or thereto and any instruments or documents delivered or to be delivered in connection herewith or therewith represents the entire agreement and understanding concerning the subject matter hereof and thereof between the parties hereto, and supersede all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

(c) This Agreement shall be executed in any number of counterparts, each of which when executed and delivered is an original and all of which when taken together constitute one and the same instrument.

(d) The parties acknowledge that this Agreement may be executed and delivered by facsimile transmission or by email in 'pdf' format and that the parties may rely on all such facsimile and 'pdf' format signatures as though such facsimile and 'pdf' format signatures were originals.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

KNIGHT THERAPEUTICS INC.,
as Original Collateral Agent and Original Senior Lender

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

**NORREP CREDIT OPPORTUNITIES FUND II,
LP, by its General Partner, Crown Capital Fund III
Management Inc.,** as New Collateral Agent and
Subordinated Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

**NORREP CREDIT OPPORTUNITIES FUND II
(PARALLEL), LP, by its General Partner, Crown
Capital Fund III Management Inc.,** as Subordinated
Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CRH MEDICAL CORPORATION., as Borrower

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

KNIGHT THERAPEUTICS INC.,
as Original Collateral Agent and Original Senior Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NORREP CREDIT OPPORTUNITIES FUND II, LP, by its General Partner, **Crown Capital Fund III Management Inc.,** as New Collateral Agent and Subordinated Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NORREP CREDIT OPPORTUNITIES FUND II (PARALLEL), LP, by its General Partner, **Crown Capital Fund III Management Inc.,** as Subordinated Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CRH MEDICAL CORPORATION., as Borrower

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

KNIGHT THERAPEUTICS INC.,
as Original Collateral Agent and Original Senior Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

**NORREP CREDIT OPPORTUNITIES FUND II,
LP, by its General Partner, Crown Capital Fund III
Management Inc.,** as New Collateral Agent and
Subordinated Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

**NORREP CREDIT OPPORTUNITIES FUND II
(PARALLEL), LP, by its General Partner, Crown
Capital Fund III Management Inc.,** as Subordinated
Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CRH MEDICAL CORPORATION, as Borrower

Per:  _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

[Signature page to Collateral Agency Resignation and Appointment Agreement]

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

KNIGHT THERAPEUTICS INC.,
as Original Collateral Agent and Original Senior Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

**NORREP CREDIT OPPORTUNITIES FUND II,
LP, by its General Partner, Crown Capital Fund III
Management Inc.,** as New Collateral Agent and
Subordinated Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

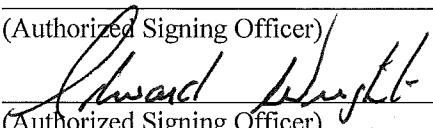
**NORREP CREDIT OPPORTUNITIES FUND II
(PARALLEL), LP, by its General Partner, Crown
Capital Fund III Management Inc.,** as Subordinated
Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CRH MEDICAL CORPORATION., as Borrower

Per: _____
(Authorized Signing Officer)

Per: 
(Authorized Signing Officer)

[Signature page to Collateral Agency Resignation and Appointment Agreement]

20479122