UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 28, 2013

Commission File Number: **000-53290**

CHROMADEX CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware	26-2940963
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
10005 Muirlands Blvd. Suite G, Irvine, California	92618
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (949) 419-0288

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes _X_ No ___

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes _X_ No ___

Indicate by check mark whether the registrant is a large accelerated filer, accelerated filer, non-accelerated filer or smaller reporting company. See definition of "large accelerated filer, accelerated filer and smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ____	Accelerated filer____
Non-accelerated filer ____	Smaller reporting company __X__
(Do not check if smaller reporting company)	

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ___ No _X_

Number of shares of common stock of the registrant: 104,849,075 outstanding as of November 20, 2013.

CHROMADEX CORPORATION

2013 QUARTERLY REPORT ON FORM 10-Q

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PART I – FINANCIAL INFORMATION (UNAUDITED)

ITEM 1. FINANCIAL STATEMENTS

ChromaDex Corporation and Subsidiaries

Condensed Consolidated Balance Sheets (Unaudited)
September 28, 2013 and December 29, 2012

	September 28, 2013	December 29, 2012
Assets		
Current Assets		
Cash	**$ 1,087,424**	$ 520,000
Trade receivables, less allowance for doubtful accounts and returns September 28, 2013 $10,000; December 29, 2012 $450,000	**1,025,619**	1,940,539
Inventories	**2,217,698**	5,205,304
Prepaid expenses and other assets	**346,962**	261,297
Total current assets	**4,677,703**	7,927,140
Leasehold Improvements and Equipment, net	**969,755**	936,426
Other Noncurrent Assets		
Deposits	**43,343**	34,773
Long-term investment in affiliate (Note 4)	**1,899,523**	-
Intangible assets, net	**188,363**	136,182
Total other noncurrent assets	**2,131,229**	170,955
Total assets	**$ 7,778,687**	$ 9,034,521
Liabilities and Stockholders' Equity		
Current Liabilities		
Accounts payable	**$ 2,347,222**	$ 3,428,233
Accrued expenses	**933,934**	876,158
Current maturities of capital lease obligations	**113,846**	77,259
Customer deposits and other	**659,645**	310,267
Deferred rent, current	**56,026**	71,042
Total current liabilities	**4,110,673**	4,762,959
Capital lease obligations, less current maturities	**208,645**	148,374
Deferred rent, less current	**190,536**	129,859
Stockholders' Equity		
Common stock, $.001 par value; authorized 150,000,000 shares; issued and outstanding September 28, 2013 100,819,664 and December 29, 2012 92,140,062 shares	**100,820**	92,140
Additional paid-in capital	**36,579,826**	33,617,801
Accumulated deficit	**(33,411,813)**	(29,716,612)
Total stockholders' equity	**3,268,833**	3,993,329
Total liabilities and stockholders' equity	**$ 7,778,687**	$ 9,034,521

See Notes to Condensed Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries

Condensed Consolidated Statements of Operations (Unaudited)
For the Three Month Periods Ended September 28, 2013 and September 29, 2012

	September 28, 2013	September 29, 2012
Sales	**$ 2,718,207**	$ 3,632,244
Cost of sales	**1,968,020**	2,377,991
Gross profit	**750,187**	1,254,253
Operating expenses:		
Sales and marketing	**505,068**	802,171
General and administrative	**1,453,611**	1,983,720
Loss from investment in affiliate (Note 4)	**33,281**	-
Operating expenses	**1,991,960**	2,785,891
Operating loss	**(1,241,773)**	(1,531,638)
Nonoperating income (expense):		
Interest income	**179**	469
Interest expense	**(8,669)**	(6,865)
Nonoperating income (expenses)	**(8,490)**	(6,396)
Net loss	**$ (1,250,263)**	$ (1,538,034)
Basic and Diluted net loss per common share	**$ (0.01)**	$ (0.02)
Basic and Diluted weighted average common shares outstanding	**101,309,939**	92,364,418

See Notes to Condensed Consolidated Financial Statements.

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ChromaDex Corporation and Subsidiaries

Condensed Consolidated Statements of Operations (Unaudited)
For the Nine Month Periods Ended September 28, 2013 and September 29, 2012

	September 28, 2013	September 29, 2012
Sales	**$ 7,759,668**	$ 8,087,860
Cost of sales	**5,375,903**	6,673,127
Gross profit	**2,383,765**	1,414,733
Operating expenses:		
Sales and marketing	**1,866,051**	4,529,251
General and administrative	**4,155,792**	6,829,359
Loss from investment in affiliate (Note 4)	**33,281**	-
Operating expenses	**6,055,124**	11,358,610
Operating loss	**(3,671,359)**	(9,943,877)
Nonoperating income (expense):		
Interest income	**679**	2,725
Interest expense	**(24,521)**	(22,692)
Nonoperating income (expenses)	**(23,842)**	(19,967)
Net loss	**$ (3,695,201)**	$ (9,963,844)
Basic and Diluted net loss per common share	**$ (0.04)**	$ (0.11)
Basic and Diluted weighted average common shares outstanding	**98,590,008**	89,477,758

See Notes to Condensed Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries
Condensed Consolidated Statement of Stockholders' Equity (Unaudited)
Nine Months Ended September 28, 2013

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
Balance, December 29, 2012	92,140,062	$ 92,140	$ 33,617,801	$ (29,716,612)	$ 3,993,329
Exercise of stock options	13,538	14	6,755	-	6,769
Exercise of warrants	3,414,283	3,414	713,585	-	716,999
Share-based compensation	440,000	440	548,212	-	548,652
Net loss, as restated (Note 2)	-	-	-	(1,424,072)	(1,424,072)
Balance, March 30, 2013, as restated (Note 2)	96,007,883	$ 96,008	$ 34,886,353	$ (31,140,684)	$ 3,841,677
Exercise of stock options	250,000	250	124,750	-	125,000
Exercise of warrants	4,389,281	4,389	917,360	-	921,749
Share-based compensation	160,000	160	400,794	-	400,954
Net loss, as restated (Note 2)	-	-	-	(1,020,866)	(1,020,866)
Balance, June 29, 2013, as restated (Note 2)	100,807,164	$ 100,807	$ 36,329,257	$ (32,161,550)	$ 4,268,514
Exercise of stock options	12,500	13	6,587	-	6,600
Share-based compensation	-	-	243,982	-	243,982
Net loss	-	-	-	(1,250,263)	(1,250,263)
Balance, September 28, 2013	**100,819,664**	**$ 100,820**	**$ 36,579,826**	**$ (33,411,813)**	**$ 3,268,833**

See Notes to Condensed Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries

Condensed Consolidated Statements of Cash Flows (Unaudited)
For the Nine Month Periods Ended September 28, 2013 and September 29, 2012

	September 28, 2013	September 29, 2012
Cash Flows From Operating Activities		
Net loss	**$ (3,695,201)**	$ (9,963,844)
Adjustments to reconcile net loss to net cash		
used in operating activities:		
Depreciation of leasehold improvements and equipment	**187,667**	247,227
Amortization of intangibles	**16,819**	11,277
Share-based compensation expense	**1,059,653**	2,189,917
Loss from disposal of equipment	**68,378**	1,879
Loss from investment in affiliate (Note 4)	**33,281**	-
Changes in operating assets and liabilities:		
Trade receivables	**931,904**	(479,763)
Inventories	**(479,924)**	(2,530,839)
Prepaid expenses and other assets	**(50,991)**	644,296
Accounts payable	**(712,138)**	588,747
Accrued expenses	**72,336**	(91,196)
Customer deposits and other	**349,378**	57,311
Deferred rent	**45,661**	(44,883)
Net cash used in operating activities	**(2,173,177)**	(9,369,871)
Cash Flows From Investing Activities		
Purchases of leasehold improvements and equipment	**(117,523)**	(13,764)
Purchase of intangible assets	**(69,000)**	(52,000)
Proceeds from sale of assets	**1,000,000**	-
Proceeds from investment in affiliate	**225,000**	-
Net cash provided by (used in) investing activities	**1,038,477**	(65,764)
Cash Flows From Financing Activities		
Proceeds from issuance of common stock, net of issuance costs	**-**	10,159,838
Proceeds from exercise of stock options	**138,369**	3,059
Proceeds from exercise of warrants	**1,638,748**	157,500
Principal payments on capital leases	**(74,993)**	(67,843)
Net cash provided by financing activities	**1,702,124**	10,252,554
Net increase in cash	**567,424**	816,919
Cash Beginning of Period	**520,000**	420,152
Cash Ending of Period	**$ 1,087,424**	$ 1,237,071
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	**$ 24,521**	$ 22,692
Supplemental Schedule of Noncash Investing Activity		
Capital lease obligation incurred for the purchase of equipment	**$ 171,851**	$ 50,786
Supplemental Schedule of Noncash Share-based Compensation		
Stock awards issued for services prior to the period	**$ 14,560**	$ -
Changes in stock and warrant awards issued for future services	**$ 119,375**	$ -
Supplemental Schedule of Noncash Activities Related to		
Sale of BluScience Consumer Product Line		
Assets transferred	**$ 3,526,677**	$ -
Liabilities transferred	**$ 368,873**	$ -
Carrying value of long-term investment in affiliate, net of $1,000,000 cash proceeds	**$ 2,157,804**	$ -

See Notes to Condensed Consolidated Financial Statements.

Note 1. Interim Financial Statements

The accompanying financial statements of ChromaDex Corporation (the "Company") and its wholly owned subsidiaries, ChromaDex, Inc., ChromaDex Analytics, Inc. and Spherix Consulting, Inc. include all adjustments, consisting of normal recurring adjustments and accruals, that, in the opinion of the management of the Company, are necessary for a fair presentation of the Company's financial position as of September 28, 2013 and results of operations and cash flows for the three and nine months ended September 28, 2013 and September 29, 2012. These unaudited interim financial statements should be read in conjunction with the Company's audited financial statements and the notes thereto for the year ended December 29, 2012 appearing in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "Commission") on March 29, 2013. Operating results for the nine months ended September 28, 2013 are not necessarily indicative of the results to be achieved for the full year ending on December 28, 2013. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

The balance sheet at December 29, 2012 has been derived from the audited financial statements at that date, but does not include all of the information and footnotes required by GAAP for complete financial statements.

Note 2. Restatement of Previously Issued Financial Statements

On November 18, 2013, during the review of the interim financial statements, the Company determined that the previously issued financial statements for the three month period and the six month period ending March 30, 2013 and June 29, 2013, respectively, contained in the Company's Quarterly Reports on Form 10-Q (" Quarterly Reports") for the period ended March 30, 2013 (as filed with the Securities and Exchange Commission on May 10, 2013) and June 29, 2013 (as filed with the Securities and Exchange Commission on August 13, 2013), respectively, should no longer be relied upon because of certain non-cash errors in the Quarterly Reports and that those financial statements (the "Financial Statements") would be restated to make the necessary accounting adjustments.

The financial statements filed for the three month period ended March 30, 2013 and the six month period ended June 29, 2013 contained a misstatement pertaining to the accounting treatment of the sale of the BluScience assets to NeutriSci International, Inc. ("NeutriSci") (See Note 4). The value of the equity and the senior secured convertible note that the Company received from NeutriSci as part of the purchase price were originally accounted for at their stated values which resulted in the Company recognizing a gain on the sale of the BluScience assets. Due to the inability to make a reliably determinable estimate of the fair value of the NeutriSci equity securities and the ultimate collectability of the note received as consideration, management has determined that the proper accounting for the sale transaction is the cost recovery method. Under the cost recovery method, no gain on the sale will be recognized until the Company's cost basis in the net assets sold has been recovered. In addition, the Company originally accounted for its investment in NeutriSci under the cost method where it has now be determined that the equity method should have been used. The Company expects all amendments and restatements to the Financial Statements affected to be non-cash in nature.

The Company has determined that the restatements of its Financial Statements resulted from a material weakness in its internal control over financial reporting, specifically related to its process and procedures related to the accounting for sale of assets in exchange for non-cash consideration. More information regarding the Company's controls and procedures is set forth in Part I, Item 4 of this Form 10-Q.

The necessary accounting adjustments have been made to the Company's financial statements for the nine month period ended September 28, 2013 presented in this Form 10-Q.

The Company will restate the Financial Statements to correct the errors noted above and file amendments to the previous periods Quarterly Reports with the Securities and Exchange Commission as soon as practicable. The correction of the errors will restate the previously issued Financial Statements as follows:

Statement of Operations (Unaudited)
For the Three Month Period Ended March 30, 2013

	Previously Reported	Restatement Adjustments	As Restated
Sales	$ 2,334,566	$ -	$ 2,334,566
Gross profit	672,840	-	672,840
Net income (loss)	$ 1,468,525	$ (2,892,597)	$ (1,424,072)
Basic net income (loss) per common share	$ 0.02	$ (0.03)	$ (0.02)
Diluted net income (loss) per common share	$ 0.01	$ (0.03)	$ (0.02)

Statement of Operations (Unaudited)
For the Three Month Period Ended June 29, 2013

	Previously Reported	Restatement Adjustments	As Restated
Sales	$ 2,706,896	$ -	$ 2,706,896
Gross profit	960,738	-	960,738
Net loss	$ (989,722)	$ (31,144)	$ (1,020,866)
Basic and Diluted net loss per common share	$ (0.01)	$ (0.00)	$ (0.01)

Statement of Operations (Unaudited)
For the Six Month Period Ended June 29, 2013

	Previously Reported	Restatement Adjustments	As Restated
Sales	$ 5,041,462	$ -	$ 5,041,462
Gross profit	1,633,578	-	1,633,578
Net income (loss)	$ 478,803	$ (2,923,741)	$ (2,444,938)
Basic net income (loss) per common share	$ 0.00	$ (0.03)	$ (0.03)
Diluted net income (loss) per common share	$ 0.00	$ (0.03)	$ (0.03)

Balance Sheet (Unaudited)
March 30, 2013

	Previously Reported	Restatement Adjustments	As Restated
Total assets	$ 10,717,431	$ (2,892,597)	$ 7,824,834
Total liabilities	3,983,157	-	3,983,157
Total stockholder's equity	$ 6,734,274	$ (2,892,597)	$ 3,841,677

Balance Sheet (Unaudited)
June 29, 2013

	Previously Reported	Restatement Adjustments	As Restated
Total assets	$ 10,945,473	$ (2,923,741)	$ 8,021,732
Total liabilities	3,753,218	-	3,753,218
Total stockholder's equity	$ 7,192,255	$ (2,923,741)	$ 4,268,514

Note 3. Nature of Business and Significant Accounting Policies

Nature of business: The Company is a natural products company that discovers, acquires, develops and commercializes proprietary-based ingredient technologies through its business model that utilizes its wholly owned business units, including ingredient technologies, natural product fine chemicals, chemistry and analytical testing services, and product regulatory and safety consulting. The Company provides science-based solutions to the nutritional supplement, food and beverage, animal health, cosmetic and pharmaceutical industries at various terms.

Basis of presentation: The financial statements and accompanying notes have been prepared on a consolidated basis and reflect the consolidated financial position of the Company and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated from these financial statements. The Company's fiscal year ends on the Saturday closest to December 31, and the Company's normal fiscal quarters end on the Saturday 13 weeks after the last fiscal year end or fiscal quarter end. Every fifth or sixth fiscal year, the inclusion of an extra week occurs due to the Company's floating year-end date. The fiscal year 2014 will include 53 weeks instead of the normal 52 weeks.

Trade accounts receivable: Trade accounts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on monthly and quarterly reviews of all outstanding amounts. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to an aging of accounts. The allowances for doubtful accounts for the periods ended September 28, 2013 and December 29, 2012 were $10,000 and $450,000, respectively. Of the allowance amount of $450,000 for the period ended December 29, 2012, $433,000 represents a hold on the receivables placed by a retailer that carried the BluScience consumer product line. The hold was placed by the retailer as an offset in the event of future returns of the Company's products and the hold was treated as a reduction of revenue. On March 28, 2013, the Company sold the BluScience retail consumer line to NeutriSci International Inc. ("NeutriSci") and the related trade accounts receivable including the allowance have been transferred to NeutriSci. Trade accounts receivable are written off when deemed uncollectible. Recoveries of trade accounts receivable previously written off are recorded when received.

Inventories: Inventories are comprised of raw materials, work-in-process and finished goods. They are stated at the lower of cost, determined by the first-in, first-out method (FIFO) method, or market. The inventory on the balance sheets is recorded net of valuation allowances of $227,000 and $366,000 for the periods ended September 28, 2013 and December 29, 2012, respectively. Labor and overhead has been added to inventory that was manufactured or characterized by the Company. On March 28, 2013, the Company sold the BluScience retail consumer line to NeutriSci and related dietary supplements inventory have been transferred to NeutriSci. The amounts of major classes of inventory as of September 28, 2013 and December 29, 2012 are as follows:

	September 28, 2013	December 29, 2012
Natural product fine chemicals	**$ 1,708,606**	$ 1,614,755
Bulk ingredients	**736,092**	432,230
Dietary supplements – raw materials	**-**	401,809
Dietary supplements – work in process	**-**	465,253
Dietary supplements – finished goods	**-**	2,657,257
	2,444,698	5,571,304
Less valuation allowance	**227,000**	366,000
	$ 2,217,698	$ 5,205,304

Earnings per share: Potentially dilutive common shares consist of the incremental common shares issuable upon the exercise of common stock options and warrants for all periods. For the three- and nine-month periods ended September 28, 2013 and September 29, 2012, the basic and diluted shares reported are equal because the common share equivalents are anti-dilutive due to the net loss. Below is a tabulation of the potentially dilutive securities that were "in the money" for the three- and nine-month periods ended September 28, 2013 and September 29, 2012.

	Three Months Ended		Nine Months Ended	
	September 28, 2013	September 29, 2012	**September 28, 2013**	September 29, 2012
Basic weighted average common shares outstanding	**101,309,939**	92,364,418	**98,590,008**	89,477,758
Warrants and options in the money, net	**577,190**	5,994,067	**312,531**	5,908,491
Weighted average common shares outstanding assuming dilution	**101,887,129**	98,358,485	**98,902,539**	95,386,249

Total warrants and options that were not "in the money" at September 28, 2013 and September 29, 2012 were 10,775,361 and 15,214,767, respectively.

Long-term investment in affiliate: The Company accounts for its investment in affiliate under the equity method. The Company records equity method adjustments in gains (losses) on equity method investments, net, and may do so with up to a three-month lag, pending on the timely availability of financial information of the investee. Equity method adjustments include: our proportionate share of investee income or loss, gains or losses resulting from investee capital transactions, and other adjustments required by the equity method. The long-term investment in affiliate is subject to a periodic impairment review and is considered to be impaired when a decline in carrying value is judged to be other-than-temporary. Evidence of a loss in value might include (i) absence of an ability recover the carrying amount of the investment or (ii) inability of the investee to sustain an earnings capacity that would justify the carrying amount of the investment.

Note 4. Sale of Product Line and Investment in Affiliate

On March 28, 2013, the Company entered into an asset purchase and sale agreement with NeutriSci and consummated the sale of the BluScience consumer product line to NeutriSci. The Company is using the cost recovery method to account for the sale transaction, which is estimated at approximately $3,157,804. The consideration received consists of following: (a) a $250,000 cash payment, which NeutriSci paid as a deposit in February 2013; (b) an additional $250,000 cash payment, which was paid at the closing of the sale; (c) an additional cash payment of $500,000 due no later than 60 days after the closing of the sale, which has been fully paid as of September 28, 2013; (d) a $2,500,000 senior convertible secured note (convertible into 625,000 shares Series I Preferred Stock as described below) payable in quarterly installments of $416,667 beginning August 15, 2013, which a partial payment of $225,000 was received for the first installment as of September 28, 2013 and an amendment to extend the repayment schedule was executed subsequent to September 28, 2013; and (e) 669,708 shares of Series I Preferred Shares that are convertible into 2,678,832 Class "A" common shares of NeutriSci, representing an aggregate of 19% of the NeutriSci shares at a deemed price for each Class A common share of $1.00 per share at March 28, 2013. The transaction documents contain certain equity blockers that preclude the Company's ownership in NeutriSci in excess of 9.99% and 19% without obtaining a waiver from NeutriSci. The Company will continue to generate revenue through a royalty on 6% of future net sales of BluScience products as well as a supply agreement with NeutriSci for the Company's patented pTeroPure pterostilbene. As of September 28, 2013, the Company did not have any sales to NeutriSci under this supply agreement for pTeroPure pterostilbene.

The Company has applied the equity method of accounting for the 669,708 shares of Series I Preferred Shares that are convertible into 2,678,832 Class "A" common shares of NeutriSci and the carrying value, which includes the senior convertible secured note, is reflected as long-term investment in affiliate in the Company's consolidated balance sheet as of September 28, 2013. The initial carrying value of this investment recognized, as restated, as of March 28, 2013 was $2,157,804, which is the Company's unrecovered cost or the difference between the net assets transferred to NeutriSci and the initial monetary consideration received. Although, (i) other contemporaneous third party investments in NeutriSci's Class "A" common shares were $1.00 per share and (ii) the face value of the senior convertible secured note was $2,500,000, management believed that $2,157,804 was the appropriate aggregate carrying value for the investment in affiliate, considering the fact that NeutriSci is a start-up company and has historically recorded significant operating losses. The Company is unable to determine NeutriSci's likelihood of repaying the note, and because of this significant uncertainty, the amount of collectability of the senior convertible secured note is not ascertainable. There is a significant uncertainty in the realization of value of the Series I Preferred Shares as well. Consequently, management deemed it appropriate to consider that both the 669,708 shares of Series I Preferred Shares and the senior convertible secured note as one long term investment in affiliate. Under the cost recovery method, no gain on the sale will be recognized until the Company's cost basis in the net assets transferred has been recovered. The fair value of the senior secured convertible note was not reliably determinable as the prospective collection of payments was significantly uncertain. Prospective collection of payments under the note will be charged against the carrying value of the long-term investment in affiliate. The below table illustrates how the carrying value was determined.

	At March 28, 2013
Assets transferred	
Trade receivables, less allowance for returns	$ (16,984)
Inventories	3,467,530
Prepaid expenses and other assets	76,131
Total assets transferred	3,526,677
Liabilities transferred	
Accounts payable	368,873
Total liabilities transferred	368,873
Total net assets transferred	$ 3,157,804
Initial monetary consideration received	
Cash	$ 500,000
Non-trade receivable	500,000
Total initial monetary consideration received	$ 1,000,000
Carrying Value of Long Term Investment in Affiliate	**$ 2,157,804**

The Company has elected to record equity method adjustments in gains (losses) on the investment in NeutriSci, with a three-month lag, as the financial information of NeutriSci was not available in a timely manner. At such, for the Company's three- and nine-month periods ended September 28, 2013, the Company is using NeutriSci's financial statements for the three-month period from April 1, 2013 through June 30, 2013 to record equity method adjustments for the Company's ownership since March 28, 2013 as these were the most recent available financial information. As a result, the Company did not record equity method adjustments for the three months ended June 29, 2013. For the nine months ended September 28, 2013, the Company included only the three months of operating results ending in June 30, 2013 of NeutriSci, corresponding to the three-month lag after closing the investment on March 28, 2013. NeutriSci's financial statements for the period from April 1, 2013 through June 30, 2013 do not cover the three-day period from March 28, 2013 to March 30, 2013, which is also a portion of the Company's investment period since the Company's investment started from March 28, 2013. However, the Company has determined that the amount of any impact to the Company for the three day period not covered was immaterial as NeutriSci did not have any significant transactions.

Unaudited sales, gross profit, net loss of NeutriSci for the three months ended June 30, 2013 and the changes in carrying value and the Company's ownership percentage through September 28, 2013 are summarized as follows:

	June 30, 2013
Sales	$ 31,669
Gross profit	12,895
Net loss	**$ (165,579)**

Changes in Carrying Value and Ownership Percentage for ChromaDex Corporation

	Carrying Value	Ownership Percentage
At March 28, 2013	$ 2,157,804	20.1%
Company's share of NeutriSci's loss through June 30, 2013	(33,281)	-
Proceeds from investment in affiliate	(225,000)	-
At September 28, 2013	**$ 1,899,523**	20.1%

The Company's September 28, 2013 ownership percentage presented in the above table is derived using NeutriSci's financial information through June 30, 2013.

As of September 28, 2013, the Company fully received the $500,000 cash payment that was reflected as non-trade receivable as of March 28, 2013. During the three months ended September 28, 2013, the Company received a partial payment of $225,000 for the first installment of $416,667 that was due on August 15, 2013 under the senior secured convertible note.

Subsequent to the nine-month period ended September 28, 2013, an amendment to this note was executed in light of NeutriSci's expected cash flow in the year 2014 and 2015. The amendment extends the repayment schedule of the outstanding balance with a 6% per annum interest. The amended repayment schedule is as follows:

Payable on	Amount
December 31, 2013	$ 34,125
January 31, 2014	201,375
March 31, 2014	281,275
June 30, 2014	270,850
September 30, 2014	273,775
December 31, 2014	275,025
March 31, 2015	286,200
June 30, 2015	282,150
September 30, 2015	278,100
December 31, 2015	274,050
Total	**$ 2,456,925**

The senior secured convertible note is secured by the Security Agreement, dated March 28, 2013 entered into between ChromaDex and NeutriSci whereby NeutriSci granted ChromaDex a security interest in substantially all of NeutriSci's assets, including inventory, to secure its obligations pursuant to the note. In the event of default, the note can also be convertible into Series I Preferred Shares of NeutriSci at the option of ChromaDex. Each Series I Preferred Share can be convertible into 4 Class A common shares of NeutriSci. The conversion price will be (a) $4.00 per Series I Preferred Share prior to a Public Offering (as defined in the note); or (b) the closing price of Series I Preferred Share or four times the closing price of Class A common share on a stock exchange immediately prior to the conversion date.

Under the asset purchase and sale agreement entered into as of March 28, 2013 with the Company, NeutriSci is obligated to file an initial public offering prospectus with a securities commission in Canada no later than January 31, 2014 and to concurrently seek approval of the listing of its common shares on the TSX Venture Exchange or similar stock exchange in Canada.

As of September 28, 2013, the Company has determined that there is no other-than-temporary impairment, as the Company is not aware of any other-than-temporary impairment triggering events or indicators. The Company will continue to monitor NeutriSci's performance and evaluate if there are any such events or indicators to consider.

Note 5. Leasehold Improvements and Equipment

Leasehold improvements and equipment consisted of the following:

	September 28, 2013	December 29, 2012
Laboratory equipment	**$ 2,570,567**	$ 2,439,688
Leasehold improvements	**491,125**	403,971
Computer equipment	**372,851**	363,739
Furniture and fixtures	**18,313**	18,313
Office equipment	**7,877**	7,877
Construction in progress	**99,931**	106,080
	3,560,664	3,339,668
Less accumulated depreciation	**2,590,909**	2,403,242
	$ 969,755	$ 936,426

In September 2013, the Company decided to abandon the development of certain modules of the Laboratory Information Management System (or "LIMS"). In an effort to automate and better track its laboratory services operations, the Company has been trying to implement LIMS since 2008. From June 2008 through June 2012, the Company has incurred a total cost of $106,080 for the development and implementation of LIMS and this cost has been capitalized as a long term asset in the books, categorized as "Construction in progress." The Company did not incur additional costs since June 2012. The Company decided to abandon certain modules of LIMS as the additional costs expected to complete the development was greater than the anticipated future benefits from the operation efficiency. The carrying value of these abandoned modules was $68,378 and was recognized as loss from disposal of equipment in general and administrative expenses in the statement of operations for the three and the nine months ended September 28, 2013.

Note 6. Employee Share-Based Compensation

Stock Option Plans

At the discretion of the Company's compensation committee (the "Compensation Committee"), and with the approval of the Company's board of directors (the "Board of Directors"), the Company may grant options to purchase the Company's common stock to certain individuals from time to time. Management and the Compensation Committee determine the terms of awards which include the exercise price, vesting conditions and expiration dates at the time of grant. Expiration dates for stock options are not to exceed 10 years from their date of issuance. The Company, under its Second Amended and Restated 2007 Equity Incentive Plan, is authorized to issue stock options that total no more than 20% of the shares of common stock issued and outstanding, as determined on a fully diluted basis. Beginning in 2007, stock options were no longer issuable under the Company's 2000 Non-Qualified Incentive Stock Plan. The remaining amount available for issuance under the Second Amended and Restated 2007 Equity Incentive Plan totaled 5,876,180 at September 28, 2013. The stock option awards generally vest ratably over a four-year period following grant date after a passage of time. However, some stock option awards are performance based and vest based on the achievement of certain criteria established by the Compensation Committee, subject to approval by the Board of Directors.

The fair value of the Company's stock options was estimated at the date of grant using the Black-Scholes based option valuation model. The table below outlines the weighted average assumptions for options granted to employees during the nine months ended September 28, 2013.

Nine Months Ended September 28, 2013	
Volatility	32.78%
Expected dividends	0.00%
Expected term	6.0 years
Risk-free rate	1.48%

The Company calculated expected volatility from the volatility of publicly held companies in similar industries, as the historical volatility of the Company's common stock does not cover the period equal to the expected life of the options. The dividend yield assumption is based on the Company's history and expectation of future dividend payouts on the common stock. The risk-free interest rate is based on the implied yield available on U.S. treasury zero-coupon issues with an equivalent remaining term. The expected term of the options represents the estimated period of time until exercise and is based on historical experience of awards, giving consideration to the contractual terms, vesting schedules and expectations of future employee behavior. The estimation process for the fair value of performance based stock options was the same as for service period based options.

1) Service Period Based Stock Options

The majority of options granted by the Company are comprised of service based options granted to employees. These options vest ratably over a defined period following grant date after a passage of a service period.

The following table summarizes service period based stock options activity at September 28, 2013 and changes during the nine months then ended:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at December 29, 2012	12,202,558	$ 1.08		
Options Granted	715,000	0.75		
Options Exercised	(26,038)	0.51		
Options Expired	(75,000)	0.50		
Options Forfeited	(354,120)	1.21		
Outstanding at September 28, 2013	12,462,400	$ 1.07	7.68	$ 431,257
Exercisable at September 28, 2013	7,784,724	$ 1.16	6.88	$ 283,574

The aggregate intrinsic values in the table above are before income taxes, based on the Company's closing stock price of $0.81 on the last day of business for the period ended September 28, 2013. The weighted average fair value of options granted during the three and nine months ended September 28, 2013 was $0.28 and $0.26, respectively. The weighted average fair value of options granted during the three and nine months ended September 29, 2012 was $0.28 and $0.27, respectively. The aggregate intrinsic value for options exercised during the three and nine months ended September 28, 2013 was $4,775 and $7,212, respectively. The aggregate intrinsic value for options exercised during the three and nine months ended September 29, 2012 was $765 for both periods as there were no options exercised during the six months ended June 30, 2012.

2) Performance Based Stock Options

The Company also grants stock option awards that are performance based and vest based on the achievement of certain criteria established from time to time by the Compensation Committee. If these performance criteria are not met, the compensation expenses are not recognized and the expenses that have been recognized will be reversed.

The following table summarizes performance based stock options activity at September 28, 2013 and changes during the nine months then ended:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at December 29, 2012	145,834	$ 1.59		
Options Granted	200,000	0.63		
Options Exercised	-	-		
Options Expired	-	-		
Options Forfeited	(45,834)	1.59		
Outstanding at September 28, 2013	300,000	$ 0.95	8.75	$ 36,000
Exercisable at September 28, 2013	58,334	$ 1.59	7.60	$ -

The aggregate intrinsic value in the table above are before income taxes, based on the Company's closing stock price of $0.81 on the last day of business for the period ended September 28, 2013. The weighted average fair value of options granted during the nine months ended September 28, 2013 was $0.22. The Company did not grant any performance based stock options during the three months ended September 28, 2013 and the three and nine months ended September 29, 2012.

As of September 28, 2013, there was $1,806,718 of total unrecognized compensation expense related to non-vested share-based compensation arrangements granted under the plans for employee stock options. That cost is expected to be recognized over a weighted average period of 2.53 years as of September 28, 2013. The realized tax benefit from stock options for the nine months ended September 28, 2013, and September 29, 2012 was $0, based on the Company's full valuation allowance against its deferred tax assets.

Restricted Stock

Restricted stock awards granted by the Company to employees have vesting conditions that are unique to each award.

The following table summarizes activity of restricted stock awards granted to employees at September 28, 2013 and changes during the nine months then ended:

	Shares	Weighted Average Award-Date Fair Value
Unvested shares at December 29, 2012	500,000	$ 0.69
Granted	-	-
Vested	-	-
Forfeited	-	-
Unvested shares at September 28, 2013	500,000	$ 0.69
Expected to Vest as of September 28, 2013	500,000	$ 0.69

As of September 28, 2013, the Company did not have any unrecognized compensation expense related to restricted stock awards to employees.

For employee share-based compensation, the Company recognized share-based compensation expense of $243,981 and $816,932 in general and administrative expenses in the statement of operations for the three and nine months ended September 28, 2013, respectively. The Company recognized $455,403 and $1,099,228 in share-based compensation expense for the three and nine months ended September 29, 2012, respectively.

Note 7 Non-Employee Share-Based Compensation

Stock Option Plans

At the discretion of management, working with the Compensation Committee, and with approval of the Board of Directors, the Company may grant options to purchase the Company's common stock to certain individuals from time to time who are not employees of the Company. These options are granted under the Second Amended and Restated 2007 Equity Incentive Plan of the Company and are granted on the same terms as those being issued to employees. Stock options granted to non-employees are accounted for using the fair value approach. The fair value of non-employee option grants are estimated using the Black-Scholes option-pricing model and are re-measured over the vesting term until earned. The estimated fair value is expensed over the applicable service period.

The following table summarizes activity of stock options granted to non-employees at September 28, 2013 and changes during the nine months then ended:

		Weighted Average		
	Number of Shares	Exercise Price	Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at December 29, 2012	1,097,300	$ 1.23		
Options Granted	-	-		
Options Exercised	(250,000)	0.50		
Options Forfeited	-	-		
Outstanding at September 28, 2013	847,300	$ 1.44	5.98	$ 13,700
Exercisable at September 28, 2013	847,300	$ 1.44	5.98	$ 13,700

The aggregate intrinsic values in the table above are before income taxes, based on the Company's closing stock price of $0.81 on the last day of business for the period ended September 28, 2013. The aggregate intrinsic value for options exercised during the nine months ended September 28, 2013 was $35,000. There were no options exercised during the three months ended September 28, 2013. There were no options exercised during the three and nine months ended September 29, 2012.

As of September 28, 2013, the Company did not have any unrecognized compensation expense related to non-vested share-based compensation arrangements granted under the plans for non-employee stock options.

Stock Awards

From time to time, the Company awards shares of its common stock to non-employees for services provided or to be provided. If the fair value of services received is more reliably measurable than the fair value of the stock awarded, the fair value of the services received is used to measure the award. In contrast, if the fair value of the stock issued is more reliably measurable, than the fair value of services received, the award is measured based on the fair value of the stock awarded. Since these stock awards are fully vested and non-forfeitable, upon issuance the measurement date for the award is usually reached on the date of the award. The measured fair value of the award is amortized over the period the service is provided.

During the nine months ended September 28, 2013, the Company awarded an aggregate of 600,000 shares of the Company's common stock to non-employees. The Company did not award any shares to non-employees during the three months ended September 28, 2013. The fair values of the awards were based on the trading price of the Company's stock on the date of issuance. The expense the Company recognized for stock awards was $87,322 and $237,571 for the three and nine months ended September 28, 2013, respectively. As of September 28, 2013, there was $142,953 of total unrecognized compensation expense related to stock awarded to the non-employees. During the three and nine months ended September 29, 2012, the Company awarded an aggregate of 780,294 and 1,234,851 shares, respectively, and recognized a total expense of $372,721 and $680,897, respectively.

Warrant Awards

During the nine months ended September 28, 2013, the Company recognized an expense of $4,094 for the warrants that were previously awarded during the year ended December 29, 2012. The Company did not recognize any expense during the three months ended September 28, 2013. The Company did not award any new warrants during the three and nine months ended September 28, 2013. As of September 28, 2013, the Company did not have any unrecognized compensation expense related to warrants awarded to the non-employee.

For non-employee share-based compensation, the Company recognized share-based compensation expense of $87,322 and $242,721 in general and administrative expenses in the statement of operations for the three and nine months ended September 28, 2013, respectively. The Company recognized $469,989 and $1,090,689 in share-based compensation expense for the three and nine months ended September 29, 2012, respectively.

Note 8. Warrants

During the nine months ended September 28, 2013, 7,803,564 warrants with an exercise price of $0.21 per share were exercised and the Company received proceeds of $1,638,748 from exercise of these warrants. These warrants were issued during the year ended January 1, 2011 pursuant to a subscription agreement entered into by the holders of such warrants and the Company on April 22, 2010. There were no warrants exercised during the three months ended September 28, 2013.

In addition, during the three and nine months ended September 28, 2013, 404,047 and 1,718,350 warrants issued during the year 2008 with an exercise price of $3.00 per share expired, respectively.

At September 28, 2013, the following warrants were outstanding and exercisable:

Warrants granted in connection with :	Weighted Average Exercise Prices	Number Outstanding And Exercisable At September 28, 2013	Weighted Average Remaining Contractual Life
2012 Placement agent commission	$ 0.85	285,000	10.2 months
2012 Non-employee award	$ 0.75	250,000	9.9 months
	$ 0.80	535,000	10.0 months

Note 9. Business Segmentation

Since the year ended December 29, 2012, the Company began segregating its financial results for Spherix Consulting, Inc. ("Spherix"), which the Company acquired on December 3, 2012. Spherix provides scientific and regulatory consulting. The Company has following three reportable segments.

- Core standards, contract services and ingredients segment includes supply of phytochemical reference standards, which are small quantities of plant-based compounds typically used to research an array of potential attributes, and reference materials, related contract services, and proprietary ingredients.

- Scientific and regulatory consulting segment which consist of providing scientific and regulatory consulting to the clients in the food, supplement and pharmaceutical industries to manage potential health and regulatory risks.

- Retail dietary supplement products segment which consist of the supply of the BluScience line of dietary supplement products containing the Company's proprietary ingredients to various retail distribution channels. On March 28, 2013, the Company entered into an asset purchase and sale agreement with NeutriSci and consummated the sale of BluScience consumer product line to NeutriSci.

The "Other" classification includes corporate items not allocated by the Company to each reportable segment. Further, there are no intersegment sales that require elimination. The Company evaluates performance and allocates resources based on reviewing gross margin by reportable segment.

Three months ended September 28, 2013	Core Standards, Contract Services and Ingredients segment	Scientific and Regulatory Consulting segment	Retail Dietary Supplement Products segment	Other	Total
Net sales	$ 2,355,458	$ 362,749	$ -	$ -	$ 2,718,207
Cost of sales	1,794,073	173,947	-	-	1,968,020
Gross profit	561,385	188,802	-	-	750,187
Operating expenses:					
Sales and marketing	493,068	12,000	-	-	505,068
General and administrative	-	-	-	1,453,611	1,453,611
Loss from investment in affiliate	-	-	-	33,281	33,281
Operating expenses	493,068	12,000	-	1,486,892	1,991,960
Operating income (loss)	$ 68,317	$ 176,802	$ -	$ (1,486,892)	$ (1,241,773)

Three months ended September 29, 2012	Core Standards, Contract Services and Ingredients segment	Scientific and Regulatory Consulting segment	Retail Dietary Supplement Products segment	Other	Total
Net sales	$ 1,989,910	$ -	$ 1,642,334	$ -	$ 3,632,244
Cost of sales	1,539,118	-	838,873	-	2,377,991
Gross profit	450,792	-	803,461	-	1,254,253
Operating expenses:					
Sales and marketing	514,029	-	288,142	-	802,171
General and administrative	-	-	-	1,983,720	1,983,720
Operating expenses	514,029	-	288,142	1,983,720	2,785,891
Operating income (loss)	$ (63,237)	$ -	$ 515,319	$ (1,983,720)	$ (1,531,638)

Nine months ended September 28, 2013	Core Standards, Contract Services and Ingredients segment	Scientific and Regulatory Consulting segment	Retail Dietary Supplement Products segment	Other	Total
Net sales	$ 7,011,343	$ 808,610	$ (60,285)	$ -	$ 7,759,668
Cost of sales	4,922,469	452,479	955	-	5,375,903
Gross profit (loss)	2,088,874	356,131	(61,240)	-	2,383,765
Operating expenses:					
Sales and marketing	1,720,292	14,600	131,159	-	1,866,051
General and administrative	-	-	-	4,155,792	4,155,792
Loss from investment in affiliate	-	-	-	33,281	33,281
Operating expenses	1,720,292	14,600	131,159	4,189,073	6,055,124
Operating income (loss)	$ 368,582	$ 341,531	$ (192,399)	$ (4,189,073)	$ (3,671,359)

Nine months ended September 29, 2012	Core Standards, Contract Services and Ingredients segment	Scientific and Regulatory Consulting segment	Retail Dietary Supplement Products segment	Other	Total
Net sales	$ 5,995,243	$ -	$ 2,092,617	$ -	$ 8,087,860
Cost of sales	4,413,943	-	2,259,184	-	6,673,127
Gross profit (loss)	1,581,300	-	(166,567)	-	1,414,733
Operating expenses:					
Sales and marketing	1,525,545	-	3,003,706	-	4,529,251
General and administrative	-	-	-	6,829,359	6,829,359
Operating expenses	1,525,545	-	3,003,706	6,829,359	11,358,610
Operating income (loss)	$ 55,755	$ -	$ (3,170,273)	$ (6,829,359)	$ (9,943,877)

At September 28, 2013	Core Standards, Contract Services and Ingredients segment	Scientific and Regulatory Consulting segment	Retail Dietary Supplement Products segment	Other	Total
Total assets	$ 3,922,531	$ 206,032	$ -	$ 3,650,124	$ 7,778,687

At December 29, 2012	Contract Services and Ingredients segment	Regulatory Consulting segment	Dietary Supplement Products segment	Other	Total
Total assets	$ 3,542,355	$ 72,573	$ 4,331,866	$ 1,087,727	$ 9,034,521

Note 10. Management's Plans for Continuing Operations

The Company has incurred a net loss of $3,695,201 for the nine-month period ended September 28, 2013 and an operating loss of $3,671,359 for the nine-month period ended September 28, 2013. One of the factors that contributed to this loss is share-based compensation expense. The Company's share-based compensation expense totaled $1,059,653 for the nine months ended September 28, 2013. In addition to the stock options granted to employees, the Company has awarded shares of its common stock to non-employees as compensation of the services provided. Another factor that contributed to the loss is patent related expense. The Company's patent related expenses including maintenance expenses totaled $276,362 for the nine months ended September 28, 2013. The maintenance of the Company's licensed patents portfolio is critical to the Company's business model and the Company expects to continue to incur such patent related expenses. Another factor that contributed to the loss is the investment in additional personnel and marketing expenses to implement its business plan to expand the line of proprietary ingredients. This has resulted in higher selling and marketing expenses compared to prior years. Management has also implemented additional strategic operational structure changes, which it believes, will allow the Company to achieve profitability with future growth without incurring significant additional overhead costs. Management's anticipation of future growth is largely related to the demand of the line of proprietary ingredients offered by the Company. The Company also incurred an operating loss of $192,399 from the BluScience operations. Increase in trade accounts receivable allowance for possible future returns was the main reason for the loss from the BluScience operations as the increase in allowance was treated as a reduction of revenue.

Subsequent to the nine-month period ended September 28, 2013, the Company sold an aggregate of 3,529,411 shares of the Company's common stock at a price per share of $0.85 to certain strategic accredited investors for gross proceeds of $3,000,000 or $2,980,000 after deducting offering costs. More information regarding this capital raise is set forth in Note 12 Subsequent Events. The Company anticipates the capital raised from these transactions will be sufficient to implement its current business plan through the end of December, 2014. However, if the Company determines that it shall require additional financing to further enable it to achieve its long-term strategic objectives, there can be no assurance that such financing will be available on terms favorable to it or at all. If adequate financing is not available, the Company will further delay, postpone or terminate product and service expansion and curtail certain selling, general and administrative operations. The inability to raise additional financing may have a material adverse effect on the future performance of the Company.

Note 11. Income Taxes

At September 28, 2013 and December 29, 2012, the Company maintained a full valuation allowance against the entire net deferred income tax balance after considering relevant factors, including recent operating results, the likelihood of the utilization of net operating loss tax carry forwards, and the ability to generate future taxable income. The Company expects to maintain a full valuation allowance on its entire net deferred tax assets in 2013, resulting in an effective tax rate of zero for the nine months ended September 28, 2013.

Note 12. Subsequent Events

On October 17, 2013, the Company sold an aggregate of 2,941,176 shares of the Company's common stock, with gross proceeds to the Company of $2,500,000 to a certain strategic accredited investor pursuant to a subscription agreement. Each share of common stock was sold for a purchase price of $0.85 per share.

On October 18, 2013, the Company sold an aggregate of 588,235 shares of the Company's common stock, with gross proceeds to the Company of $500,000 to a certain strategic accredited investor pursuant to a subscription agreement. Each share of Common Stock was sold for a purchase price of $0.85 per share on the same terms of the investment made by the strategic accredited investor on October 17, 2013. A cash fee in the amount of $20,000 was paid to a placement agent in connection with this $500,000 investment.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

GENERAL

This Quarterly Report on Form 10−Q (the "Form 10−Q") contains "forward-looking statements," as defined in Section 21E of the Securities Exchange Act of 1934, as amended. These statements reflect the Company's current expectations of the future results of its operations, performance and achievements. Forward-looking statements are covered under the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. The Company has tried, wherever possible, to identify these statements by using words such as "anticipates," "believes," "estimates," "expects," "plans," "intends" and similar expressions. These statements reflect management's current beliefs and are based on information now available to it. Accordingly, these statements are subject to certain risks, uncertainties and contingencies that could cause the Company's actual results, performance or achievements in 2013 and beyond to differ materially from those expressed in, or implied by, such statements. Such statements, include, but are not limited to, statements contained in this Form 10-Q relating to our business, financial performance, business strategy, recently announced transactions and capital outlook. Important factors that could cause actual results to differ materially from those in the forward- looking statements include: a continued decline in general economic conditions nationally and internationally; decreased demand for our products and services; market acceptance of our products; the ability to protect our intellectual property rights; the impact of any litigation or infringement actions brought against us; competition from other providers and products; risks in product development; the inability to raise capital to fund continuing operations; changes in government regulation; the ability to complete customer transactions, and other factors relating to our industry, our operations and results of operations and any businesses that may be acquired by us. Should one or more of these or other risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned. Additional risks, uncertainties, and other factors are set forth under Item 1A "Risk Factors" in the Company's Annual Report on Form 10-K for the year ending December 29, 2012 and filed with the Commission on March 29, 2013 and in future reports the Company files with the Commission. Readers of this Form 10−Q should not place undue reliance on any forward-looking statements. Except as required by federal securities laws, the Company undertakes no obligation to update or revise these forward-looking statements to reflect new events or uncertainties.

You should read the following discussion and analysis of the financial condition and results of operations of the Company together with the financial statements and the related notes presented in Item 1 of this Form 10-Q. The financial statements filed for the three month period ended March 30, 2013 and the six month period ended June 29, 2013 contained a misstatement pertaining to the accounting treatment of the sale of the BluScience assets to NeutriSci. The value of the equity and the senior secured convertible note that the Company received from NeutriSci as part of the purchase price were originally accounted for at the stated values of the consideration received for recognizing a gain on the sale of the BluScience assets. Due to the inability to make a reliably determinable estimate of the fair value of the NeutriSci equity securities and the ultimate collectability of the notes received as consideration, management has determined that the proper accounting for the sale transaction is the cost recovery method. Under the cost recovery method, no gain on the sale will be recognized until the Company's cost basis in the net assets sold has been recovered. The Company originally accounted for its investment in NeutriSci under the cost method where it has now be determined that the equity method should have been used. The Company expects all amendments and restatements to the Financial Statements affected to be non-cash in nature. The discussion and analysis for the results of operations for the nine months ended September 28, 2013 includes the restated results for the six months ended June 29, 2013.

The Company will restate the Financial Statements to correct the errors noted above and file amendments to the previous periods Quarterly Reports with the Securities and Exchange Commission as soon as practicable. The correction of the errors will (i) decrease the previously reported earnings by $2,892,597 for the three month period ended March 30, 2013, and (ii) decrease the previously reported earnings by $31,144 and $2,923,741 for the three and the six month periods ended June 29, 2013. The correction of the errors will also decrease the reported assets and stockholder's equity by $2,892,597 and $2,923,741 at March 30, 2013 and June 29, 2013, respectively.

Overview

We supply phytochemical reference standards, which are small quantities of plant-based compounds typically used to research an array of potential attributes, and reference materials, related contract services, and proprietary ingredients. We perform chemistry-based analytical services at our laboratory in Boulder, Colorado, typically in support of quality control or quality assurance activities within the dietary supplement industry. On December 3, 2012, we acquired Spherix Consulting, Inc., which provides scientific and regulatory consulting to the clients in the food, supplement and pharmaceutical industries to manage potential health and regulatory risks. In 2011, we launched the BluScience retail dietary supplement products containing one of the proprietary ingredients, pTeroPure, which we also sell as an ingredient for incorporation into the products of other companies. However, on March 28, 2013, we entered into an asset purchase and sale agreement with NeutriSci and consummated the sale of the BluScience consumer product line to NeutriSci.

The discussion and analysis of our financial condition and results of operations are based on our financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires our management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported revenues, if any, and expenses during the reporting periods. On an ongoing basis, we evaluate such estimates and judgments, including those described in greater detail below. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

The discussion and analysis for the results of operations for the nine months ended September 28, 2013 includes the restated results for the six months ended June 29, 2013.

We anticipate that our current cash, cash generated from operations, the capital raised subsequent to the nine-month period ended September 28, 2013 (see Liquidity and Capital Resources below in Item 2 of this Form 10-Q), and the cash payments received and to be received from the sale of the BluScience consumer product line, along with curtailment of certain expenses will be sufficient to meet our projected operating plans through the end of December, 2014. We may, however, seek additional capital prior to the end of December, 2014, both to meet our projected operating plans through and after December, 2014 and/or to fund our longer term strategic objectives.

Additional capital may come from public and/or private stock or debt offerings, borrowings under lines of credit or other sources. These additional funds may not be available on favorable terms, or at all. Furthermore, if we issue equity or debt securities to raise additional funds, our existing stockholders may experience dilution and the new equity or debt securities we issue may have rights, preferences and privileges senior to our common stock. In addition, if we raise additional funds through collaboration, licensing or other similar arrangements, it may be necessary to relinquish valuable rights to our products or proprietary technologies, or to grant licenses on terms that are not favorable to us. If we cannot raise funds on acceptable terms, we may not be able to develop or enhance our products, obtain the required regulatory clearances or approvals, achieve long term strategic objectives, take advantage of future opportunities, or respond to competitive pressures or unanticipated customer requirements. Any of these events could adversely affect our ability to achieve our development and commercialization goals, which could have a material and adverse effect on our business, results of operations and financial condition. If we are unable to establish small to medium scale production capabilities through our own plant or though collaboration with third parties on acceptable terms, we may be unable to fulfill our customers' requirements. This may cause a loss of future revenue streams as well as require us to seek third party vendors to provide these services. These vendors may not be available, or may charge fees that prevent us from pricing our products competitively within our markets.

We have licensed to OPKO Health, Inc. ("OPKO"), a multi-national biopharmaceutical and diagnostics company, certain new product offerings and health care technologies for distribution and business development throughout Latin America. The initial product to be commercialized is our proprietary product pterostilbene. We believe that partnering with OPKO provides a unique opportunity to enter the Latin American market and we see this market as potentially offering the Company significant long-term economic prospects.

Some of our operations are subject to regulation by various state and federal agencies. In addition, we expect a significant increase in the regulation of our target markets. Dietary supplements are subject to FDA, FTC and U.S. Department of Agriculture regulations relating to composition, labeling and advertising claims. These regulations may in some cases, particularly with respect to those applicable to new ingredients, require a notification that must be submitted to the FDA along with evidence of safety. There are similar regulations related to food additives.

Results of Operations

We generated net sales of $7,759,668 for the nine-month period ended September 28, 2013 as compared to $8,087,860 for the nine-month period ended September 29, 2012. We incurred a net loss of $3,695,201 for the nine-month period ended September 28, 2013 as compared with a net loss of $9,963,844 incurred for the nine-month period ended September 29, 2012. This equated to $0.04 loss per basic and diluted share for the nine-month period ended September 28, 2013 as compared with a $0.11 loss per basic and diluted share for the nine-month period ended September 29, 2012.

Over the next two years, we plan to continue to increase research and development efforts for our line of proprietary ingredients, subject to available financial resources. The capital raised subsequent to the nine-month period ended September 28, 2013 (see Liquidity and Capital Resources below in Item 2 of this Form 10-Q) will be used to further develop the Company's novel nutritional ingredients. We also intend to continue to expand our service capacity through hiring and to implement accreditation and certification programs related to quality initiatives. In addition, we plan to expand our chemical library program and to either establish a Good Manufacturing Practice compliant pilot plant to support small to medium scale production of target compounds or collaborate with a company that has these capabilities. There can be no assurance, however, that we will actually implement any of these plans.

Net Sales

Net sales consist of gross sales less promotions, discounts and returns . Net sales decreased by 25% to $2,718,207 for the three-month period ended September 28, 2013 as compared to $3,632,244 for the three-month period ended September 29, 2012. The core standards, contract services and ingredients segment generated net sales of $2,355,458 for the three-month period ended September 28, 2013. This is an increase of 18%, compared to $1,989,910 for three-month period ended September 29, 2012. This increase was largely due to increased sales of proprietary ingredients and other bulk dietary supplement grade raw materials. The retail dietary supplement products segment did not have any sales for the three-month period ended September 28, 2013 as we sold the BluScience consumer product line to NeutriSci on March 28, 2013. For the three-month period ended September 29, 2012, the retail dietary supplement products segment generated net sales of $1,642,334. The scientific and regulatory consulting segment generated net sales of $362,749 for the three-month period ended September 28, 2013. We did not have the scientific and regulatory consulting segment for the comparable period in 2012.

For the nine-month period ended September 28, 2013, net sales decreased by 4% to $7,759,668 as compared to $8,087,860 for the nine-month period ended September 29, 2012. The core standards, contract services and ingredients segment generated net sales of $7,011,343 for the nine-month period ended September 28, 2013. This is an increase of 17%, compared to $5,995,243 for the nine-month period ended September 29, 2012. This increase was primarily due to increased sales of chemical and analytical testing services as well as our proprietary ingredients and other bulk dietary supplement grade raw materials. The retail dietary supplement products segment generated negative net sales of $60,285 for the nine-month period ended September 28, 2013. The gross sales for this segment was $557,111, however, sales deductions for promotions and returns, including additional trade accounts receivable allowance for possible future returns totaled $617,396. For the nine-month period ended September 29, 2012, the retail dietary supplement products segment generated net sales of $2,092,617. The gross sales for this segment was $5,401,230, however, sales deductions for promotions and discounts related to the launch of BluScience products to retail distribution channels totaled $3,308,613. The scientific and regulatory consulting segment generated net sales of $808,610 for the nine-month period ended September 28, 2013. We did not have the scientific and regulatory consulting segment for the comparable period in 2012.

Cost of Sales

Cost of sales include raw materials, labor, overhead, and delivery costs. Cost of sales for the three-month period ended September 28, 2013 was $1,968,020 as compared with $2,377,991 for the three-month period ended September 29, 2012. As a percentage of net sales, this represented a 7% increase for the three-month period ended September 28, 2013 compared to the three-month period ended September 29, 2012. The cost of sales as a percentage of net sales for the core standards, contract services and ingredients segment for the three-month period ended September 28, 2013 was 76% compared to 77% for the three-month period ended September 29, 2012. The retail dietary supplement products segment did not have any cost of sales for the three-month period ended September 28, 2013 as we sold the BluScience product line to NeutriSci on March 28, 2013. For the three-month period ended September 29, 2012, the cost of sales as a percentage of net sales for the retail dietary supplement products segment was 51%. The cost of sales as a percentage of net sales for the scientific and regulatory consulting segment for the three-month period ended September 28, 2013 was 48%. We did not have the scientific and regulatory consulting segment for the comparable period in 2012.

Cost of sales for the nine-month period ended September 28, 2013 was $5,375,903 versus $6,673,127 for the nine-month period ended September 29, 2012. As a percentage of net sales, this represented 13% decrease for the nine-month period ended September 28, 2013 compared to the nine-month period ended September 29, 2012. The cost of sales as a percentage of net sales for the core standards contract services and ingredients segment for the nine-month period ended September 28, 2013 was 70% compared to 74% for the nine-month period ended September 29, 2012. This percentage decrease in cost of sales is largely due to increased sales of chemical and analytical testing and contract services. Fixed labor costs make up the majority of costs for analytical testing and contract services and these fixed labor costs did not increase in proportion to sales. The cost of sales for the retail dietary supplement products segment were greater than net sales for nine-month periods ended September 28, 2013 and September 29, 2012. This is due to promotions, discounted sales and returns which resulted in substantially lower net sales compared to gross sales. The costs of sales for the retail dietary supplement products segment for the nine-month periods ended September 28, 2013 and September 29, 2012 were $955 and $2,259,184, respectively, while the net sales were negative $60,285 and $2,092,617, respectively. The cost of sales as a percentage of net sales for the scientific and regulatory consulting segment for the nine-month period ended September 28, 2013 was 56%. We did not have the scientific and regulatory consulting segment for the comparable period in 2012.

Gross Profit (Loss)

Gross profit (loss) is net sales less the cost of sales and is affected by a number of factors including product mix, competitive pricing and costs of products and services. Our gross profit decreased 40% to $750,187 for the three-month period ended September 28, 2013 from $1,254,253 for the three-month period ended September 29, 2012. For the core standards, contract services and ingredients segment, our gross profit increased 25% to $561,385 for the three-month period ended September 28, 2013 from $450,792 for the three-month period ended September 29, 2012. The increased sale of proprietary ingredients and other bulk dietary supplement grade raw materials was the primary reason for the increase in gross profit. For retail dietary supplement products segment, we did not have any gross profit for the three-month period ended September 28, 2013 as we sold the BluScience product line to NeutriSci on March 28, 2013. For the three-month period ended September 29, 2012, we had a gross profit of $803,461 for retail dietary supplement products segment. For the scientific and regulatory consulting segment, we had a gross profit of $188,802 for the three-month period ended September 28, 2013. We did not have the scientific and regulatory consulting segment for the comparable period in 2012.

Our gross profit increased to $2,383,765 for the nine-month period ended September 28, 2013 from $1,414,733 for the nine-month period ended September 29, 2012. For the core standards, contract services and ingredients segment, our gross profit increased 32% to $2,088,874 for the nine-month period ended September 28, 2013 from $1,581,300 for the nine-month period ended September 29, 2012. The increased sale of analytical testing and contract services was the primary reason for the increase in gross profit. For the retail dietary supplement products segment, we had a gross loss of $61,240 for the nine-month period ended September 28, 2013 and a gross loss of $166,567 for the nine-month period ended September 29, 2012. The gross loss for the nine-month period ended September 29, 2012 was due to the sales promotions and sales discounts we offered in relation to the launch of BluScience products. For the scientific and regulatory consulting segment, we had a gross profit of $356,131 for the nine-month period ended September 28, 2013. We did not have the scientific and regulatory consulting segment for the comparable period in 2012.

Operating Expenses-Sales and Marketing

Sales and Marketing Expenses consist of salaries, advertising and marketing expenses. Sales and marketing expenses for the three-month period ended September 28, 2013 were $505,068 as compared to $802,171 for the three-month period ended September 29, 2012. For the core standards, contract services and ingredients segment, sales and marketing expenses for the three-month period ended September 28, 2013 slightly decreased to $493,068 as compared to $514,029 for the three-month period ended September 29, 2012. For the retail dietary supplement products segment, we did not have any sales and marketing expenses for the three-month period ended September 28, 2013 as we sold the BluScience product line to NeutriSci on March 28, 2013. For the three-month period ended September 29, 2012, sales and marketing expenses for the retail dietary supplement products segment were $288,142. These expenses mainly consisted of co-op advertising expenses with the retailers and expenses related to campaigns to increase public awareness of our retail products. For the scientific and regulatory consulting segment, sales and marketing expenses for the three-month period ended September 28, 2013 were $12,000. We did not have the scientific and regulatory consulting segment for the comparable period in 2012.

Sales and marketing expenses for the nine-month period ended September 28, 2013 were $1,866,051 as compared to $4,529,251 for the nine-month period ended September 29, 2012. For the core standards, contract services and ingredients segment, sales and marketing expenses for the nine-month period ended September 28, 2013 increased to $1,720,292 compared to $1,525,545 for the nine-month period ended September 29, 2012. This increase was largely due to the production of our new catalog, an increase in staff and increased marketing efforts for our line of proprietary ingredients. For the retail dietary supplement products segment, sales and marketing expenses for the nine-month period ended September 28, 2013 decreased to $131,159 compared to $3,003,706 for the nine-month period ended September 29, 2012. During the nine-month period ended September 29, 2012, we conducted a national advertising campaign through television and radio media in support of the launch of the BluScience products. We did not conduct such an advertising campaign during the nine-month period ended September 28, 2013. For the scientific and regulatory consulting segment, sales and marketing expenses for the nine-month period ended September 28, 2013 were $14,600. We did not have the scientific and regulatory consulting segment for the comparable period in 2012.

Operating Expenses-General and Administrative

General and Administrative Expenses consist of research and development, general company administration, IT, accounting and executive management. General and administrative expenses for the three-and nine-month periods ended September 28, 2013 were $1,453,611 and $4,155,792 as compared to $1,983,720 and $6,829,359 for the three- and nine-month periods ended September 29, 2012. One of the factors that contributed to this decrease was a decrease in share-based compensation expense. Our share-based compensation expense for the three- and nine-month periods ended September 29, 2013 were $331,304 and $1,059,653 as compared to $925,393 and $2,189,917 for the three- and nine-month periods ended September 29, 2012. Another factor that contributed to the decrease in general and administrative expenses was a decrease in investor relations expense. Our investor relations expenses for the three- and nine-month periods ended September 29, 2013 were $58,427 and $174,559 as compared to $302,500 and $907,793 for the three- and nine-month periods ended September 29, 2012. Another factor that contributed to this decrease was departures of certain officers who were with the Company during the nine-month period ended September 29, 2012. The Company did not hire new officers to fill the vacated positions. There were also one time severance expenses incurred due to the terminations of certain officers during the nine-month period ended September 29, 2012. Severance expenses incurred due to the terminations of certain officers were approximately $671,000. The Company did not incur such expense in the nine-month period ended September 28, 2013.

Non-operating income- Interest Income

Interest income consists of interest earned on money market accounts and note receivable . Interest income for the three- and nine-month periods ended September 28, 2013 was $179 and $679 as compared to $469 and $2,725 for the three- and nine-month periods ended September 29, 2012.

Non-operating Expenses- Interest Expense

Interest expense consists of interest on capital leases. Interest expense for the three- and nine-month periods ended September 28, 2013 was $8,669 and $24,521 as compared to $6,865 and $22,692 for the three- and nine-month periods ended September 29, 2012.

Depreciation and Amortization

Depreciation expense for the nine-month period ended September 28, 2013, was approximately $187,667 as compared to $247,227 for the nine-month period ended September 29, 2012. We depreciate our assets on a straight-line basis, based on the estimated useful lives of the respective assets. Amortization expense of intangible assets for the nine-month period ended September 28, 2013, was approximately $16,819 as compared to $11,277 for the nine-month period ended September 29, 2012. We amortize intangible assets using a straight-line method over 10 years.

Liquidity and Capital Resources

From inception and through September 28, 2013, we have incurred aggregate losses of approximately $33.4 million. These losses are primarily due to expenses associated with the development and expansion of our operations. These operations have been financed through capital contributions and the issuance of common stock and warrants through private placements and through our registered direct offering.

Our Board of Directors periodically reviews our capital requirements in light of our proposed business plan. Our future capital requirements will remain dependent upon a variety of factors, including cash flow from operations, the ability to increase sales, increasing our gross profits from current levels, reducing sales and administrative expenses as a percentage of net sales, continued development of customer relationships, and our ability to market our new products successfully. However, based on our results from operations, we may determine that we need additional financing to implement our business plan. There can be no assurance that any such financing will be available on terms favorable to us or at all. Without adequate financing we may have to further delay or terminate product or service expansion plans. Any inability to raise additional financing would have a material adverse effect on us.

Subsequent to the nine-month period ended September 28, 2013, the Company sold an aggregate of 3,529,411 shares of the Company's common stock at a price per share of $0.85 to certain strategic accredited investors for gross proceeds of $3,000,000 or $2,980,000 after deducting offering costs.

On March 28, 2013, we entered into an asset purchase and sale agreement with NeutriSci International Inc. and consummated the sale of the BluScience consumer product line to NeutriSci. The Company is using the cost recovery method to account for the sale transaction, which is estimated at approximately $3,157,804. The consideration received consists of following: (a) a $250,000 cash payment, which NeutriSci paid as a deposit in February 2013; (b) an additional $250,000 cash payment, which was paid at the closing of the sale; (c) an additional cash payment of $500,000 due no later than 60 days after the closing of the sale, which has been fully paid as of September 28, 2013; (d) a $2,500,000 senior convertible secured note (convertible into 625,000 shares Series I Preferred Stock as described below) payable in quarterly installments of $416,667 beginning August 15, 2013, which a partial payment of $225,000 was received for the first installment as of September 28, 2013 and an amendment to extend the repayment schedule was executed subsequent to September 28, 2013; and (e) 669,708 shares of Series I Preferred Shares that are convertible into 2,678,832 Class "A" common shares of NeutriSci, representing an aggregate of 19% of the NeutriSci shares at a deemed price for each Class A common share of $1.00 per share at March 28, 2013. The transaction documents contain certain equity blockers that preclude our ownership in NeutriSci in excess of 9.99% and 19% without obtaining a waiver from NeutriSci.

While we anticipate that our current levels of capital, cash generated from operations, the capital raised subsequent to the nine-month period ended September 28, 2013 and the cash payments received and to be received from the sale of the BluScience consumer product line, along with curtailment of certain expenses, will be sufficient to meet our projected operating plans through the end of December, 2014, we may seek additional capital prior to December, 2014, both to meet our projected operating plans through and after December, 2014 and to fund our longer term strategic objectives. To the extent we are unable to raise additional cash or generate sufficient revenue to meet our projected operating plans prior to December, 2014, we will revise our projected operating plans accordingly.

Net cash used in operating activities

Net cash used in operating activities for the nine months ended September 28, 2013 was approximately $2,173,177 as compared to approximately $9,369,871 for the nine months ended September 29, 2012. Along with a decrease in accounts payable, an increase in inventories were the largest uses of cash during the nine months ended September 28, 2013. Net cash used in operating activities for the nine months ended September 29, 2012 largely reflects increase in inventories and trade receivables, along with the net loss.

We expect our operating cash flows to fluctuate significantly in future periods as a result of fluctuations in our operating results, shipment timetables, trade receivables collections, inventory management, and the timing of our payments, among other factors.

Net cash provided by (used in) investing activities

Net cash provided by investing activities was approximately $1,038,477 for the nine months ended September 28, 2013, compared to approximately $65,764 used in for the nine months ended September 29, 2012. Net cash provided by investing activities for the nine months ended September 28, 2013 mainly consisted of proceeds from the sale of the BluScience consumer product line. Net cash used in investing activities for the nine months ended September 29, 2012 mainly consisted of purchases of leasehold improvements and equipment as well as purchases of intangible assets.

Net cash provided by financing activities

Net cash provided by financing activities was approximately $1,702,124 for the nine months ended September 28, 2013, compared to approximately $10,252,554 for the nine months ended September 29, 2012. Net cash provided by financing activities for the nine months ended September 28, 2013 mainly consisted of proceeds from the exercise of warrants related to the 2010 private placement. Net cash provided by financing activities for the nine months ended September 29, 2012 mainly consisted of proceeds from issuance of our common stock through registered direct offering and private placement.

Dividend policy

We have not declared or paid any dividends on our common stock. We presently intend to retain earnings for use in our operations and to finance our business. Any change in our dividend policy is within the discretion of our Board of Directors and will depend, among other things, on our earnings, debt service and capital requirements, restrictions in financing agreements, if any, business conditions, legal restrictions and other factors that our Board of Directors deems relevant.

Off-Balance Sheet Arrangements

During the nine months ended September 28, 2013, we had no off-balance sheet arrangements other than ordinary operating leases as disclosed in the "Financial Statements and Supplementary Data" section of the Company's Annual Report on Form 10-K for the year ending December 29, 2012 and filed with the Commission on March 29, 2013.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not Applicable

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our Chief Executive Officer and Chief Financial Officer have evaluated the effectiveness of our disclosure controls and procedures, as defined in Rules 13a – 15(e) and 15d – 15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of the end of the period covered by this quarterly report. They have concluded that, based on such evaluation, our disclosure controls and procedures were not effective due to the material weakness in our internal control over financial reporting as of September 28, 2013.

The Company is still in the process of analyzing and addressing the material weakness that existed in its internal control over its financial reporting for the quarter ended September 28, 2013. Simultaneously with the filing of this Quarterly Report on Form 10-Q with the Securities and Exchange Commission, the Company has filed a Current Report on Form 8-K that addresses in greater detail the nature of the material weakness identified by the Company's management. The Company will file a full report of management on the registrant's internal control over financial reporting with its Annual Report on Form 10-K for the fiscal year 2013.

Changes in Internal Control over Financial Reporting

There was no change in internal control over financial reporting (as defined in Rule 13a−15(f) promulgated under the Securities Exchange Act of 1934) that occurred during the Company's third fiscal quarter that has materially affected or is reasonably likely to materially affect the Company's internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

None.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit No.	Description of Exhibits
10.1	Niagen Supply Agreement, made and entered into as of July 9, 2013, between Thorne Research, Inc. and ChromaDex, Inc. (1)
10.2	License Agreement, made as of August 1, 2013, between Green Molecular S.L., Inc. and ChromaDex, Inc. (2)
31.1	Certification of the Chief Executive Officer pursuant to §240.13a−14 or §240.15d−14 of the Securities Exchange Act of 1934, as amended
31.2	Certification of the Chief Financial Officer pursuant to §240.13a−14 or §240.15d−14 of the Securities Exchange Act of 1934, as amended
32.1	Certification pursuant to 18 U.S.C. Section 1350 (as adopted pursuant to Section 906 of the Sarbanes−Oxley Act of 2002)

(1) Incorporated by reference to Exhibit 99.1 from the Current Report on Form 8-K filed with the SEC on July 12, 2013.

(2) A redacted version of this Exhibit is filed herewith. An unredacted copy of this Exhibit has been separately filed with the Commission pursuant to an application for confidential treatment. The confidential portions of the Exhibit have been omitted and are marked by an asterisk.

101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ChromaDex Corporation
(Registrant)

Date: November 21, 2013

/s/ THOMAS C. VARVARO
Thomas C. Varvaro
Duly Authorized Officer and Chief Financial Officer

Exhibit 31.1

Certification of the Chief Executive Officer
Pursuant to
§240.13a−14 or §240.15d−14 of the Securities Exchange Act of 1934, as amended

I, Frank L. Jaksch Jr., certify that:

1. I have reviewed this quarterly report on Form 10−Q of ChromaDex Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a−15(e) and 15d−15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15a-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 21, 2013

/s/ FRANK L. JAKSCH JR.
Frank L. Jaksch Jr.
Chief Executive Officer

Exhibit 31.2

Certification of the Chief Financial Officer
Pursuant to
§240.13a−14 or §240.15d−14 of the Securities Exchange Act of 1934, as amended

I, Thomas C. Varvaro, certify that:

1. I have reviewed this quarterly report on Form 10−Q of ChromaDex Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a−15(e) and 15d−15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15a-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 21, 2013

/s/ THOMAS C. VARVARO
Thomas C. Varvaro
Chief Financial Officer

Exhibit 32.1

Certification Pursuant to 18 U.S.C. Section 1350
(as adopted pursuant to Section 906 of the Sarbanes−Oxley Act of 2002)

In connection with this quarterly report of ChromaDex Corporation (the "Company") on Form 10−Q for the quarter ended September 28, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, Frank L. Jaksch Jr., Chief Executive Officer of the Company, and Thomas C. Varvaro, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes−Oxley Act of 2002, that, to our knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: November 21, 2013

/s/ FRANK L. JAKSCH JR.
Frank L. Jaksch Jr.
Chief Executive Officer

/s/ THOMAS C. VARVARO
Thomas C. Varvaro
Chief Financial Officer

Exhibit 10.2

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED BASED UPON A REQUEST FOR CONFIDENTIAL TREATMENT AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of this 1st Day of August 2013 ("Execution Date") by and between the GREEN MOLECULAR S.L., a Spanish corporation with a principal address at Parc Cientific Universidad de Valencia, Polígono La Coma s/n, 46980 Paterna, Valencia, Spain ("GM") and Chromadex, Inc. , a corporation organized and existing under the laws of California with a principal address 10005 Muirlands Bvld Suite G, Irvine , California 92618 ("CHROMADEX")

RECITALS

WHEREAS, GM has developed inventions and desire to commercialize such inventions related to Pterostilbene.

WHEREAS, CHROMADEX wishes to acquire certain rights and licenses with respect to the Patent Rights in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and intending to be legally bound herby, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Unless otherwise provided in this Agreement, the following terms when used with initial capital letters shall have the meanings set forth below:

"Affiliate" means, when used with reference to CHROMADEX, any Person directly or indirectly controlling, controlled by or under common control with CHROMADEX.

"Bankruptcy Event" means the person in question becomes insolvent, or voluntary or involuntary proceedings by or against such person are instituted in bankruptcy or under any insolvency law, or a receiver or custodian is appointed for such person, or proceedings are instituted by or against such person for corporate dissolution of such person, which proceedings, if involuntary, shall not have been dismissed within sixty (60) days after the date of filing, or such person makes an assignment for the benefit of creditors, or substantially all of the assets of such person are seized or attached and not released within sixty (60) days thereafter.

"Calendar Quarter" means each three-month period, or any portion thereof, beginning on January 1, April 1, July 1 and October 1.

"Confidential Information" means all technical information, developments, discoveries, methods, techniques, formulae, processes and other information relating to Pterostilbene that GM or CHROMADEX owns or controls on the date hereof or owns or controls during the term of this Agreement, including by way of illustration and not limitation, designs, data, drawings, documents, models, business practices, financial data and other similar information.

"Effective Date" shall mean the date that is the earlier of (i) the date of completion of the formulation feasibility study or (ii) six (6) months from the Execution Date of this Agreement.

[*] Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portion.

"Field" means the use of Pterostilbene and Pterostiblene combinations as listed in the PATENTS for topical over the counter products, Topical cosmetics, physician dispensed topical products and topical Rx treatments with structure and or function claims related to the Valid Claims as defined below.

“Expanded Field” means the use of Pterostilbene and Pterostiblene combinations as listed in the PATENTS for topical and oral over the counter products, Topical cosmetics, physician dispensed topical or oral products and topical or oral Rx treatments with structure and or function claims related to the Valid Claims as defined below.

"Net Sales Price" means the gross amount charged by CHROMADEX for a Licensed Product less any (a) trade, quantity and cash discounts on Licensed Products actually provided to third parties in connection with arms length transactions, (b) credits, allowances or refunds, not to exceed the original invoice amount, for actual claims, damaged goods, rejections or returns of Licensed Products, and (c) excise, sale, use, value added or other taxes, other than income taxes, paid by Licensee due to the Sale of Licensed Products. If a Licensed Product is sold for consideration other than solely cash, the fair market value of such other consideration shall be included in the Net Sales Price. If a Licensed Product is sold in a package, kit, or blended with other products or services which is not a Licensed Product, the Net Sales Price for purposes of calculating the royalty under Article 3 hereof shall be calculated by multiplying the Net Sales Price of the combination product or service by the fraction of A/A+B, where "A" is the Net Sales Price of the Licensed Product or Service when sold separately and "B" is the Net Sales Price of the other product or service or products or services when sold.

"Patent(s)" means the any patents or applications which claim the invention(s) summarized in Appendix A which relate to the compound known as Pterostilbene, including without limitation any United States Letters Patent, and all continuations, continuations-in-part, additions, divisions, renewals, extensions, reexaminations and reissues of any of the foregoing, all foreign counterparts of any of the foregoing, and any other patents which relate to the Pterostilbene and Pterostilbene combinations in the Field of the present agreement owned or controlled by GM during the term of this Agreement.

“Patent Right(s)” means all legal rights belonging to GM which are provided by the Patents.

“Patent Expenses” means all out-of-pocket fees, expenses, and charges related to the Patent Rights incurred by GM in connection with the preparation, filing, prosecution, issuance, re-issuance, re-examination, interference, and/or maintenance of applications for patent or equivalent protection for the Patent Rights.

"Person" means an individual, partnership, corporation, joint venture, unincorporated association, or other entity, or a government or department of agency thereof.

"Licensed Products" means any article or portion thereof which is made, produced, sold or used in whole or in part, by or with the use of the licensed Patent Rights. Licensed Products include Pterostilbene sold to 3 rd parties for use in dietary supplement products and used in dietary supplement products sold directly by CHROMADEX. Licensed Products does not include Pterostilbene sold by CHROMADEX as an analytical reference standard.

“Sunk Patent Expenses” means Patent Expenses incurred by GM prior to the Effective Date of the Agreement.

"Valid Claim" means a claim of an unexpired issued Patent that has not been withdrawn, canceled or disclaimed or held invalid by a court or governmental authority of competent jurisdiction in an unappealed or unappealable decision.

"Sabinsa Application" means U.S. Patent Application No. 12/408,808 and any divisional, continuation, continuation-in-part, reissue, or foreign application(s) related to same.

ARTICLE 2
GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions contained in this Agreement, GM hereby grants to CHROMADEX an exclusive, non-transferrable (except otherwise allowed in this Agreement), worldwide, royalty-bearing right and license to use and practice the Patent Rights to make, have made, use, and sell Licensed Products in the Field.

2.2.1 Right to Sub-license.. Subject to the further provisions of this Section 2.2.2, Licensee may grant sublicenses of the licenses granted to Licensee in Section 2.1 above to third parties by entering into a written agreement with any such third party (each such agreement shall be referred to herein as a "Sublicense" and each such third party shall be referred to herein as a "Sublicensee"). Only Licensee (and not any Sublicensee) may enter into a Sublicense, and each Sublicense shall expressly prohibit the Sublicensee from granting further sublicenses.

2.2.2 Requirements of each Sublicense Agreement. Licensee agrees that it will require all Sublicensees to comply with the terms and conditions set forth in this Agreement and applicable to Licensee. In furtherance of the foregoing but without limiting the generality thereof, each Sublicense shall, for the express benefit of GM, bind the Sublicensee to terms and conditions no less favorable to GM than those between GM and Licensee contained in this Agreement. To the extent that any term, condition, or limitation of any Sublicense is inconsistent with the terms, conditions and limitations contained in this Agreement, such term, condition, and/or limitation shall be null and void against GM. . Within thirty (30) days after the effective date of any Sublicense, Licensee shall provide GM a complete copy of the Sublicense including, without limitation, any and all exhibits and/or attachments thereto. If the Sublicense is written in a language other than English, the copy of the Sublicense shall be accompanied by a complete translation written in English. Upon delivery of such translation to GM, Licensee shall be deemed to represent and warrant to GM that such translation is a true and accurate translation of the Sublicense .

2.2.3 Sublicensing Royalty Rate. Licensee shall pay GM [*]% for all over the counter sublicensing revenues for those received beyond the supply of the product and [*]% for all RX sublicensing revenues received beyond the supply of the product.

2.2.4 Right of First Refusal:

(a)'308 Application Right of First Refusal: Application: GM shall notify Licensee of any decision by a patent office to allow claims to United States Patent Application No. 11/631,912 or to any continuation, divisional, reissue or foreign counterpart application to same. Licensee shall have sixty (60) days from receipt of each notice to elect to expand the Field to include non-topical cosmetics. Licensee shall notify GM of any such election. An expansion of the Field pursuant to this section shall only apply to the nation of the particular patent office which is the subject of the notification of allowed claims. For the avoidance of doubt, all patent applications described in this paragraph shall be considered to be and treated as Patents.

(b)Right of First Refusal Payments: Upon the first election by Licensee to expand the Field pursuant to paragraph (a) of this section in the United States, a one-time payment of $[*] shall be owed to GM. Upon the first election by Licensee to expand the Field pursuant to paragraph (a) of this section in any nation other than the United States, a one-time payment of $[*] shall be owed to GM. Any payment owed by Licensee pursuant to this paragraph for expansion of the Field in the United States shall become due and payable upon sales of $[*] (QUANTITY/DOLLARS) of Licensed Products intended for use in the United States. Any payment owed by Licensee pursuant to this paragraph for expansion of the Field in any nation other than the United States shall become due and payable upon sales of $[*] (QUANTITY/DOLLARS) of Licensed Products intended for use outside of the United States. For the avoidance of doubt, it is understood that subsequent elections by Licensee to expand the Field of Use do not incur additional payments pursuant to this section.

2.3 No Rights by Implication. No rights or licenses with respect to the Patent Rights are granted or deemed granted hereunder or in connection herewith, other than those rights or licenses expressly granted in this Agreement.

ARTICLE 3
LICENSING FEES AND EQUITY

3.1 Upfront and Milestone Payments. In consideration of the license granted hereunder, CHROMADEX shall pay GM the following non-refundable payments:

(a)Pterostilbene-Quercetin Combination Cosmetic Claims Milestone : A one-time Payment of $[*] will be due upon the allowance and issuance of the first United States patent included in the Patent Rights whose scope, provided by either composition or method claims, includes exclusive rights to the use of a formulation comprised of pterostilbene and quercetin (optionally with additional active ingredients) for either the prevention or treatment of cosmetic skin damage, prevention or treatment of wrinkles, or for the prevention of the effects of radiation from the sun (i.e., as a sunscreen).

(b)Pterostilbene Cosmetic Claims Milestone: A one-time Payment of $[*] will be due upon the allowance and issuance of the first United States patent included in the Patent Rights whose scope, provided by either composition or method claims, includes exclusive rights to the use of a formulation comprised of pterostilbene with or without additional active ingredients for either the prevention or treatment of cosmetic skin damage, prevention or treatment of wrinkles, or for the prevention of the effects of radiation from the sun (i.e., as a sunscreen).

(c)Pterostilbene-Quercetin Combination Therapeutic Claims Milestone : A Payment of $[*] will be due upon the allowance and issuance of the first United States patent included in the Patent Rights whose scope, provided by either composition or method claims, includes exclusive rights to the use of a formulation comprised of pterostilbene and quercetin (optionally with additional active ingredients) for the treatment of skin diseases.

(d)Pterostilbene Therapeutic Claims Milestone: A one-time Payment of $[*] will be due upon the allowance and issuance of the first United States patent included in the Patent Rights whose scope, provided by either composition or method claims, includes exclusive rights to the use of a formulation comprised of pterostilbene with or without additional active ingredients for the treatment of skin diseases.

(e) $[*] within thirty (30) day of the Execution Date, and a second Payment of $[*] will be due upon completion of formulation feasibility studies or 18 months from the Execution date whichever is soon.

3.2 Royalties. In further consideration of the rights and licenses granted hereunder, during the Term of the Agreement CHROMADEX shall pay GM the following non-refundable royalty payments:

(a) For the period in which no United States patent has issued in connection to the Sabinsa Application, CHROMADEX shall pay GM [*]% of Net Sales of all Licensed Products sold to third parties for ingredients intended for retail products covered in the field and intended for treatment of conditions listed in VALID CLAIMS in the nation(s) where sales of the retail products occur and [*]% of all Net sales of CHROMADEX retail products containing pterostilbene ,covered in the field and intended for treatment of conditions listed in VALID CLAIMS in the nation(s) where sales of the retail products occur . CHROMADEX agrees to pay GM at least the following minimum royalties during the term of this Agreement and the time in which no United States patent has issued in connection to the Sabinsa Application:

Calender Year 1: $[*]

Year 2: $[*]

Year 3 and beyond. $[*] per year

(b) For the period in which one or more United States patents has issued in connection the Sabinsa Application, CHROMADEX shall pay GM [*]% of Net Sales of all Licensed Products sold to third parties for ingredients intended for retail products covered in the field and intended for treatment of conditions listed in VALID CLAIMS where sales of the retail products occur in the United State, [*]% of all Net Sales of CHROMADEX retail products containing pterostilbene ,covered in the field and intended for treatment of conditions listed in VALID CLAIMS in the United States, [*]% of Net Sales of all Licensed Products sold to third parties for ingredients intended for retail products covered in the field and intended for treatment of conditions listed in VALID CLAIMS in the nation(s) where sales of the retail products occur other than in the United States and [*] of all Net sales of CHROMADEX retail products containing pterostilbene ,covered in the field and intended for treatment of conditions listed in VALID CLAIMS in the nation(s) where sales of the retail products occur other than in the United States. CHROMADEX agrees to pay GM at least the following minimum royalties (in addition to those included in 3.2.a) during the term of this Agreement and the time in which one or more United States patents has issued in connection to the Sabinsa Application:

Year 1: $[*]

Year 2: $[*]

Year 3 and beyond: $[*]

In the event an United States patent issues in connection to the Sabinsa Application, the minimum royalty for the year in which the first such patent issues shall be adjusted on a pro-rata basis.

3.3 Payments. Royalties and other amounts payable under this Agreement shall be paid within thirty (30) days following the last day of the Calendar Quarter in which royalties and other amounts accrue. The last such payment shall be made within thirty (30) days after termination of this Agreement. Payments shall be deemed paid as of the day on which they are received by GM.

3.4 Reports. CHROMADEX shall deliver to GM within thirty (30) days after the end of each Calendar Quarter following commercial sale of a Licensed Product a report setting forth in reasonable detail the calculation of the royalties and other amounts payable to GM for such Calendar Quarter pursuant to this Article 4, including, without limitation, the Licensed Products sold in each country during such Calendar Quarter, and the Net Sales Price.

3.5 Currency, Place of Payment, Interest.

(a) All dollar amounts referred to in this Agreement are expressed in United States dollars. All payments to GM under this Agreement shall be made in United States dollars (or other legal currency of the United States), as directed by GM, by check payable or by wire transfer to an account as GM may designate from time to time.

(b) If CHROMADEX receives revenues from sales of Licensed Products in a currency other than United States dollars, royalties shall be converted into United States dollars at the applicable conversion rate for the foreign currency as published in the "Exchange Rates" table in the eastern edition of *The Wall Street Journal* as of the last date of the applicable Calendar Quarter.

(c) Amounts that are not paid when due shall accrue interest from the due date until paid, at an annual rate equal to the "Prime Rate" plus [*]% as published in the "Money Rates" table in the eastern edition of *The Wall Street Journal* as of the due date.

3.6 Records. CHROMADEX will maintain complete and accurate books and records that enable the royalties payable hereunder to be verified. The records for each Calendar Quarter shall be maintained for two years after the submission of each report under Article 3.5 hereof. Upon reasonable prior notice to CHROMADEX, GM and its accountants shall have access to the books and records of CHROMADEX to conduct a review or audit thereof. Such access shall be available during normal business hours. Upon reasonable prior notice to CHROMADEX, GM and its accountants shall have access to the books and records of CHROMADEX to conduct a review or audit thereof no more than two (2) times per year. Such access shall be available during normal business hours. In the event such audit reveals any error in the computation of Net Sales which results in an underpayment of royalties in excess of 5% of the amount owed during the applicable period, then CHROMADEX shall promptly reimburse GM for all reasonable expenses and costs incurred in the conduct of such review or audit.

3.7 CHROMADEX will reimburse GM for future Patent Expenses incurred during the term of this Agreement within thirty (30) days of receipt of an invoice from GM.

ARTICLE 4
CERTAIN OBLIGATIONS OF CHROMADEX

4.1 CHROMADEX Efforts; Reporting. CHROMADEX shall use its reasonable efforts to develop for commercial use and to market a Licensed Product as soon as practicable, and to continue to market a Licensed Product as long as commercially viable, all as is consistent with sound and reasonable business practice.

4.2 Compliance with Laws. CHROMADEX shall use its best efforts to comply with all prevailing laws, rules and regulations pertaining to the development, testing, manufacture, marketing and import or export of Licensed Products. Without limiting the foregoing, CHROMADEX acknowledges that the transfer of certain commodities and technical data is subject to United States laws and regulations controlling the export of such commodities and technical data, including all Export Administration Regulations of the United States Department of Commerce. These laws and regulations, among other things, prohibit or require a license for the export of certain types of technical data to specified countries. CHROMADEX will comply with all United States laws and regulations controlling the export of commodities and technical data.

4.3 Government Approvals. CHROMADEX will be responsible for obtaining, at its cost and expense, all governmental approvals required to commercially market Licensed Products.

4.4 Patent Notices. CHROMADEX shall mark or cause to be marked all Licensed Products made or sold in the United States with all applicable patent numbers for the Patents. If it is not practical for a Licensed Product to be so marked, then CHROMADEX shall mark or cause to be marked the package for each Licensed Product with all applicable patent numbers for the Patents. GM shall provide CHROMADEX with assistance in performing such marking upon request.

4.5 Bankruptcy or Equivalent. CHROMADEX will provide written notice to GM prior to the filing of a petition in bankruptcy or equivalent if CHROMADEX intends to file a voluntary petition, or, if known by CHROMADEX through statements or letters from a creditor or otherwise, if a Third Party intends to file an involuntary petition in bankruptcy against CHROMADEX. Notice will be given at least 75 days before the planned filing or, if such notice is not feasible, as soon as CHROMADEX is aware of the planned filing where any such notice is allowable under bankruptcy laws. CHROMADEX's failure to perform this obligation is deemed to be a material pre-petition incurable breach under this Agreement not subject to the 60-day notice requirement of Article 9.2, and GM is deemed to have terminated this Agreement forty-five (45) days prior to the filing of the bankruptcy unless such notice is not allowable under bankruptcy laws.

ARTICLE 5
REPRESENTATIONS

5.1 Representations of GM. GM represents to CHROMADEX as follows:

(a) this Agreement, when executed and delivered by GM, will be the legal, valid and binding obligation of GM, enforceable against GM in accordance with its terms;

(b) GM, and to GM's knowledge, has not granted rights in the Patent Rights to any Person other than CHROMADEX;

(c) GM has not received any written notice that the Patent Rights infringe the proprietary rights of any third party;

(d) the inventions claimed in the Patents to the knowledge of GM have not been publicly used, offered for sale, or disclosed in a printed publication by employees of more than one year prior to the filing of the U.S. application for the Patents.

5.2 Representations and Warranties of CHROMADEX. CHROMADEX represents and warrants to GM as follows:

(a) CHROMADEX is a corporation duly organized, validly existing and in good standing under the laws of California and has all requisite corporate power and authority to execute, deliver and perform this Agreement;

(b) This Agreement, when executed and delivered by CHROMADEX, will be the legal, valid and binding obligation of CHROMADEX, enforceable against CHROMADEX in accordance with its terms;

(c)the execution, delivery and performance of this Agreement by CHROMADEX does not conflict with, or constitute a breach or default under,

(i) the charter documents of CHROMADEX,

(ii) any law, order, judgment or governmental rule or regulation applicable to CHROMADEX, or

(iii) any provision of any agreement, contract, commitment or instrument to which CHROMADEX is a party; and the execution, delivery and performance of this Agreement by CHROMADEX does not require the consent, approval or authorization of, or notice, declaration, filing or registration with, any governmental or regulatory authority.

ARTICLE 6
LIABILITY AND INDEMNIFICATION

6.1 No warranties; Limitation on Liability. Except as explicitly set forth in this agreement, GM makes no representations or warranties, express or implied, with respect to: (i) commercial utility; or (ii) merchantability or fitness for a particular purpose; or (iii) that the use of the patent rights will not infringe any patent, copyright or trademark or other proprietary or property rights of others. GM shall not be liable to CHROMADEX, CHROMADEX's successors or assigns or any third party with respect to any claim on account of, or arising from, the use of information in connection with the patent rights supplied hereunder or the manufacture, use or sale of licensed products or any other material or item derived there from.

6.2 CHROMADEX Indemnification. CHROMADEX will indemnify and hold harmless GM, its trustees, officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all liability, loss, damage, action, claim or expense suffered or incurred by the Indemnified Parties which results from or arises out of (individually, a "Liability" and collectively, the "Liabilities"):

(a) breach by CHROMADEX of any covenant or agreement contained in this Agreement;

(b) the development, use, manufacture, promotion, sale, distribution or other disposition of any Licensed Products by CHROMADEX, its Affiliates, assignees, vendors or other third parties, for personal injury, including death, or property damage arising from any of the foregoing. The indemnification obligation under Article 6.3 shall not apply to any contributory negligence or product liability of the Indemnified Party which may have occurred prior to the execution of this Agreement. CHROMADEX will indemnify and hold harmless the Indemnified Parties from and against any Liabilities resulting from:

(i) any product liability or other claim of any kind related to the use by a third party of a Licensed Product that was manufactured, sold, distributed or otherwise disposed by CHROMADEX, its Affiliates, assignees, vendors or other third parties;

(ii) clinical trials or studies conducted by or on behalf of CHROMADEX relating to any Licensed Product and the Patent Rights, including, without limitation, any claim by or on behalf of a human subject of any such clinical trial or study, any claim arising from the procedures specified in any protocol used in any such clinical trial or study, any claim of deviation, authorized or unauthorized, from the protocols of any such clinical trial or study, any claim resulting from or arising out of the manufacture or quality control by a third party of any substance administered in any clinical trial or study;

(iii) CHROMADEX's failure to comply with all prevailing laws, rules and regulations pertaining to the development, testing, manufacture, marketing and import or export of a Licensed Product.

6.3 Procedures. The Indemnified Party shall promptly notify CHROMADEX of any claim or action giving rise to a Liability subject to the provisions of Article 6.3. CHROMADEX shall have the right to defend any such claim or action, at its cost and expense. Indemnified Party must have the right to approve counsel to represent it and such approval will not be unreasonably withheld. In the event CHROMADEX or any of its parents, affiliates or subsidiaries is also named in a particular claim, CHROMADEX may choose the same attorneys who defend the Indemnified Parties to defend CHROMADEX unless there arises a conflict of interest between the CHROMADEX and one or more of the Indemnified Parties or among the Indemnified Parties. The indemnification rights of GM or other Indemnified Party contained herein are in addition to all other rights which such Indemnified Party may have at law or in equity or otherwise.

6.4 Product Liability Insurance. CHROMADEX shall maintain general liability and product liability insurance that is reasonable based upon industry standards, but not less than two million dollars ($2,000,000) per incident and two million dollars ($2,000,000) in the aggregate. The insurance amounts specified herein shall not be deemed a limitation on CHROMADEX's indemnification liability under this Agreement. CHROMADEX shall provide GM with copies of such policies, upon request of GM. CHROMADEX shall notify GM at least ten (10) days prior to cancellation of any such coverage.

ARTICLE 7
PATENTS AND INFRINGEMENT

7.1 Prosecution of Patents.

(a)Responsibilities for Patent Rights.

(i) GM through its patent attorneys is responsible for preparing, filing, and prosecuting any patent applications, maintaining any issued patents, and prosecuting and maintaining any and all continuations, continuations-in-part, divisional, substitutions, reissues, or re-examinations (or the foreign equivalent of these) related to the Patent Rights. CHROMADEX will reimburse GM for patent expenses as detailed in Article 3.7.

(ii) GM will prepare, file, and prosecute patent applications for the Patent Rights in the United States. GM will also prepare, file, and prosecute international applications for the Patent Rights under the Patent Cooperation Treaty.

(a) Such international applications shall designate the European Patent Office as the International Searching Authority, and shall designate at a minimum the European States (defined as "EP" on the international application form of the Patent Cooperation Treaty), and additional countries specified by CHROMADEX.

(b) CHROMADEX will specify in writing to GM the additional foreign countries in which patent applications are to be filed and prosecuted. GM when possible will notify CHROMADEX ninety (90) days in advance of a national stage filing deadline for all Patent Rights, and CHROMADEX will specify such additional countries no later than thirty (30) days before the national stage filing deadline for the pertinent patent application.

(iii) GM is solely responsible for making decisions regarding the content of U.S. and foreign applications to be filed under Patent Rights and prosecution of the applications, continuations, continuations-in-part, divisional, substitutions, reissues, or re-examinations (or the foreign equivalent of these) related thereto. GM will not seek to narrow the scope of a pending application without obtaining CHROMADEX's consent, which consent shall not be unreasonably withheld or delayed. GM shall use its good faith efforts to provide CHROMADEX with a copy of all materials to be filed with the U.S. Patent and Trademark Office and its foreign equivalents at least thirty (30) business days prior to the planned filing and afford CHROMADEX the right to comment.

(iv) CHROMADEX will cooperate with GM in the filing, prosecution, and maintenance of any Patent Rights. GM will advise CHROMADEX promptly as to all material developments with respect to the applications. Copies of all papers received and filed in connection with prosecution of applications in all countries will be provided promptly after receipt or filing to CHROMADEX to enable it to advise GM concerning the applications.

(v) No party shall be liable for any loss, as a whole or in part, of a patent term extension granted by the U.S. Patent and Trademark Office (or its foreign equivalents) on a patent issuing under the Patent Rights, even if such loss results from acts or omissions of the prosecuting party or its personnel.

(vi) Each party agrees to promptly forward all written communications from the other party regarding prosecution of Patent Rights to its patent counsel as appropriate, with a written confirmation to the other party that the communications have been forwarded.

7.2 Infringement by Third Party. In the event that CHROMADEX or GM become aware of suspected infringement of the Patent Rights, they shall promptly notify the other parties of such suspected infringement. CHROMADEX and GM directly or together, may bring suit to abate infringement of the Patent Rights, or communicate with a potential infringer, with prior approval from the other parties. In the event that one party intends to bring suit relating to suspected infringement, it shall promptly notify the other parties of its intention to sue so that the other parties may have the opportunity to approve and participate in and share costs and recoveries from said suit. If only one party brings suit and the other parties choose not to participate in said suit, the party that brings the suit shall be liable for all litigation costs and shall be entitled to retain all recoveries therefrom. In such an event, the other parties shall provide reasonable cooperation, at the expense of the party bringing suit, in the maintenance of such a suit. In the event CHROMADEX chooses to bring suit and GM declines to participate, GM agrees to join such suit should GM be deemed a necessary party to such suit. In the event neither party elects to brings suit within 90 days of notice of the suspected infringement, GM and CHROMADEX shall make commercially reasonable efforts to end the infringement.

ARTICLE 8
CONFIDENTIALITY AND PUBLICATIONS

8.1 Confidentiality. To the extent allowed by law, both parties shall maintain in confidence and shall not disclose to any third party the Confidential Information received pursuant to this Agreement, without the prior written consent of the disclosing party except that the Confidential Information may be disclosed by either party only to those third parties (x) who have a need to know the information in connection with the exercise by either party of its rights under this Agreement and who agreed in writing to keep the information confidential to the same extent as is required of the parties under this Article 8.1, or (y) to whom either party is legally obligated to disclose the information. The foregoing obligation shall not apply to information which:

(a) is, at the time of disclosure, publicly known or available to the public, provided that Information will not be deemed to be within the public domain merely because individual parts of such Information are found separately within the public domain, but only if all the material features comprising such Information are found in combination in the public domain;

(b) is known to recipient at the time of disclosure of such Confidential Information provided that recipient promptly notifies disclosing party in writing of this prior knowledge within thirty (30) days of receipt;

(c) is hereafter furnished to recipient by a third party, as a matter of right and without restriction on disclosure, provided that recipient promptly notifies disclosing party in writing of this third party disclosure after receipt thereof;

(d) is made public by disclosing party;

(e) is disclosed with the written approval of either party;

(f) is the subject of a legally binding court order compelling disclosure, or is otherwise subject to any law or regulation or regulatory body compelling disclosure, provided that recipient must give disclosing party reasonable advance notice of such required disclosure, and recipient must cooperate with disclosing party in attempting to prevent or limit such disclosure.

8.2 Publications. Should GM desire to disclose publicly, in writing or by oral presentation, Confidential Information related to the Patent Rights, GM shall notify CHROMADEX in writing of its intention at least ninety (90) days before such disclosure. GM shall include with such notice a description of the oral presentation or, in the case of a manuscript or other proposed written disclosure, a current draft of such written disclosure.

If the content of such disclosure represents in the eyes of CHROMADEX a new Invention or significant improvement to the state of the art that may result in a new patent, CHROMADEX may request GM, no later than ninety (90) days following the receipt of GM's notice, to file a patent application, copyright or other filing related to such Invention. All such filings shall be subject to the provisions of Article 7.1 of this Agreement. Upon receipt of such request, GM shall arrange for a delay in publication, to permit filing of a patent or other application . Should the parties reasonably determine that more than ninety (90) days is required in order to file any such patent information (including additional time required to perform additional research required for adequate patent disclosure), or, if CHROMADEX reasonably determines that such Confidential Information cannot be adequately protected through patenting and such Confidential Information has commercial value as a trade secret, then publication or disclosure shall be postponed until the parties can mutually agree upon a reasonable way to proceed.

8.3 Use of Name. Neither CHROMADEX nor GM shall directly or indirectly use the other party's name, or the name of any trustee, officer or employee thereof, without that party's prior written consent, or disclose the terms of this Agreement to third parties except that GM or CHROMADEX may disclose this Agreement to an Affiliate and may disclose an accurate description of the terms of this Agreement to the extent required under federal or state securities, tax, grant administration, or other disclosure laws. GM shall take steps to preserve the confidentiality of such information to the extent allowed by law.

ARTICLE 9
TERM AND TERMINATION

9.1 Term. This Agreement and the licenses granted herein shall commence on the Effective Date and shall continue, subject to earlier termination under Articles 9.2 or 9.3 hereof, until the expiration of the last to expire of the Patents.

Termination by GM. Upon the occurrence of any of the events set forth below ("Events of Default"), GM shall have the right to terminate this Agreement by giving written notice of termination, such termination effective with the giving of such notice:

(a) nonpayment of any amount payable to GM that is continuing sixty (60) calendar days after GM gives CHROMADEX written notice of such nonpayment;

(b) any breach by CHROMADEX of any covenant (other than a payment breach referred to in clause (a) above or a Commercialization Plan breach referred to in Article 9.3 below) or any representation or warranty contained in this Agreement that is continuing sixty (60) calendar days after GM gives CHROMADEX written notice of such breach;

(c) CHROMADEX fails to comply with the terms of the license granted under Article 2 hereof and such noncompliance is continuing sixty (60) calendar days after GM gives CHROMADEX notice of such noncompliance;

(d) CHROMADEX becomes subject to a Bankruptcy Event;

(e) the dissolution or cessation of operations by CHROMADEX;

(f) If after the first commercial sale of a Licensed Product and during the term of this Agreement, CHROMADEX fails to make reasonable efforts to commercialize at least one (1) Licensed Product or fails to keep at least one (1) Licensed Product on the market after the first commercial sale for a continuous period of one (1) year, where such noncompliance is continuing sixty(60) calendar days after GM gives CHROMADEX written notice of such noncompliance. The inclusion of at least one (1) Licensed Product in an available catalog of products containing Pterostilbene or in an available catalog of products directed for treatment of the conditions in the Patent shall be deemed a reasonable effort to commercialize under this section.

9.3 Commercialization Plan. CHROMADEX has provided GM with a Commercialization Plan acceptable to GM. Such Commercialization Plan is contained in Appendix B and is incorporated herein by reference. GM shall be entitled to terminate this Agreement if CHROMADEX fails to meet the pre-established development milestones contained in the Commercialization Plan. If the event that Sabinsa Patent Issues, CHROMADEX and GM will work in good faith to establish a new Commercialization plan.The milestones may be changed as agreed upon in advance in writing by both parties. GM shall give written notice of its decision to terminate this Agreement specifying a failure of the Commercialization Plan milestones. Unless CHROMADEX has remedied such failure or both parties have agreed, in writing, to a revised milestone schedule within sixty (60) days after receipt of such notice, this Agreement will be deemed to terminate as of the expiration of such sixty (60) day period.

9.4 Termination by CHROMADEX. CHROMADEX shall have the right to terminate this Agreement, at any time and with or without cause, upon one hundred and twenty (120) days' written notice to GM.

9.5 Rights and Duties Upon Termination. Within thirty (30) days after termination of this Agreement, each party shall return to the other party any Confidential Information of the other party. In the event of an early termination of this Agreement, CHROMADEX shall have the right to use or sell all the Licensed Product(s) on hand or in the process of manufacturing at the time of such early termination, provided that CHROMADEX shall be obligated to pay to GM a royalty on such sales as set forth in this Agreement if, at that time there remains in existence any of Licensor's Patent Rights covering the transfer of such Licensed Product(s) and a royalty or other payment is payable pursuant to the terms of this Agreement.

9.6 Provisions Surviving Termination. CHROMADEX's obligation to pay any royalties accrued but unpaid prior to termination of this Agreement shall survive such termination. In addition, all provisions required to interpret the rights and obligations of the parties arising prior to the termination date shall survive expiration or termination of this Agreement.

ARTICLE 10
OTHER TERMS AND CONDITIONS

10.1 Assignment. This Agreement and the rights and benefits conferred upon CHROMADEX hereunder may not be transferred or assigned by CHROMADEX to any party without the prior written consent of GM, such permission will not be unreasonably withheld, except for:

(a) an assignment in connection with a merger, sale or reorganization of CHROMADEX, or the sale or transfer of all or substantially all of CHROMADEX's assets which relate to the manufacture of a Licensed Product or use of the Patent Rights provided that CHROMADEX demonstrates to GM's reasonable satisfaction that the buyer or transferee is at least as financially stable as CHROMADEX and following the sale or transfer would be as capable of performing its obligations under this Agreement as CHROMADEX would be; or

(b) an assignment of a security interest in this Agreement as a part of a security interest in all or substantially all of the CHROMADEX's assets which relate to the Patent Rights or a Licensed Product. Any prohibited assignment of this Agreement on the rights hereunder shall be null and void. No assignment shall relieve CHROMADEX of responsibility for the performance of any accrued obligations which it has prior to such assignment. This Agreement shall inure to the benefit of permitted assigns of CHROMADEX.

For the avoidance of doubt, the parties agree that any assignment of this Agreement made in accordance with this Article 10.1 in which GM has given written consent shall relieve the assignor of all obligations under this Agreement, whether fixed, accrued, contingent or otherwise, whereupon the effect shall be the same as if this Agreement had been executed by the assignee in the first instant and the assignor had never been a party hereto.

10.2 Assignment. This Agreement and the rights and benefits conferred upon CHROMADEX hereunder may not be transferred or assigned in whole or any part by GM to any party without the prior written consent of CHROMADEX, such permission will not be unreasonably withheld.

10.3 No Waiver. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement.

10.4 Independent Contractor. Nothing herein shall be deemed to establish a relationship of principal and agent between GM and CHROMADEX, nor any of their agents or employees for any purpose whatsoever. This Agreement shall not be construed as constituting GM and CHROMADEX as partners, or as creating any other form of legal association or arrangement which could impose liability upon one party for the act or failure to act of the other party. No employees or staff of GM shall be entitled to any benefits applicable to employees of CHROMADEX. Neither party shall be bound by the acts or conduct of the other party.

10.5 Notices. Any notice under this Agreement shall be sufficiently given if sent in writing recognized commercial delivery service with proof of delivery." addressed as follows:

if to GM, to: Dr. Jose Mª Estrela
Parc Cientific Universidad de Valencia,
Polígono La Coma s/n,
46980 Paterna, Valencia, Spain _____

if to CHROMADEX, to:
ChromaDex Inc,
Chief Financial Officer
10005 Muirlands Bvld
Suite G
Irvine, CA 92618

or to such other addresses as may be designated from time to time by notice given in accordance with the terms of this Article 10.4.

10.6 Entire Agreement. This Agreement embodies the entire understanding between the parties relating to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. This Agreement may not be modified or varied except by a written document signed by duly authorized representatives of both parties.

10.7 Severability. In the event that any provision of this Agreement shall be held to be unenforceable, invalid or in contravention of applicable law, such provision shall be of no effect, the remaining portions of this Agreement shall continue in full force and effect, and the parties shall negotiate in good faith to replace such provision with a provision which effects to the extent possible the original intent of such provision.

10.8 Force Majure In the event that either party's performance of its obligations under this Agreement shall be prevented by any cause beyond its reasonable control, including without limitation acts of God, acts of government, shortage of material, accident, fire, delay or other disaster, provided that the effected party shall have used its reasonable best efforts to avoid or remove the cause of such nonperformance and to minimize the duration and negative affect of such nonperformance, then such effected party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence. The affected party shall continue performance under this Agreement using its best efforts as soon as such cause is removed.

10.9 Headings. Any headings and captions used in this Agreement are for convenience of reference only and shall not affect its construction or interpretation.

10.10 No Third Party Benefits. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties hereto or their permitted assigns, any benefits, rights or remedies.

10.11 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.. The parties hereto hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such court or that such proceeding is improper. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof.

10.12 Counterparts. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of each of the parties hereto. This Agreement may be executed in any numberr of counterparts, each of which shall be deemed an original as against the party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.

10.12 Resolution of Disputes. If the parties are unable to reach agreement by negotiating in good faith about any matter under this Agreement, the parties agree to resolve the dispute themselves, and if failing to do so, they agree to seek resolution of the dispute through the mediation in New York, New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement as of the date first above written.

Green Molecular S.L

/s/ Manuel Castellón Leal
Manuel Castellón Leal — Date: August 1, 2013
By Power of Attorney on behalf of Green Molecular

CHROMADEX, INC.

/s/ Frank L. Jaksch Jr.
Frank L. Jaksch Jr.
Chief Executive Officer — Date: August 1, 2013

APPENDIX A
PATENT RIGHTS

TITLE:

USE OF PTEROSTILBENE (PTER) AS MEDICAMENT FOR PREVENTION AND/OR TREATMENT OF SKIN DISEASES, DAMAGES OR INJURIES OR AS COSMETIC

COUNTRY	PATENT NUMBER	LEGAL STATUS
AUSTRALIA	2010311326	Pending
BRAZIL	BR 112012010070-0	Pending
CANADA	2,778,151	Pending
CHINE	201080048865.5	Pending
EUROPE	10775793.2	Granted: Mention of grant will be published on 24.07.2013; Validation in designated European countries to be decided
ISRAEL	219318	Pending
JAPAN	2012-535862	Pending
REPUBLIC OF KOREA	10-2012-7013257	Pending
MEXICO	MX/a/2012/005013	Pending
RUSSIA	2012122241	Pending
UNITED STATES	13/504,056	Pending

TITLE:

COMBINED USED OF PTEROSTILBENE AND QUERCETIN FOR THE PRODUCTION OF CANCER TREATMENT MEDICAMENT

COUNTRY	PATENT NUMBER	LEGAL STATUS
AUSTRIA	05774387.4 (E 425747)	Granted
BELGIUM	05774387.4	Granted
SWITZERLAND	05774387.4	Granted
GERMANY	05774387.4 (60 2005 013 390.9-08)	Granted
DENMARK	05774387.4	Granted
FRANCE	05774387.4	Granted
UNITED KINGDOM	05774387.4	Granted
REPUBLIC OF KOREA	05774387.4	Granted
IRELAND	05774387.4	Granted
ITALY	05774387.4	Granted
NETHERLANDS	05774387.4	Granted
PORTUGAL	05774387.4	Granted
SWEDEN	05774387.4	Granted
SPAIN	05774387.4	Granted
TURKEY	05774387.4 (TR 2009 04262)	Granted
UNITED STATES	11/631,912	Granted

Appendix B

Skincare Development Plan

Steps to Developing Skin Care Platform		Details	Start	Finish
[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]
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