

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451924

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CROWN CAPITAL FUND IV MANAGEMENT INC.		11/17/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDICURE INC.		
<b>Street Address:</b>	2-1250 WAVERLEY STREET		
<b>City:</b>	WINNIPEG		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	R3T 6C6		
<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>	2866998	MEDICURE	
<b>Registration Number:</b>	3841797	MEDICURE	
<b>Registration Number:</b>	4381505	TARDOXAL	
<b>Registration Number:</b>	5087529	AGGRASTAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2013782288		
<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>	11/22/2017		
<b>Total Attachments: 10</b> source=Medicure_Release#page1.tif			

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## PAYOUT AND RELEASE

THIS PAYOUT AND RELEASE is made as of November 17, 2017,

TO: Medicure Inc. (the “**Borrower**”)

AND TO: Medicure Pharma Inc.;  
Medicure International Inc.; and  
Medicure USA Inc.;  
(collectively with the Borrower, the “**Debtors**”)

AND TO: Torys LLP

RE: Credit Agreement dated November 17, 2016 (as amended from time to time prior to the date hereof, the “**Credit Agreement**”) among the Borrower, as borrower, Crown Capital Fund IV, LP and OPB BB Holdings Trust, as lenders (the “**Lenders**”) and Crown Capital Fund IV Management Inc., as agent on behalf of the Lenders (the “**Agent**”).

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WHEREAS the Debtors intend to terminate the Credit Agreement and the Loan Documents (as defined below) and to repay in full all obligations, liabilities and indebtedness owing under or in connection with the Credit Agreement (collectively, the “**Obligations**”) and all other documents or agreements contemplated thereby (collectively, the “**Loan Documents**”);

NOW THEREFOR for good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Agent, the Lenders and the Debtors hereby confirm and agree as follows:

1. The aggregate payout amount of the Obligations owing to the Agent and the Lenders under the Loan Documents is CDN\$62,681,165.27, which amount includes, without limitation, principal, accrued and unpaid interest, prepayment fees, loan administration fees, expenses and other fees (including, for certainty, legal fees), costs and amounts payable under the Loan Documents (collectively, the “**Payout Amount**”).
2. Payment in full of the Payout Amount shall be made by wire transfer to the Agent directly on or before 2 p.m. (Toronto time) on November 17, 2017 by, or for the account of, the Borrower to the account shown at Schedule “A” attached hereto.
3. No further advances may be made or requested under or in connection with the Credit Agreement on or after the effective time of the calculation of the Payout Amount on the date hereof.
4. Effective immediately upon receipt by the Agent of payment in full of the Payout Amount on or before 2 p.m. (Toronto time) on November 17, 2017, the Agent, for and on behalf of itself and the Lenders, hereby:
  - (a) automatically, and without further action on the part of any person, release the Debtors from all Obligations and all covenants, obligations or agreements in respect thereof under the Credit Agreement and the other Loan Documents other than those covenants, obligations or agreements that survive the termination of the applicable Loan Documents in accordance with their express terms on an unsecured basis;

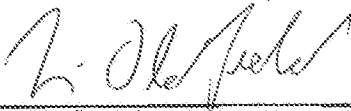
- (b) acknowledges and agrees that the Obligations are repaid in full and that the Credit Agreement and the Loan Documents are automatically, and without further action on the part of any person, irrevocably terminated and of no further force and effect;
  - (c) automatically, and without further action on the part of any person, terminates, releases, surrenders and forever discharges all mortgages, charges, pledges, hypothecs, assignments by way of security, liens, security interests, control agreements or other encumbrances, however created or arising, whether absolute or contingent, fixed or floating, perfected or not, that the Agent has against or in relation to any and all property, assets and undertakings of the Debtors as security for the obligations under the Credit Agreement and all other Loan Documents (the “**Security**”);
  - (d) acknowledges and agrees that any guarantees supporting the Obligations (including, for greater certainty, the partially executed unconditional and irremovable first demand guarantee by Medicure Mauritius Limited in favour of the Agent, to the extent it constitutes a binding agreement) are automatically, and without further action on the part of any person, released and irrevocably terminated and of no further force and effect;
  - (e) authorizes and instructs the Debtors to remove the Agent as loss payee and additional insured under any insurance policies covering the Debtors or its assets; and
  - (f) irrevocably authorizes and directs the Debtors (and their respective agents and designees, including, without limitation, McMillan LLP, MLT Aikins LLP, Wiggin & Dana LLP and Hampton Chambers) to file, or cause to be filed, or discharge, or cause to be discharged, all of the registrations related to the Security at any personal property registry, real property registry, intellectual property office or other similar registry in any jurisdiction (including, without limitation, each of the registrations set forth in Schedule “B”) and such additional lien releases, discharges and other release documentation as may be reasonably requested to effectively terminate any and all of the Agent’s liens on the assets and properties of the Debtors.
5. The Agent shall, after receipt of the Payout Amount, deliver or cause to be delivered to the Debtors (or to such other person as the Debtors may designate) any and all promissory notes issued by any Debtor to the Agent or any Lender in connection with the Credit Agreement, duly marked paid in full or cancelled, stock certificates and stock powers, pledged promissory notes, and other negotiable or original possessory collateral which are in the Agent’s possession as collateral for the Obligations (including, without limitation, each of the pledged certificates set forth in Schedule “C”).
6. The Agent agrees to take all additional commercially reasonable steps reasonably requested by Debtors (or such other person acting on behalf of the Debtors), at the sole expense of the Debtors, as may be necessary to release the Agent’s liens and security interests in any collateral securing the Obligations.
7. The Agent hereby represents and warrants that the Security has not been assigned, sold, encumbered or transferred by it.
8. This Payout and Release shall enure to the benefit of the addressees and their respective successors and assigns.

9. This Payout and Release shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
10. Capitalized terms not defined herein shall have the meaning assigned thereto in the Credit Agreement.

**[Signature Page to Follow]**

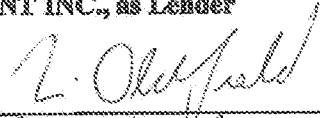
IN WITNESS WHEREOF the Agent has executed this Payout and Release as of the date first above written.

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

Per:   
Name: Tim Oldfield  
Title: Chief Investment Officer

Per: \_\_\_\_\_  
Name:  
Title:

**CROWN CAPITAL FUND IV, LP by its general partner CROWN CAPITAL FUND IV MANAGEMENT INC., as Lender**

Per:   
Name: Tim Oldfield  
Title: Chief Investment Officer

Per: \_\_\_\_\_  
Name:  
Title:


**OPB BE HOLDINGS TRUST, by its trustee, TSX TRUST COMPANY, as Lender**

Per:   
Name: Don Crawford  
Title: Sr. Trust Officer

Per:   
Name: Shelley Martin  
Title: Senior Trust Officer

Acknowledged and Agreed:


**MEDICURE INC.**

Per:   
Name: James Kinley  
Title: CFO


**MEDICURE INTERNATIONAL INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**MEDICURE PHARMA INC.**

Per:   
Name: Dr. Albert Friesen  
Title: President

**MEDICURE U.S.A. INC.**

Per:   
Name: James Kinley  
Title: CFO

Acknowledged and Agreed:

**MEDICURE INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**MEDICURE INTERNATIONAL INC.**

Per: Lois Inniss  
Name: LOIS INNISS  
Title: PRESIDENT

**MEDICURE PHARMA INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**MEDICURE U.S.A. INC.**

Per: \_\_\_\_\_  
Name:  
Title:



**SCHEDULE "A"**

Crown Capital Fund IV Management Inc.

Wiring instructions:

Bank of Montreal - Bank 0001

Regina Main branch - Transit 00138

1800 Scarth Street

Regina, SK S4P 2G3

Swift Code: BOFMCAM2

Account # 1995-562

Account name: Crown Capital Fund IV Management Inc.

**SCHEDULE "B"**  
**REGISTRATIONS**

Personal Property Registrations

<b>Jurisdiction</b>	<b>Debtor Name</b>	<b>Reference File Number / Registration Number</b>
Ontario	Medicure Inc.	717415713
Ontario	Medicure U.S.A. Inc.	717651603
Manitoba	Medicure Inc.	201610612704
Manitoba	Medicure International Inc.	201610615509
Manitoba	Medicure Pharma Inc.	201610614901
Manitoba	Medicure U.S.A. Inc.	201610613603
DC	Medicure Inc.	2016120696
Delaware	Medicure Pharma Inc.	20167236530
DC	Medicure International Inc.	2016120686
Delaware	Medicure U.S.A. Inc.	20167236332

Barbados Security Registrations

1. Registration of statement of charge in respect of general security agreement granted by Medicure International Inc. in favour of the Agent
2. Registration of statement of charge in respect of patent security agreement granted by Medicure International Inc. in favour of the Agent
3. Registration of statement of charge in respect of trademark security agreement granted by Medicure International Inc. in favour of the Agent

Canadian IP Registrations

<b>Jurisdiction</b>	<b>Debtor Name</b>	<b>Description</b>
Canada	Medicure Inc.	Trade-mark No. TMA663487 Trade-mark No. TMA777952 Trade-mark No. TMA841973
Canada	Medicure International Inc.	Trade-mark Appl. No. 1600876
Canada	Medicure International Inc.	Patent No. 2755569

US IP Registrations

1. Registration with United States Patent and Trademark Office of the patent security agreement granted by Medicure International Inc. in favour of Agent.
2. Registration with United States Patent and Trademark Office of the trademark security agreement granted by Medicure Inc. in favour of Agent.
3. Registration with United States Patent and Trademark Office of the trademark security agreement granted by Medicure International Inc. in favour of Agent.

**SCHEDULE "C"**  
**CERTIFICATED PLEDGED SECURITIES**

1. Share Certificate No. R-1 representing 6,933,042 common shares of Medicure Pharma Inc., along with stock transfer power of attorney
2. Share Certificate No. C-1 representing 1,000 common stocks of Medicure USA Inc., along with stock transfer power of attorney
3. Share Certificate No. 235 representing 77,276,640 Common Shares in Medicure International Inc., along with stock transfer power of attorney
4. Share Certificate No. 236 representing 23,806,702 Common Shares in Medicure International Inc., along with stock transfer power of attorney
5. Share Certificate No. 001-B representing one (1) Class B Ordinary Share in Apigen Investments Limited, along with stock transfer power of attorney
6. Share Certificate No. 002-B representing 532,999 Class B Ordinary Shares in Apigen Investments Limited, along with stock transfer power of attorney