

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medicure Inc.		09/17/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Birmingham Associates Ltd.
Street Address:	712 Fifth Avenue, 36th Floor
Internal Address:	Elliott Management Corporation
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	COMPANY: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2889480	CARDOXAL
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)655-2617
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jay.johnston@dechert.com
 Correspondent Name: James J. Johnston
 Address Line 1: Cira Centre, 2929 Arch Street

CH \$215.00 2889480

Address Line 2: Dechert LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

NAME OF SUBMITTER:	Kristina M. Case
Signature:	/Kristina Case/
Date:	09/21/2007

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 17th day of September, 2007, by **Medicure Inc.**, a corporation continued under the federal laws of Canada (and any assignee or successor in interest thereof) ("Grantor"), in favor of **Birmingham Associates Ltd.**, a Cayman Islands company ("Lender" or "Grantee"):

WITNESSETH

WHEREAS, Grantor and certain other affiliates of Grantor now or hereafter party thereto (collectively, the "Obligors") and Grantee are parties to a certain Debt Financing Agreement dated as of September 17, 2007 (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Debt Financing Agreement"), providing for the purchase by Grantee of certain "Proprietary Rights" (as defined in the Debt Financing Agreement) pursuant to which the "Medicure" (as defined in the Debt Financing Agreement), including Medicure, Inc., are obligated to make "Debt Payments" (as defined in the Debt Financing Agreement).

WHEREAS, pursuant to the terms of the Debt Financing Agreement and certain other "Payment Collateral Document" (as defined under the Debt Financing Agreement) now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Grantee, a security interest in certain assets of Grantor, including without limitation all right, title and interest of Grantor in, to and under all now owned or co-owned and hereafter acquired trademarks, trademark registrations, and trademark applications set forth on Schedule 1 attached hereto, and all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing owned or co-owned by 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 "Medicure Obligations" of the Obligors as defined in and provided for under the Debt Financing Agreement and the other "Transaction Documents" (as defined in the Debt Financing Agreement), including without limitation all indebtedness, obligations and liabilities of Grantor as the guarantor and surety for the "Medicure Obligations" (as defined in the Debt Financing Agreement) and provided for under the Debt Financing Agreement and the other Transaction 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 Debt Financing Agreement and Payment Collateral Documents. All of the terms and conditions of the Debt Financing Agreement and the Payment Collateral Documents to which Grantor is a party (whether such Payment Collateral 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 Debt Financing 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 Payment Collateral Document, Grantor hereby grants to Grantee, for its benefit, and hereby reaffirms the terms of the Debt Financing Agreement and its prior grant pursuant to the Security Agreement and the other Payment Collateral 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 Payment Collateral"), whether now owned or co-owned or existing or hereafter created, acquired or arising:

i. Any and all Trademarks (including each trademark application) owned or co-owned by Grantor that is part of the Payment Collateral, including without limitation (x) those 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 such 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 that are part of the Payment Collateral (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 Debt Financing 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 that:

A. Schedule 1 set forth a full, complete and correct list of all registered Trademarks (including all filed Trademark applications) owned or co-owned by Grantor as of the date hereof that are part of the Payment Collateral; 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 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 Debt Financing 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 Debt Financing Agreement or any other Payment Collateral 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 Payment 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, subject to all the terms of the Security Agreements. For purposes of clarification, except to the extent permitted by law and the Debt Financing Agreement or any other Payment Collateral 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 Debt Financing Agreement or any other Payment Collateral 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 (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 Payment 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 Payment 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 Debt Financing Agreement. This power of attorney is coupled with an interest and is and shall be irrevocable.

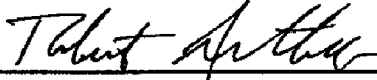
7. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]
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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 **GRANTOR:**
Public:

MEDICURE INC.



**A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF MANITOBA**

By: 

Name: Derek Reimer
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

BIRMINGHAM ASSOCIATES LTD.

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 **GRANTOR:**
Public:

MEDICURE INC.

By: _____
Name: Derek Reimer
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

BIRMINGHAM ASSOCIATES LTD.

By: _____
Name: Paul Singer
Title: President

In the presence of and before me, Notary Public:

OXSANA BITETTI
Notary Public, State of New York
No. 01816137693 Qualified in Richmond County
Certificate Filed in New York County
Commission Expires December 05, 2021

[Signature Page to Trademark Security Agreement]

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Country	Serial Number or Registration Number	Filing Date	Status	Registration Date	Applicant / Registered Owner
Cardoxal	Canada	1201333	Dec. 10, 2003	allowed		Medicure Inc
Cardoxal	Canada	TMA585514	May 24, 2000	registered	July 17, 2003	Medicure Inc.
Cardoxal	Europe	3471299	Oct. 23, 2003	registered	Feb. 9, 2005	Medicure Inc.
Cardoxal	United States	2,889,480	June 9, 2000	registered	Sept. 28, 2004	Medicure Inc.
Cardoxapril	Canada	1205356	Feb. 5, 2004	allowed		Medicure Inc
Cardoxapril	Europe	3664745	Feb. 11, 2004	registered	April 19, 2005	Medicure Inc.
Cardoxapril	United States	78/378,606	March 4, 2004	allowed		Medicure Inc
Windoxal	Canada	1305052	June 12, 2006	allowed		Medicure Inc
Windoxal	United States	78/913,617	June 21, 2006	pending		Medicure Inc
Windoxal	Europe	6246871	August 20, 2007	pending		Medicure Inc
Prisalus	Canada	1305058	June 12, 2006	allowed		Medicure Inc
Prisalus	United States	78/913,691	June 21, 2006	pending		Medicure Inc
Pymax	Canada	1305056	June 12, 2006	allowed		Medicure Inc
Pymax	United States	78/913,708	June 21, 2006	pending		Medicure Inc
Cardaxion	Canada	1305053	June 12, 2006	allowed		Medicure Inc
Cardaxion	United States	78/913,667	June 21, 2006	pending		Medicure Inc
Pyrisal	Canada	1305054	June 12, 2006	allowed		Medicure Inc
Pyrisal	United States	78/913,639	June 21, 2006	pending		Medicure Inc
Myosalus	Canada	1305051	June 12, 2006	allowed		Medicure Inc

Mark	Country	Serial Number or Registration Number	Filing Date	Status	Registration Date	Applicant / Registered Owner
Myosalus	United States	78/913,719	June 21, 2006	pending		Medicare Inc.
Myosalus	Europe	6249619	August 20, 2007	pending		Medicare Inc

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 (and any assignee or successor in interest thereof) ("Grantor") in favor of **Birmingham Associates Ltd.**, a Cayman Islands company ("Lender" or "Grantee");

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of September 17, 2007 (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.

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 certain 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) that are part of the "Payment Collateral" (as defined in the Debt Financing Agreement) (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 Payment Collateral Document, Grantor hereby grants to Grantee, for its benefit, and hereby reaffirms its prior grant pursuant to the Debt Financing Agreement and the other Payment Collateral 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 such 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 Payment 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 that:

A. Schedule 1 set forth a full, complete and correct list of all registered Trademarks (including all filed Trademark applications) owned or co-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 1 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 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 Transaction 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:

BIRMINGHAM ASSOCIATES LTD.

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 _____

<u>Trademark Description</u>	<u>TRADEMARKS</u> <u>U.S. Registration No.</u>	<u>Date Registered</u>
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<u>Trademark Application</u> <u>Description</u>	<u>TRADEMARK APPLICATIONS</u> <u>U.S. Application No.</u>	<u>Date Applied</u>
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