

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409948

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEDICURE INC.		11/17/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CROWN CAPITAL FUND IV MANAGEMENT INC.		
<b>Street Address:</b>	Suite 4330, 77 King Street W.		
<b>Internal Address:</b>	P.O. Box 196		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1H6		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4381505	TARDOXAL	
<b>Registration Number:</b>	2866998	MEDICURE	
<b>Registration Number:</b>	3841797	MEDICURE	
<b>Serial Number:</b>	86638878	AGGRASTAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2037822889		
<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>			
<b>Phone:</b>	2125512616		
<b>Email:</b>	JHall@wiggin.com		
<b>Correspondent Name:</b>	Jonathan D. Hall		
<b>Address Line 1:</b>	Wiggin and Dana LLP		
<b>Address Line 2:</b>	One Century Tower, P.O. Box 1832		
<b>Address Line 4:</b>	New Haven, CONNECTICUT 06508-1832		
<b>NAME OF SUBMITTER:</b>	Jonathan D. Hall		
<b>SIGNATURE:</b>	/Jonathan D Hall/		
<b>DATE SIGNED:</b>	12/22/2016		
<b>Total Attachments: 5</b>			

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 17, 2016 is made by MEDICURE INC., a Canadian corporation, (herein referred to as the "Grantor") in favour of CROWN CAPITAL FUND IV MANAGEMENT INC., as agent, for and on behalf of the Lenders (in such capacity, together with its successors in such capacity, the "Agent") under the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement.

WHEREAS, the Grantor owns the Marks (as hereinafter defined) as listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, as borrower, the lenders from time to time party thereto, as lenders (the "Lenders") and the Agent, as agent for the Lenders, are parties to (i) a credit agreement dated as of November 17, 2016 (as amended, extended, restated, supplemented or modified from time to time, the "Credit Agreement") and (ii) a general security agreement dated as of November 17, 2016 (as amended, extended, restated, supplemented or modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Agent, for and on behalf of the Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all the Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to the Agent, for and on behalf of the Lenders, of the Obligations, the Grantor hereby charges and grants to the Agent, for and on behalf of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by the Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by the Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by the Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by the Grantor in the United States or any foreign country (each a "Mark" and collectively, the "Marks"), including, without

limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Agent, for and on behalf of the Lenders, pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent, on behalf of the Lenders, with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement shall, except to the extent that federal law or laws of another state apply to the Marks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

After indefeasible payment in full of the Obligations, the Agent, on behalf of the Lenders, and the Grantor hereby agree that this Agreement shall be terminated and the Agent, upon request of the Grantor and at the Grantor's expense, shall file all necessary terminations with the applicable party, including, without limitation, UCC financing statement terminations, terminations with the United States Patent and Trademark Office and any other terminations necessary to evidence that this Agreement and the security interest granted hereunder has been terminated.

This Agreement may be executed in counterparts, each of which will be deemed to be an original and which together will constitute one and the same agreement. Electronic delivery of an executed signature page to this Agreement by either party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

If any term or provision contained in this Agreement or the application thereof to any Person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such term or provision to Persons and circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law.

This Agreement may not be modified or amended except with the written consent of the Grantor (to be provided in accordance with the Credit Agreement) and the Agent.

The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Agent.

\* \* \*


IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.



Witness

MEDICURE INC.

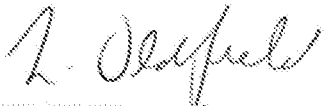
By:

  
Name: James Finley  
Title: CFO

[Signature Page to Trademark Security Agreement - Borrower]

Acknowledged:

**CROWN CAPITAL FUND IV MANAGEMENT  
INC., as Agent**

By:   
Name: Tim Oldfield  
Title: Senior VP, Chief Investment Officer

[Signature Page to Trademark Security Agreement - Borrower]

**TRADEMARK  
REEL: 005950 FRAME: 0475**

Schedule 1 to Trademark Security Agreement

<b>Owner</b>	<b>Trademark</b>	<b>Registration No./ Serial Number</b>	<b>Jurisdiction</b>
Medicure Inc.	Medicure®	TMA663487	Canada
Medicure Inc.	Medicure & Design®	TMA777952	Canada
Medicure Inc.	Tardoxal®	TMA841973	Canada
Medicure Inc.	Tardoxal®	4381505	United States
Medicure Inc.	Medicure®	2866998	United States
Medicure Inc.	Medicure & Design®	3841797	United States
Medicure Inc.	Aggrastat Logo™	86638878	United States