

05-31-2002

3ET

To the Honorable Commissioner

102107268

original documents or copy thereof

1. Name of conveying party(ies):

THE WESTAIM CORPORATION

Additional name(s) of conveying party(ies) attached? ☐ Yes X No

2. Name and address of receiving party(ies):

Name: WESTAIM SURFACE ENGINEERING CANADA
INC.

Internal Address: _____

Street Address: 10102 - 114 Street
Fort Saskatchewan, Alberta
T8L 3W4 CANADAAdditional name(s) & address(es) attached? ☐ Yes X No

3. Nature of conveyance:

- X Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 1, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No (s)

09/577,597

B. Patent No.(s)

(Our File: T8461852US2)

Additional numbers attached? ☐ Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Arne I. Fors
Gowling Lafleur Henderson LLPStreet Address: Suite 4900
Commerce Court West
Toronto, Ontario
M5L 1J3
CANADA

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3:41) \$ 40.00

☐ Enclosed

X Authorized to be charged to deposit account

8. Deposit account number:

07/1750

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Arne I. FORS, Registration No. 20,775

Name of Person Signing

Signature

May 30, 2002

Date

Total number of pages comprising cover sheet.

17

ASSET PURCHASE AGREEMENT

This Agreement is made as of January 1, 1998.

BETWEEN:

**THE WESTAIM CORPORATION,
an Alberta corporation
(herein called the "Vendor")**

OF THE FIRST PART,

- and -

**WESTAIM SURFACE ENGINEERING CANADA INC.
an Alberta corporation
(herein called the "Purchaser")**

OF THE SECOND PART.

Recitals

WHEREAS:

- A. The Vendor is the owner of the Assets immediately before the Effective Time; and
- B. The Vendor has agreed to sell the Assets to the Purchaser and the Purchaser has agreed to purchase the Assets from the Vendor on the terms and conditions set out below;

NOW THEREFORE, in consideration of the terms and conditions set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms have the meanings respectively ascribed thereto:

- 1.1 "Accounts Receivable" means all accounts receivable, if any, of the Vendor relating to the Business immediately before the Effective Time, but specifically excluding the accounts receivable so identified in Schedule A.
- 1.2 "Agreement" means this asset purchase agreement together with the Schedules hereto and any amendments hereof.
- 1.3 "Assets" means the Accounts Receivable, the Working Capital, the Depreciable Property, the Intangibles, the Subsidiary Shares, all of the Vendor's rights under manufacturers' and vendors' warranties (and all similar rights against third parties) relating to items included in the Assets to the full extent such rights are transferable, and the Vendor's right, title and interest at the Effective Time in any other assets, properties and rights of every kind and character, tangible or intangible, wherever located and whenever acquired, owned by the Vendor, or in which the Vendor has an interest, which are directly related to, used or held for use exclusively in connection with the Business (but excluding any cash on hand or prepaid expenses of the Business and any real property and improvements thereon).
- 1.4 "Business" means the Vendor's business involving technologies of the Vendor for coating processes and anti-coking (using metals, ceramics and composites to provide superior resistance to coking and carburization) and other coatings developed by the Vendor's surface engineering business unit for application on the internal surfaces of tubes, fittings and parts of virtually any size and geometry, as carried on immediately before the Effective Time.
- 1.5 "Competent Authority" means, collectively and individually, any or all of:
- 1.5.1 the Minister of National Revenue,
 - 1.5.2 the Provincial Treasurer of Alberta or the corresponding tax or fiscal authority of any other province in Canada, or
 - 1.5.3 a court or tribunal of competent jurisdiction.
- 1.6 "Contracts" means all right, title and interest of the Vendor in all contracts, agreements, leases, policies of insurance and other legally binding obligations relating exclusively to the Business, which have been entered into by the Vendor, including without limitation those contracts and agreements set forth in Schedule B to this Agreement.
- 1.7 "Construction in Progress" means those fixed assets in the process of construction in which the Vendor has an interest and which are directly related to and will upon completion be used or held for use in connection with the Business but are not yet

available for such use, including without limitation those fixed assets set forth in Schedule C to this Agreement.

1.8 "Depreciable Property" means the Equipment, the Intellectual Property (to the extent it is depreciable property) and, if any, the Construction in Progress (to the extent it is depreciable property) applicable to the Business.

1.9 "Effective Time" means 12:13 a.m. on January 1, 1998, being the time when the sale and purchase of the Assets are to take effect.

1.10 "Election Amount" means:

1.10.1 with respect to any Asset, other than (if any) the Accounts Receivable, that is inventory or capital property (other than depreciable property of a prescribed class), the lesser of the amounts described in subparagraphs 85(1)(c.1)(i) and (ii) of the ITA (unless the lesser of these amounts is zero (0), in which case the Election Amount shall be \$1);

1.10.2 with respect to the Intangibles, the least of the amounts described in subparagraphs 85(1)(d)(i), (ii) and (iii) of the ITA (unless one of these amounts is zero (0), in which case the Election Amount shall be \$1); and

1.10.3 with respect to each class of Depreciable Property, the least of the amounts described in subparagraphs 85(1)(e)(i), (ii) and (iii) of the ITA (unless one of these amounts is zero (0), in which case the Election Amount shall be \$1);

and for this purpose the phrases "the time of the disposition" and "immediately before the disposition" in paragraphs 85(1)(c.1), (d) and (e) of the ITA shall be read as "the Effective Time" and "immediately before the Effective Time," respectively.

1.11 "Equipment" means the equipment relating to the Business listed in Schedule D.

1.12 "ETA" means the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended by S.C. 1990, c. 45, and as further amended from time to time.

1.13 "GST" means the goods and services tax levied under Part IX of the ETA.

1.14 "Intangibles" means the goodwill (including without limitation customer and supplier lists), permits, licenses, operating authorities, approvals and any other intangible property or eligible capital property (including without limitation the Intellectual Property to the extent it is intangibles and the Contracts) of the Vendor relating exclusively to the Business.

- 1.15 "Intellectual Property" means the trademarks and trademark applications, tradenames, certification marks, patents and patent applications, copyrights, inventions, industrial designs and other similar property, including licenses thereof, and all registrations and applications for registration thereof, which are used or held in connection with the operation of the Business (except any trademarks or tradenames which include the word "Westaim"), and also includes the Technology Assets and all technical information and knowledge relating to the Technology Assets including, without limitation, all records of invention, original letters patent and copies of patent applications currently in the Vendor's possession relating to the Technology Assets, and the originals and all copies of such information and knowledge including, without limitation, all engineering, technical and cost data, software, manuals, plans, drawings, specifications, files and records, and other papers currently in the Vendor's possession relating to the Technology Assets, and includes the Intellectual Property set forth and identified in Schedule E to this Agreement.
- 1.16 "TTA" means the *Income Tax Act*, R.S.C. 1985, Fifth Supplement, c. 1, as amended from time to time.
- 1.17 "Parties" means the Vendor and the Purchaser.
- 1.18 "Purchase Price" means the purchase price for the Assets, as set out in Subsection 5.1 and as itemized in Schedule F.
- 1.19 "Shares" means the 14,000,000 Class "A" Common shares of the Purchaser to be issued to the Vendor pursuant to Subsection 5.2.
- 1.20 "Subsidiary Shares" means all of the shares in the share capital of the corporations listed in Schedule G in this Agreement.
- 1.21 "Technology Assets" includes the methods, processes, techniques, formulae, technical expertise, research data, trade secrets and know-how and other similar property which are or have been used in the Business up to the Effective Time, including without limiting the generality of the foregoing, to develop, produce, manufacture, test and/or market products of the kind and/or nature that are or have been developed, produced, manufactured, tested and/or marketed by the Business before the Effective Time.
- 1.22 "Working Capital" means the assets identified in Schedule H to this Agreement, and the full benefit of all documentation, supporting arrangements (such as, without limitation, guarantees and sureties) and, if any, all security therefor, all inventories of finished goods, work in progress and raw materials, produced, held

or maintained in connection with, the Business, and all spare parts which are used exclusively in the operation of the Business.

2. Statutory Terms

In this Agreement, unless otherwise required by the context:

- 2.1 "capital property" has the meaning assigned by section 54 of the ITA;
- 2.2 "cost amount" has the meaning assigned by subsection 248(1) of the ITA;
- 2.3 "cumulative eligible capital" has the meaning assigned by subsection 14(5) of the ITA;
- 2.4 "depreciable property" has the meaning assigned by subsection 13(21) of the ITA;
- 2.5 "disposition" has the meaning assigned by section 54 of the ITA;
- 2.6 "eligible capital property" has the meaning assigned by section 54 of the ITA;
- 2.7 "prescribed" has the meaning assigned by subsection 248(1) of the ITA or subsection 123(1) of the ETA, as the context may require;
- 2.8 "proceeds of disposition" has the meaning contemplated by section 54 of the ITA;
- 2.9 "supply" has the meaning assigned by subsection 123(1) of the ETA; and
- 2.10 "undepreciated capital cost" has the meaning assigned by subsection 13(21) of the ITA.

3. Interpretation

- 3.1 The recitals and schedules to this Agreement form part of this Agreement, and, where required by the context, any reference to this Agreement includes a reference to the recitals and schedules.
- 3.2 In this Agreement a reference to a "Schedule," "Section," "Subsection" or "Paragraph" followed by a letter or number means or refers to the specified schedule, section, subsection or paragraph of this Agreement.
- 3.3 In this Agreement:
 - 3.3.1 words importing the singular number include the plural and vice versa;

3.3.2 words importing gender include masculine, feminine and neuter genders; and

3.3.3 where a term or expression is defined herein, derivatives of that term or expression have corresponding meanings.

3.4 This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta.

3.5 All express or implied references in this Agreement to dollars or monetary amounts are references to Canadian currency.

4. Sale and Purchase of the Assets

The Vendor hereby sells and the Purchaser hereby purchases the Assets as of the Effective Time, free and clear of any and all liens, charges and encumbrances of any nature, other than those specified in Schedule I.

5. Purchase Price

5.1 The Purchase Price for the Assets is the amount that is equal to the fair market value of the Assets at the Effective Time, which is understood to be Cdn. \$16,729,918.

5.2 The Purchase Price shall be paid by the Purchaser issuing to the Vendor, as fully paid and non-assessable, 14,000,000 Class "A" Common shares (defined in Subsection 1.19 as the "Shares").

5.3 It is intended that the rights, privileges, restrictions and conditions of the Shares be such that the fair market value of the Shares will be equal to the fair market value of the Assets at the Effective Time.

5.4 The Purchase Price shall be allocated among the Assets in the manner set out in Schedule F.

6. Intention

6.1 It is the intention of the Vendor to dispose of the Assets to the Purchaser on a tax-deferred (or rollover) basis pursuant to subsection 85(1) of the ITA.

6.2 It is the intention of the Parties to effect the dispositions for consideration equal to the fair market value of the Assets at the Effective Time, and to elect, on an Asset-by-Asset basis, that the proceeds of disposition for income tax purposes be equal to the aggregate of the Election Amounts.

7. **Election**

The Vendor and the Purchaser agree that they will:

- 7.1 jointly elect under subsection 85(1) of the ITA, in prescribed form and in accordance with subsection 85(6) of the ITA, that the amounts agreed upon for the purposes of paragraph 85(1)(a) of the ITA in respect of the Assets shall be equal to the respective Election Amounts;
- 7.2 execute and file all documents required to give effect to the election referred to in Subsection 7.1; and
- 7.3 allow the Vendor to designate, for the purposes of paragraph 85(1)(e.1) of the ITA, the order of disposition in respect of the various Assets.

8. **Purchase Price and Election Amount Adjustment Clause**

If:

- 8.1 an accountant appointed by the Parties certifies,
- 8.2 the Parties acknowledge in writing, or
- 8.3 a Competent Authority determines (and the Parties have not objected to or appealed from the determination),

that:

- 8.4 the actual fair market value of the Assets at the Effective Time (herein called the "Redetermined FMV") is greater than or less than the amount which is currently understood to be the fair market value of the Assets at the Effective Time (herein called the "Understood FMV"),
- 8.5 the actual cost amount to the Vendor of any Asset that is inventory or capital property at the Effective Time (herein called the "Redetermined CA") is greater than or less than the amount which is currently understood to be the cost amount to the Vendor of that Asset at the Effective Time (herein called the "Understood CA"),
- 8.6 the actual undepreciated capital cost to the Vendor in respect of any class of the Depreciable Property immediately before the Effective Time (herein called the "Redetermined UCC") is greater than or less than the amount which is currently understood to be the undepreciated capital cost to the Vendor in respect of that

class of the Depreciable Property immediately before the Effective Time (herein called the "Understood UCC"), or

- 8.7 the actual cumulative eligible capital of the Vendor in respect of the Business immediately before the Effective Time (herein called the "Redetermined CEC") is greater than or less than the amount which is currently understood to be the cumulative eligible capital of the Vendor in respect of the Business immediately before the Effective Time (herein called the "Understood CEC"),

this Agreement shall be deemed always to have been amended as necessary:

- 8.8 to substitute the Redetermined FMV for the Purchase Price,
- 8.9 to substitute the Redetermined FMV for the Understood FMV, the Redetermined CA for the Understood CA, the Redetermined UCC for the Understood UCC or the Redetermined CEC for the Understood CEC, as the case may be, particularly for the purpose of calculating the respective Election Amounts,
- 8.10 to make any other related or corresponding adjustments to any provision of this Agreement which may be necessary to carry out the intention of the Parties,

and these amendments shall be deemed always to have been included in this Agreement, and the Parties agree:

- 8.11 if necessary, jointly to make an amended election under subsection 85(7.1) of the ITA, in prescribed form, in which the respective Election Amounts shall be calculated by reference to the Redetermined FMV, the Redetermined CA, the Redetermined UCC or the Redetermined CEC, as the case may be,
- 8.12 to execute and file all documents required to give effect to the amended election referred to in Subsection 8.11 and, if necessary, to pay the penalty stipulated in subsection 85(8) of the ITA, and
- 8.13 to implement all necessary financial adjustments, if any,

so as to place the Parties in the position in which they would have been if the Redetermined FMV had always been used as the Purchase Price, and if the Redetermined FMV, the Redetermined CA, the Redetermined UCC and the Redetermined CEC had always been used in calculating the respective Election Amounts.

9. Allocation Adjustment Clause

If:

- 9.1 an accountant appointed by the Parties certifies,

9.2 the Parties acknowledge in writing, or

9.3 a Competent Authority determines (and the Parties have not objected to or appealed from the determination),

that the method of allocating the Purchase Price among the Assets and among the consideration payable by the Purchaser, as set out in Schedule F, is unacceptable for purposes of the ITA, the *Alberta Corporate Tax Act* or the income tax legislation of any other province having jurisdiction, the provisions of this Agreement shall be deemed always to have been amended as necessary to substitute an acceptable method of allocation for the method of allocation set out in Schedule F and this amendment shall be deemed always to have been included in this Agreement.

10. Accounts Receivable

Inasmuch as the Vendor is selling all or substantially all the Assets used in carrying on the Business to the Purchaser, which are required to continue the Business, the parties shall, if considered advisable, jointly execute an election in prescribed form to have section 22 of the ITA apply in respect of the Accounts Receivable.

11. GST Considerations

- 11.1 The Parties acknowledge that the Assets comprise all or substantially all of the property owned and used by the Vendor in carrying on the Business.
- 11.2 It is the intention of the Parties that the Assets be supplied by the Vendor to the Purchaser in accordance with section 167 of the ETA, such that no goods and services tax will be payable in respect of the supply of the Assets.
- 11.3 The Parties agree that they will make a joint election under subsection 167(1) of the ETA, in prescribed form, to have subsection 167(1.1) of the ETA apply to the supply of the Assets by the Vendor to the Purchaser.
- 11.4 The Purchaser shall file the election contemplated by Subsection 11.3 with the Minister of National Revenue on or before the day specified in subsection 167(1.1) of the ETA.

12. Delivery of Shares and Assumption of Liabilities

Upon the Vendor having transferred the Assets to the Purchaser, the Purchaser shall deliver to the Vendor a share certificate representing the Shares. Further, the Purchaser covenants and agrees for the benefit of the Vendor to assume and perform all of the liabilities and obligations of the Vendor in relation to the Assets and the Purchaser further agrees to execute any and all documents which may be required to effect the same. To the extent that the Purchaser fails to assume and/or perform any of such liabilities and obligations, the Purchaser agrees to indemnify and hold harmless the Vendor, its officers, directors, employees and agents, from and against any and all actions, claims, demands and proceedings of every nature and kind and from and against any and all loss, damage, cost or expense suffered or incurred by the Vendor, its officers, directors, employees or agents, which are based upon, arise out of or are connected with such failure to assume and/or perform any of such liabilities and obligations.

13. Possession, Adjustments and Insurance

- 13.1 Physical possession of the Assets (where applicable) shall be delivered by the Vendor to the Purchaser as of the Effective Time, together with all required consents, evidences of title (duly endorsed for transfer) and the like.
- 13.2 If applicable, rents, revenue, property taxes, insurance premiums, utilities, and other similar matters shall be apportioned and adjusted as of the Effective Time.
- 13.3 The Vendor shall, at its option, either assign to the Purchaser the insurance policies and coverage (if any) in respect of the Assets or ensure that, until such time as the Vendor notifies the Purchaser in writing to the contrary, insurance coverage in respect of the Assets will be maintained by the Vendor at least at current levels under the Vendor's insurance policies with the Purchaser as a named insured with respect to the Assets. The Purchaser shall reimburse the Vendor in a timely manner upon invoice by the Vendor for all costs incurred by the Vendor reasonably attributable to the maintenance by the Vendor of such insurance coverage in relation to the Assets or otherwise at least the current insurance coverage.

14. Agency and Bare Trust

- 14.1 From the Effective Time until the time at which the conveyancing documents in respect of the transfer of the Assets are prepared and executed, the Vendor shall hold the Assets as agent and bare trustee for, and on behalf of, the Purchaser. To the extent that any Assets are not assignable (or not assignable until third party consent has been obtained), the Vendor shall also hold such Assets as agent and bare trustee for, and on behalf of, the Purchaser.
- 14.2 Any revenue from the Assets accruing after the Effective Time and collected by the Vendor shall belong to, and shall be paid to, the Purchaser.

- 14.3 Any expenses in respect of the Assets incurred by the Vendor after the Effective Time shall be for the account of, and shall be reimbursed by, the Purchaser.

15. Representations and Warranties

- 15.1 The Vendor represents and warrants to the Purchaser as follows:

15.1.1 the Vendor is the legal and beneficial owner of the Assets and the Vendor has good and marketable title thereto;

15.1.2 no person or other entity, other than the Purchaser, has any agreement or option or any right capable of becoming an agreement for the purchase from the Vendor of the Assets;

15.1.3 the Vendor is a resident of Canada for all purposes of the ITA;

15.1.4 the Vendor is, or if not will become if required for the purposes of Section 11 of the Agreement, registered under Subdivision d of Division V of Part IX of the ETA;

15.1.5 the Vendor is duly incorporated and validly existing under the laws of the Province of Alberta with full right, power and authority to enter into and perform all its obligations under this Agreement; and

15.1.6 all corporate and other proceedings required to be taken by the Vendor to authorize this Agreement and the transactions provided for herein have been or will be validly taken.

- 15.2 The Purchaser represents and warrants to the Vendor as follows:

15.2.1 the Purchaser is, or if not will become if required for purposes of Section 11 of this Agreement, is registered under Subdivision d of Division V of Part IX of the ETA;

15.2.2 the Purchaser is duly incorporated and validly existing under the laws of Alberta with full right, power and authority to enter into and perform all its obligations under this Agreement;

15.2.3 all corporate and other proceedings required to be taken by the Purchaser to authorize this Agreement and the transactions provided for herein have been or will be validly taken; and

15.2.4 the Shares have been duly issued as fully paid and non-assessable shares of the Purchaser.

- 15.3 The representations and warranties set out in Subsections 15.1 and 15.2 shall survive the completion of this Agreement and continue in full force and effect for a period of two years from the date of this Agreement.

16. Westaim Initiative Restriction

Notwithstanding any other provision to the contrary in this Agreement, the Purchaser acknowledges and agrees that, prior to June 28, 2001, the right to use or otherwise exploit those Assets which result from the initiative described in that certain agreement dated February 15, 1990 among Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of the Province of Alberta, The National Research Council, Sherritt Gordon Limited ("Sherritt") and Westaim Technologies Inc. (which rights and obligations of Sherritt were assigned by Sherritt to the Vendor), are restricted and, without the prior written consent of the Vendor, the Purchaser covenants and agrees for the benefit of the Vendor that the Purchaser will not:

- 16.1 use or transfer title or license any part of the technical data or any invention, patent, or patent application resulting from such initiative, or
- 16.2 use or grant any right to use any part of the technical data, or any invention, method or process resulting from such initiative,

for the purpose of commercializing or producing or manufacturing in its entirety outside Canada any of the resulting products or any product that is substantially the same as any of the resulting products.

17. Assets Acquired After Effective Time

From time to time upon the request of the Purchaser, the Vendor agrees to transfer and assign to the Purchaser, at cost, any assets (including without limitation intangibles) which the Vendor has acquired after the Effective Time on behalf of the Purchaser in connection with the Business. Further, with respect to such assets and any other liabilities or obligations which the Vendor has acquired or incurred after the Effective Time on behalf of the Purchaser, the Purchaser, upon the request of the Vendor, covenants and agrees for the benefit of the Vendor to assume and perform all such liabilities and obligations and agrees to execute any and all documents which may be required to effect the same.

18. Further Acts and Assurances

The Parties shall do all acts and shall execute all documents that may be reasonably necessary to implement this Agreement.

19. Benefit and Binding Nature

This Agreement shall enure to the benefit of and be binding upon the Parties, together with their respective successors and assigns.

20. Counterparts

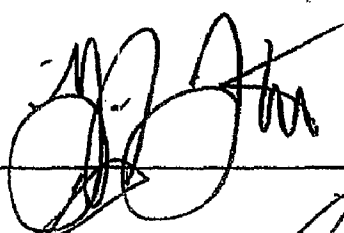
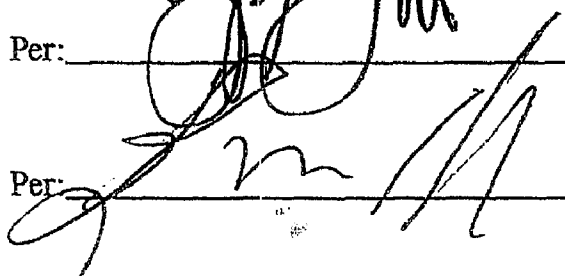
20.1 This Agreement may be executed in several counterparts, no one of which needs to be executed by both Parties. Each counterpart, including a facsimile transmission of this Agreement, shall be deemed to be an original and shall have the same force and effect as an original. All counterparts together shall constitute but one and the same instrument.

20.2 In the event that a facsimile transmission of this Agreement is signed, the hard copy thereof may be signed subsequently, but it shall be dated concurrently with the facsimile transmission.

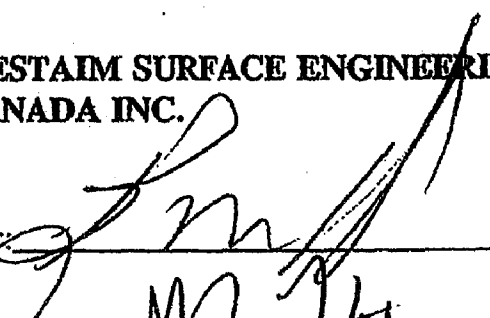
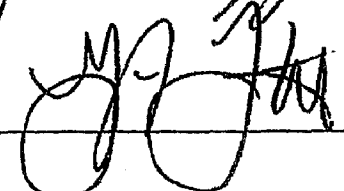
21. Execution

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of January 1, 1998.

THE WESTAIM CORPORATION

Per: 
Per: 

**WESTAIM SURFACE ENGINEERING
CANADA INC.**

Per: 
Per: 

MOBERT|sep v5 asset .doc

Summary of Trademarks for Surface Engineered Products

MARK	DESCRIPTION OF MARK	DESCRIPTION OF WARES	COUNTRY	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
COATALLLOY	Word	WARES: metal, ceramic and composite coatings applied to the internal and external surfaces of industrial parts to provide corrosion protection, oxidation protection, carburization protection, wear/abrasion/erosion protection, enhanced heat resistive properties, and pre-engineered chemical and mechanical surface properties at high temperatures SERVICES: surface finishing and coating application services for enhancement of the materials performance of simple and complex shaped industrial parts; and welding, fabrication and inspection services of coated and uncoated products for industrial use	ARGENTINA	2166229	7/30/98		
			BRAZIL	820799025	7/24/98		
			CANADA	867396	1/26/98		
			U.S.A.	75/426,955	2/2/98		
COATALLLOY & DESIGN	Word and Design	WARES: metal, ceramic and composite coatings applied to the internal and external surfaces of industrial parts to provide corrosion protection, oxidation protection, carburization protection, wear/abrasion/erosion protection, enhanced heat resistive properties, and pre-engineered chemical and mechanical surface properties at high temperatures	EUROPE	887596	7/24/98		
			KOREA	1998-18586	7/22/98		

Schedule "E"

Surface Engineered Products Invention Report - The Westaim Corporation

CASE NUMBER

SG 447

TITLE

METHOD FOR
COATING THE INNER
SURFACES OF
COMPLEX SHAPED
PARTS

COUNTRY

APPLICATION NUMBER

PATENT NUMBER

EXPIRY DATE

NO APPLICATION TO
DATE
SURFACE ALLOYED
HIGH

TEMPERATURE
ALLOYS

COUNTRY

APPLICATION NUMBER

PATENT NUMBER

EXPIRY DATE

CANADA

2,175,439

PCT

PCT/CA97/00261

USA

08/839,831

SG 474

SG 475

COATED TUBES FOR
SUPERIOR
CARBURIZATION
RESISTANCE

COUNTRY

APPLICATION NUMBER

PATENT NUMBER

EXPIRY DATE

NO APPLICATION TO
DATE

COATED TUBES FOR
NONADHERENCE OF
AMORPHOUS COKE

COUNTRY

APPLICATION NUMBER

PATENT NUMBER

EXPIRY DATE

NO APPLICATION TO
DATE

COATED TUBES FOR
IMPROVED
CONVERSION RATE
IN OLEFIN
MANUFACTURE

COUNTRY

APPLICATION NUMBER

PATENT NUMBER

EXPIRY DATE

SG 477

SG 478

NO APPLICATION TO
DATE

COATED TUBES FOR
HIGHER OPERATING
TEMPERATURES IN
HYDROCARBON
PROCESSING

COUNTRY

APPLICATION NUMBER

PATENT NUMBER

EXPIRY DATE

NO APPLICATION TO
DATE

COATED TUBES FOR
HIGHER
HYDROCARBON TO
STEAM RATIO IN
OLEFIN

MANUFACTURE

COUNTRY

APPLICATION NUMBER

PATENT NUMBER

EXPIRY DATE

SG 479