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 July 4, 2015

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 [X]
Non-accelerated filer [ ]	Smaller reporting company [ ]
(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: 107,444,481 outstanding as of August 12, 2015.

CHROMADEX CORPORATION

2015 QUARTERLY REPORTON FORM 10-Q

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PART I – FINANCIAL INFORMATION (UNAUDITED)

ITEM 1. FINANCIAL STATEMENTS

ChromaDex Corporation and Subsidiaries

Condensed Consolidated Balance Sheets
July 4, 2015 and January 3, 2015

Assets	July 4, 2015 (Unaudited)	January 3, 2015
Current Assets		
Cash	$ **5,699,248**	$ 3,964,750
Trade receivables, less allowance for doubtful accounts and returns July 4, 2015 $41,000; January 3, 2015 $38,000	**3,099,235**	1,906,709
Inventories	**3,089,033**	3,734,341
Prepaid expenses and other assets	**427,248**	292,891
Total current assets	**12,314,764**	9,898,691
Leasehold Improvements and Equipment, net	**1,552,250**	1,264,660
Deposits	**57,560**	57,435
Intangible assets, net	**298,020**	296,061
Total assets	$ **14,222,594**	$ 11,516,847
Liabilities and Stockholders' Equity		
Current Liabilities		
Accounts payable	$ **3,094,543**	$ 3,451,608
Accrued expenses	**1,281,598**	853,685
Current maturities of loan payable	**148,591**	223,358
Current maturities of capital lease obligations	**211,932**	148,278
Customer deposits and other	**229,184**	234,435
Deferred rent, current	**66,299**	69,456
Total current liabilities	**5,032,147**	4,980,820
Loan payable, less current maturities, net	**4,629,023**	1,977,113
Capital lease obligations, less current maturities	**556,029**	423,015
Deferred rent, less current	**108,933**	137,508
Total liabilities	**10,326,132**	7,518,456
Commitments and contingencies		
Stockholders' Equity		
Common stock, $.001 par value; authorized 150,000,000 shares; issued and outstanding July 4, 2015 106,290,803 and January 3, 2015 105,271,058 shares	**106,291**	105,271
Additional paid-in capital	**44,655,200**	43,417,442
Accumulated deficit	**(40,865,029)**	(39,524,322)
Total stockholders' equity	**3,896,462**	3,998,391
Total liabilities and stockholders' equity	$ **14,222,594**	$ 11,516,847

See Notes to Condensed Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries

Condensed Consolidated Statements of Operations (Unaudited)
For the Three Month Periods Ended July 4, 2015 and June 28, 2014

	July 4, 2015	June 28, 2014
Sales, net	$ **6,101,380**	$ 3,856,154
Cost of sales	**3,630,688**	2,457,388
Gross profit	**2,470,692**	1,398,766
Operating expenses:		
Sales and marketing	**639,748**	571,548
General and administrative	**2,015,004**	2,468,646
Operating expenses	**2,654,752**	3,040,194
Operating loss	**(184,060)**	(1,641,428)
Nonoperating income (expense):		
Interest income	**645**	305
Interest expense	**(131,777)**	(12,019)
Nonoperating expenses	**(131,132)**	(11,714)
Net loss	$ **(315,192)**	$ (1,653,142)
Basic and Diluted loss per common share	$ **(0.00)**	$ (0.02)
Basic and Diluted weighted average common shares outstanding	**107,409,894**	106,185,584

See Notes to Condensed Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries

Condensed Consolidated Statements of Operations (Unaudited)
For the Six Month Periods Ended July 4, 2015 and June 28, 2014

	July 4, 2015	June 28, 2014
Sales, net	$ **11,362,351**	$ 6,930,292
Cost of sales	**6,964,035**	4,546,518
Gross profit	**4,398,316**	2,383,774
Operating expenses:		
Sales and marketing	**1,225,525**	1,036,115
General and administrative	**4,262,935**	4,806,309
Loss from investment in affiliate	**-**	21,543
Operating expenses	**5,488,460**	5,863,967
Operating loss	**(1,090,144)**	(3,480,193)
Nonoperating income (expense):		
Interest income	**1,363**	945
Interest expense	**(251,926)**	(21,910)
Nonoperating expenses	**(250,563)**	(20,965)
Net loss	$ **(1,340,707)**	$ (3,501,158)
Basic and Diluted loss per common share	$ **(0.01)**	$ (0.03)
Basic and Diluted weighted average common shares outstanding	**107,304,245**	106,130,972

See Notes to Condensed Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries
Condensed Consolidated Statement of Stockholders' Equity (Unaudited)
For the Six Month Period Ended July 4, 2015

	Common Stock		Additional	Accumulated	Total Stockholders'
	Shares	Amount	Paid-in Capital	Deficit	Equity
Balance, January 3, 2015	105,271,058	$ 105,271	$ 43,417,442	$ (39,524,322)	$ 3,998,391
Share-based compensation	210,000	210	715,699	-	715,909
Vested restricted stock	506,000	506	(506)	-	-
Net loss	-	-	-	(1,025,515)	(1,025,515)
Balance, April 4, 2015	105,987,058	105,987	44,132,635	(40,549,837)	3,688,785
Exercise of stock options	22,745	23	15,578	-	15,601
Share-based compensation	125,000	125	507,143	-	507,268
Vested restricted stock	156,000	156	(156)	-	-
Net loss	-	-	-	(315,192)	(315,192)
Balance, July 4, 2015	**106,290,803**	**$ 106,291**	**$ 44,655,200**	**$ (40,865,029)**	**$ 3,896,462**

See Notes to Condensed Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries

Condensed Consolidated Statements of Cash Flows (Unaudited)
For the Six Month Periods Ended July 4, 2015 and June 28, 2014

	July 4, 2015	June 28, 2014
Cash Flows From Operating Activities		
Net loss	$ **(1,340,707)**	$ (3,501,158)
Adjustments to reconcile net loss to net cash		
used in operating activities:		
Depreciation of leasehold improvements and equipment	**137,279**	106,832
Amortization of intangibles	**20,541**	15,713
Share-based compensation expense	**1,223,177**	2,036,269
Allowance for doubtful trade receivables	**3,365**	16,167
Gain on exchange of equipment	**-**	(17,301)
Loss from disposal of equipment	**18,226**	-
Loss from investment in affiliate	**-**	21,543
Non-cash financing costs	**92,143**	-
Changes in operating assets and liabilities:		
Trade receivables	**(1,195,891)**	(1,298,535)
Other receivable	**-**	215,000
Inventories	**645,308**	(668,903)
Prepaid expenses and other assets	**(134,482)**	(96,032)
Accounts payable	**(357,065)**	1,445,848
Accrued expenses	**427,913**	81,701
Customer deposits and other	**(5,251)**	(282,774)
Deferred rent	**(31,732)**	(22,524)
Net cash used in operating activities	**(497,176)**	(1,948,154)
Cash Flows From Investing Activities		
Purchases of leasehold improvements and equipment	**(139,162)**	(23,370)
Purchases of intangible assets	**(22,500)**	(70,000)
Proceeds from sale of equipment	-	1,356
Proceeds from investment in affiliate	-	1,092,500
Net cash provided by (used in) investing activities	**(161,662)**	1,000,486
Cash Flows From Financing Activities		
Proceeds from exercise of stock options	**15,601**	45,095
Proceeds from loan payable	**2,500,000**	-
Payment of debt issuance cost	**(15,000)**	-
Principal payments on capital leases	**(107,265)**	(78,136)
Net cash provided by (used in) financing activities	**2,393,336**	(33,041)
Net increase (decrease) in cash	**1,734,498**	(980,709)
Cash Beginning of Period	**3,964,750**	2,261,336
Cash Ending of Period	$ **5,699,248**	$ 1,280,627
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	$ **159,783**	$ 21,910
Supplemental Schedule of Noncash Investing Activity		
Capital lease obligation incurred for purchases of equipment	$ **303,933**	$ 222,629
Retirement of fully depreciated equipment	$ **-**	$ 56,110
Supplemental Schedule of Noncash Operating Activity		
Stock issued to settle outstanding payable balance	$ **-**	$ 128,494
Supplemental Schedule of Noncash Share-based Compensation		
Changes in prepaid expenses associated with share-based compensation	$ **-**	$ 55,631

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 July 4, 2015 and results of operations and cash flows for the three and six months ended July 4, 2015 and June 28, 2014. 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 January 3, 2015 appearing in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "Commission") on March 19, 2015. Operating results for the six months ended July 4, 2015 are not necessarily indicative of the results to be achieved for the full year ending on January 2, 2016. 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 January 3, 2015 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. Nature of Business and Liquidity

Nature of business: The Company is a natural products company that leverages its complementary business units to discover, acquire, develop and commercialize patented and proprietary ingredient technologies that address the dietary supplement, food, beverage, skin care and pharmaceutical markets. In addition to the Company's ingredient technologies unit, the Company also has business units focused on natural product fine chemicals (known as "phytochemicals"), chemistry and analytical testing services, and product regulatory and safety consulting (known as Spherix Consulting). As a result of the Company's relationships with leading universities and research institutions, the Company is able to discover and license early stage, Intellectual Property-backed ingredient technologies. The Company then utilizes the Company's in-house chemistry, regulatory and safety consulting business units to develop commercially viable ingredients. The Company's ingredient portfolio is backed with clinical and scientific research, as well as extensive Intellectual Property protection.

Liquidity: The Company has incurred a loss from operations of approximately $1,090,000 and a net loss of approximately $1,341,000 for the six-month period ended July 4, 2015. As of July 4, 2015, the cash and cash equivalents totaled approximately $5,699,000.

While we anticipate that our current cash and cash equivalents on hand and cash generated from operations will be sufficient meet our projected operating plans through at least December 31, 2016, we may require additional funds, either through additional equity or debt financings or collaborative agreements or from other sources. We have no commitments to obtain such additional financing, and we may not be able to obtain any such additional financing on terms favorable to us, 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 3. Significant Accounting Policies

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. 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 ended on January 3, 2015 consisted of 53 weeks. The fiscal year 2015 ending on January 2, 2016 will include the normal 52 weeks.

Changes in accounting principle: In April 2015, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2015-03, Interest – Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs. The amendments in this ASU require that debt issuance costs related to a debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. The recognition and measurement guidance for debt issuance costs have not changed.

The Company early adopted the amendments in this ASU effective as of April 4, 2015. As of July 4, 2015 and January 3, 2015, the Company had unamortized debt issuance costs of $85,161 and $91,361, respectively. The Company had previously presented the debt issuance costs as other noncurrent assets in its consolidated balance sheet as of January 3, 2015 in the Company's Annual Report on Form 10-K filed with the Commission on March 19, 2015. The early adoption has resulted in adjustments to the Company's consolidated balance sheet as of January 3, 2015, by reclassifying the debt issuance costs as a direct deduction from the carrying amount of the debt liability. Below are the effects of the change on the consolidated balance sheet as of January 3, 2015.

ChromaDex Corporation and Subsidiaries

Condensed Consolidated Balance Sheet
January 3, 2015

	Previously Reported	Adjustments	As Adjusted
Assets			
Current Assets	$ 9,898,691	$ -	$ 9,898,691
Leasehold Improvements and Equipment, net	1,264,660	-	1,264,660
Other Noncurrent Assets	444,857	(91,361)	353,496
Total assets	$ 11,608,208	$ (91,361)	$ 11,516,847
Liabilities and Stockholders' Equity			
Current Liabilities	$ 4,980,820	$ -	$ 4,980,820
Loan payable, less current maturities, net	2,068,474	(91,361)	1,977,113
Capital lease obligations, less current maturities	423,015	-	423,015
Deferred rent, less current	137,508	-	137,508
Total liabilities	7,609,817	(91,361)	7,518,456
Total stockholders' equity	3,998,391	-	3,998,391
Total liabilities and stockholders' equity	$ 11,608,208	$ (91,361)	$ 11,516,847

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. Labor and overhead has been added to inventory that was manufactured or characterized by the Company. The amounts of major classes of inventory as of July 4, 2015 and January 3, 2015 are as follows:

	July 4, 2015	January 3, 2015
Natural product fine chemicals	$ **1,695,315**	$ 1,760,305
Bulk ingredients	**1,957,718**	2,298,036
	3,653,033	4,058,341
Less valuation allowance	**564,000**	324,000
	$ **3,089,033**	$ 3,734,341

Note 4. Loss Per Share Applicable to Common Stockholders

The following table sets forth the computations of loss per share amounts applicable to common stockholders for the three and six months ended July 4, 2015 and June 28, 2014:

	Three Months Ended		Six Months Ended	
	July 4, 2015	**June 28, 2014**	**July 4, 2015**	**June 28, 2014**
Net loss	**$ (315,192)**	$ (1,653,142)	**$ (1,340,707)**	$ (3,501,158)
Basic and diluted loss per common share	**$ (0.00)**	$ (0.02)	**$ (0.01)**	$ (0.03)
Weighted average common shares outstanding (1):	**107,409,894**	106,185,584	**107,304,245**	106,130,972
Potentially dilutive securities (2):				
Stock options	**14,120,114**	14,686,002	**14,120,114**	14,686,002
Warrants	**469,020**	-	**469,020**	-
Convertible Debt	**773,395**	-	**773,395**	-

(1) Includes 1,230,484 and 1,600,879 weighted average nonvested shares of restricted stock for the three months ended July 4, 2015 and June 28, 2014, respectively, and 1,392,285 and 1,571,483 weighted average nonvested shares of restricted stock for the six months ended July 4, 2015 and June 28, 2014, respectively, which are participating securities
(2) Excluded from the computation of loss per share as their impact is antidilutive.

Note 5. Leasehold Improvements and Equipment

Leasehold improvements and equipment consisted of the following:

	July 4, 2015	January 3, 2015
Laboratory equipment	$ 3,530,714	$ 3,151,748
Leasehold improvements	503,343	495,240
Computer equipment	347,786	329,737
Furniture and fixtures	13,039	13,039
Office equipment	21,547	7,877
Construction in progress	18,948	68,141
	4,435,377	4,065,782
Less accumulated depreciation	2,883,127	2,801,122
	$ 1,552,250	$ 1,264,660

Depreciation expense on leasehold improvements and equipment included in the consolidated statement of operations for the six months ended July 4, 2015 and June 28, 2014 was approximately $137,000 and $107,000, respectively.

Note 6. Loan Payable

On June 17, 2015, the Company and Hercules Technology II, L.P entered into Amendment No. 1 (the "Amendment") to the Loan and Security Agreement entered into by the parties on September 29, 2014 (the "Agreement"). The terms of the Agreement provided the Company with access to a term loan of up to $5 million. The first $2.5 million of the term loan was funded at closing. The remaining $2.5 million of the term loan was to be drawn down in part or in full at our option at any time but no later than July 31, 2015. The first advance and second advance, if any, were to be repaid in equal monthly installments through the loan's maturity on April 1, 2018, following an initial interest-only period that was to conclude on October 31, 2015.

Pursuant to the Amendment, the parties agreed that the interest only period shall be extended to March 31, 2016, provided however that if the Company's consolidated revenue is equal to or greater than $11.5 million for the six months ending December 31, 2015, then the interest-only period shall be extended to June 30, 2016. The maturity date remains unchanged at April 1, 2018 and any remaining principal balance of the loan and all unpaid interest shall be due on the maturity date. The Amendment became effective on June 18, 2015 upon the funding of the full amount of the $2.5 million second advance and payment of a nonrenewable facility fee of $15,000 to the Agent.

The second advance of $2.5 million is treated as if the Company entered into a separate loan. The facility fee of $15,000 is treated as debt issuance costs and are being amortized as interest expense using the effective interest method over the term of the loan. There is also additional $93,750 end of term charge the Company will pay, which is 3.75% of the $2.5 million drawn. The end of term charge is being accrued as additional interest expense using the effective interest rate method over the term of the loan.

The Company determined that the amended terms of the first advance of $2.5 million on September 29, 2014 were not substantially different from the original terms. The Company therefore did not apply debt extinguishment treatment, but rather accounted for prospectively as yield adjustments, based on the revised terms.

Loan payable as of July 4, 2015 consists of the following:

Principal amount payable for following years ending December	
2015	$ -
2016	905,393
2017	1,945,650
2018	2,148,957
Total principal payments	5,000,000
Accrued end of term charge	31,410
Total loan payable	5,031,410
Less unamortized debt issuance costs and debt discount	253,796
Less current portion	148,591
Loan payable – long term	$ 4,629,023

The total interest expenses related to the term loan, including cash interest payments, the amortizations of debt issuance costs and debt discount, and the accrual of the end of term charge were approximately $115,000 and $221,000 for the three and six months ended July 4, 2015. For the three and six months ended June 28, 2014, the Company did not have any interest expense related to loan payable as the Company did not have any outstanding balance.

Note 7. Share-Based Compensation

7A. Employee Share-Based Compensation

Stock Option Plans

Service Period Based Stock Options

The majority of options granted by the Company feature service conditions. Accordingly, these options vest ratably over specified periods of approximately 3 to 5 years following the date of grant.

The following table summarizes our stock option activity during the six months ended July 4, 2015:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at January 3, 2015	12,723,601	$ 1.13	7.00	
Options Granted	225,000	1.28	10.00	
Options Classification from Employee to Non-Employee	(1,202,762)	0.91		
Options Exercised	(22,745)	0.69		
Options Forfeited	(56,193)	1.18		
Outstanding at July 4, 2015	11,666,901	$ 1.16	6.46	$ 2,231,000
Exercisable at July 4, 2015	9,508,077	$ 1.16	6.01	$ 1,862,000

The aggregate intrinsic values in the table above are based on the Company's closing stock price of $1.22 on the last day of business for the period ended July 4, 2015.

Certain employees who were previously classified as employees under the share-based compensation plan have been reclassified to non-employees during the six months ended July 4, 2015 as they became consultants. There was no impact on accounting as the options were fully vested.

The fair value of the Company's stock options was estimated at the date of grant using the Black-Scholes option pricing model. The table below outlines the weighted average assumptions for options granted to employees during the six months ended July 4, 2015.

Six Months Ended July 4, 2015	
Expected volatility	75%
Expected dividends	0.00%
Expected term	6.0 years
Risk-free rate	1.72%

The weighted average grant date fair value of options granted during the six months ended July 4, 2015 was $0.85.

As of July 4, 2015, there was approximately $1,173,000 of total unrecognized compensation expense expected to be recognized over a weighted average period of 2.45 years.

Stock Award

On April 16, 2015, the Company awarded 125,000 shares of the Company's common stock that were fully vested and non-forfeitable to Mark Germain, who resigned from the Board. These shares were granted as compensation for his services as a director of the Company through April 16, 2015. The fair value of the award, which amounted to approximately $154,000 was based on the trading price of the Company's stock on the date of grant. The expense related to this stock award was immediately recognized.

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 July 4, 2015 and changes during the six months then ended:

	Shares	Weighted Average Award-Date Fair Value
Unvested shares at January 3, 2015	1,590,000	$ 1.18
Granted	-	-
Vested	(510,000)	1.41
Forfeited	-	-
Unvested shares at July 4, 2015	1,080,000	$ 1.08
Expected to Vest as of July 4, 2015	1,080,000	$ 1.08

On February 25, 2015, former members of the Company's Board of Directors (the "Board"), Michael Brauser and Barry Honig, resigned from the Board. The Board made a resolution that 250,000 shares of unvested restricted stock held by Mr. Brauser and 250,000 shares of unvested restricted stock held by Mr. Honig are immediately vested on the date of resignation. The expense for these vested restricted stock was recognized during the fiscal year ended January 3, 2015.

On April 16, 2015, a former member of the Board, Mark Germain, resigned from the Board. The Board made a resolution that 10,000 shares of unvested restricted stock held by Mr. Germain are immediately vested on the date of resignation. The expense for these vested restricted stock was recognized during the fiscal year ended January 3, 2015.

Employee Option, Stock and Restricted Stock Compensation

The Company recognized compensation expense of approximately $442,000 and $820,000 in general and administrative expenses in the statement of operations for the three and six months ended July 4, 2015, respectively, and approximately $1,021,000 and $1,970,000 for the three and six months ended June 28, 2014, respectively.

7B. Non-Employee Share-Based Compensation

Stock Option Plans

The following table summarizes activity of stock options granted to non-employees at July 4, 2015 and changes during the six months then ended:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at January 3, 2015	1,050,451	$ 1.35	5.46	
Options Granted	-	-		
Options Classification from Employee to Non-Employee	1,202,762	0.91		
Options Exercised	-	-		
Options Forfeited	-	-		
Outstanding at July 4, 2015	2,253,213	$ 1.12	6.28	$ 473,000
Exercisable at July 4, 2015	2,196,963	$ 1.11	6.21	$ 473,000

The aggregate intrinsic values in the table above are based on the Company's closing stock price of $1.22 on the last day of business for the period ended July 4, 2015.

As of July 4, 2015, there was approximately $38,000 of total unrecognized compensation expense expected to be recognized over a weighted average period of 1.19 years.

Stock and Restricted Stock Awards

Restricted stock awards granted by the Company to non-employees generally feature time vesting service conditions, specified in the respective service agreements. Restricted stock awards issued to non-employees are accounted for at current fair value through the vesting period. On January 27, 2015, the Company awarded 350,000 shares of the Company's common stock to non-employees. 210,000 of these shares were treated as stock awards as the shares vested immediately on the date of award, and the remaining 140,000 shares, which were initially treated as unvested restricted stock, vested on May 28, 2015. The fair values of the awards, which totaled approximately $350,000, were measured based on the trading prices of the Company's stock on the date of award and the date vested. The expense related to these stock awards were fully recognized during the six-month period ended July 4, 2015.

In addition, 12,000 shares of restricted stock that were granted to a certain non-employee during the fiscal year ended January 3, 2015 became vested during the six-month period ended July 4, 2015. The fair value of these vested restricted shares was approximately $15,000, which represents the market value of the Company's common stock on respective vesting dates charged to expense.

The following table summarizes activity of restricted stock awards issued to non-employees at July 4, 2015 and changes during the six months then ended:

	Shares	Weighted Average Fair Value
Unvested shares at January 3, 2015	76,000	$ 0.90
Granted	140,000	0.86
Vested	(152,000)	1.21
Forfeited	-	-
Unvested shares expected to vest at July 4, 2015	64,000	$ 1.22

As of July 4, 2015, there was approximately $78,000 of total unrecognized compensation expense related to the restricted stock award to a non-employee. That cost is expected to be recognized over a period of 2.7 years as of July 4, 2015.

Non-Employee Option, Stock and Restricted Stock Compensation

The Company recognized share-based compensation expense of approximately $65,000 and $403,000 in general and administrative expenses in the statement of operations for the three and six months ended July 4, 2015 and approximately $16,000 and $66,000 for the three and six months ended June 28, 2014, respectively.

Note 8. Business Segments

The Company has following three reportable segments.

- Ingredients segment develops and commercializes proprietary-based ingredient technologies and supplies these ingredients to the manufacturers of consumer products in various industries including the nutritional supplement, food and beverage and animal health industries.
- Core standards, and contract services segment includes supply of phytochemical reference standards, which are small quantities of plant-based compounds typically used to research an array of potential attributes, reference materials, and related contract services.
- 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.

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
July 4, 2015

	Ingredients segment	Core Standards and Contract Services segment	Scientific and Regulatory Consulting segment	Other	Total
Net sales	$ 3,411,636	$ 2,371,477	$ 318,267	$ -	$ 6,101,380
Cost of sales	1,869,205	1,635,294	126,189	-	3,630,688
Gross profit	1,542,431	736,183	192,078	-	2,470,692
Operating expenses:					
Sales and marketing	298,281	336,392	5,075	-	639,748
General and administrative	-	-	-	2,015,004	2,015,004
Operating expenses	298,281	336,392	5,075	2,015,004	2,654,752
Operating income (loss)	$ 1,244,150	$ 399,791	$ 187,003	$ (2,015,004)	$ (184,060)

Three months ended
June 28, 2014

	Ingredients segment	Core Standards and Contract Services segment	Scientific and Regulatory Consulting segment	Other	Total
Net sales	$ 1,721,872	$ 1,856,950	$ 277,332	$ -	$ 3,856,154
Cost of sales	1,043,538	1,295,530	118,320	-	2,457,388
Gross profit	678,334	561,420	159,012	-	1,398,766
Operating expenses:					
Sales and marketing	310,386	221,797	39,365	-	571,548
General and administrative	-	-	-	2,468,646	2,468,646
Operating expenses	310,386	221,797	39,365	2,468,646	3,040,194
Operating income (loss)	$ 367,948	$ 339,623	$ 119,647	$ (2,468,646)	$ (1,641,428)

Six months ended
July 4, 2015

	Ingredients segment	Core Standards and Contract Services segment	Scientific and Regulatory Consulting segment	Other	Total
Net sales	$ 6,091,977	$ 4,671,520	$ 598,854	$ -	$ 11,362,351
Cost of sales	3,472,381	3,209,078	282,576	-	6,964,035
Gross profit	2,619,596	1,462,442	316,278	-	4,398,316
Operating expenses:					
Sales and marketing	572,905	647,336	5,284	-	1,225,525
General and administrative	-	-	-	4,262,935	4,262,935
Operating expenses	572,905	647,336	5,284	4,262,935	5,488,460
Operating income (loss)	$ 2,046,691	$ 815,106	$ 310,994	$ (4,262,935)	$ (1,090,144)

Six months ended
June 28, 2014

	Ingredients segment	Core Standards and Contract Services segment	Scientific and Regulatory Consulting segment	Other	Total
Net sales	$ 2,858,181	$ 3,592,833	$ 479,278	$ -	$ 6,930,292
Cost of sales	1,761,715	2,489,165	295,638	-	4,546,518
Gross profit	1,096,466	1,103,668	183,640	-	2,383,774
Operating expenses:					
Sales and marketing	550,346	434,572	51,197	-	1,036,115
General and administrative	-	-	-	4,806,309	4,806,309
Loss from investment in affiliate	-	-	-	21,543	21,543
Operating expenses	550,346	434,572	51,197	4,827,852	5,863,967
Operating income (loss)	$ 546,120	$ 669,096	$ 132,443	$ (4,827,852)	$ (3,480,193)

At July 4, 2015	Ingredients segment	Core Standards and Contract Services segment	Scientific and Regulatory Consulting segment	Other	Total
Total assets	$ 4,275,827	$ 3,406,936	$ 185,357	$ 6,354,474	$ 14,222,594

At January 3, 2015	Ingredients segment	Core Standards and Contract Services segment	Scientific and Regulatory Consulting segment	Other	Total
Total assets	$ 3,757,073	$ 3,220,518	$ 105,711	$ 4,433,545	$ 11,516,847

Note 9. Commitments and Contingencies

Capitalized Lease Obligations

On January 31, 2015, the Company entered into a financing transaction to purchase laboratory equipment. Under the lease terms, the Company will make monthly lease payments, including interest, of approximately $7,000 for 48 months, for a total payment of approximately $356,000. The Company has recorded a capital lease of approximately $304,000. The equipment will be utilized in our core standards and contract services segment.

Subsequent to July 4, 2015, the Company entered into a financing transaction to purchase laboratory equipment. Under the lease terms, the Company will make monthly lease payments, including interest, of approximately $5,000 for 60 months, for a total payment of approximately $276,000. The Company will record a capital lease of approximately $243,000. The equipment will be utilized in our core standards and contract services segment.

Note 10. Subsequent Events

On July 6, 2015, the Board of Directors (the "Board") granted approximately 917,000 and 675,000 stock options to the Company's employees and members of the Board, respectively, with an exercise price of $1.22 per share.

On July 9, 2015, the Board appointed Robert Fried to serve as a member of the Board. Also on July 9, 2015, Glenn Halpryn resigned from the Board. On July 30, 2015, the Board awarded 200,000 stock options to Robert Fried with an exercise price of $1.10 per share.

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 2015 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 January 3, 2015 and filed with the Commission on March 19, 2015 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. Overview

The Company is a natural products company that leverages its complementary business units to discover, acquire, develop and commercialize patented and proprietary ingredient technologies that address the dietary supplement, food, beverage, skin care and pharmaceutical markets. In addition to the Company's ingredient technologies unit, the Company also has business units focused on natural product fine chemicals, chemistry and analytical testing services, and product regulatory and safety consulting. As a result of the Company's relationships with leading universities and research institutions, the Company is able to discover and license early stage, Intellectual Property-backed ingredient technologies. The Company then utilizes the Company's in-house chemistry, regulatory and safety consulting business units to develop commercially viable ingredients. The Company's ingredient portfolio is backed with clinical and scientific research, as well as extensive Intellectual Property protection.

The discussion and analysis of our financial condition and results of operations is based on our financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles. 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 Company has approximately $5,699,000 cash and cash equivalents on hand as of July 4, 2015. We anticipate that our current cash and cash equivalents on hand, and cash generated from operations will be sufficient to meet our projected operating plans through at least December 31, 2016. We may, however, seek additional capital prior to December 31, 2016, both to meet our projected operating plans after December 31, 2016 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. Further, 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 those of our existing stockholders. 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 we may be unable to fulfill our customers' requirements. This may cause a loss of future revenue streams as well as require us to look for third party vendors to provide these services. These vendors may not be available, or charge fees that prevent us from pricing competitively within our markets.

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

Our net sales and net loss for the three- and six-month periods ending on July 4, 2015 and June 28, 2014 were as follows:

	Three months ending		Six months ending	
	July 4, 2015	June 28, 2014	**July 4, 2015**	June 28, 2014
Net sales	$ **6,101,000**	$ 3,856,000	$ **11,362,000**	$ 6,930,000
Net loss	**(315,000)**	(1,653,000)	**(1,341,000)**	(3,501,000)
Basic and Diluted loss per common share	$ **(0.00)**	$ (0.02)	$ **(0.01)**	$ (0.03)

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.

Net Sales

Net sales consist of gross sales less discounts and returns.

	Three months ending			Six months ending		
	July 4, 2015	June 28, 2014	Change	**July 4, 2015**	June 28, 2014	Change
Net sales:						
Ingredients	$ **3,412,000**	$ 1,722,000	98%	$ **6,092,000**	$ 2,858,000	113%
Core standards and contract services	**2,371,000**	1,857,000	28%	**4,671,000**	3,593,000	30%
Scientific and regulatory consulting	**318,000**	277,000	15%	**599,000**	479,000	25%
Total net sales	$ **6,101,000**	$ 3,856,000	58%	$ **11,362,000**	$ 6,930,000	64%

- The increases in sales for the ingredients segment are due to increased sales throughout most of the ingredients we sell, including "NIAGEN®," "PURENERGY®," and "PTEROPURE®."

- The increases in sales for the core standards and contract services segment are primarily due to increased sales of analytical testing and contract services.

- The increases in sales for the scientific and regulatory consulting segment are mainly due to completion of more consulting projects during the three- and six-month periods ended July 4, 2015. In the comparable periods in 2014, we did not complete as many projects due to client related delays.

Cost of Sales

Cost of sales include raw materials, labor, overhead, and delivery costs.

	Three months ending				Six months ending			
	July 4, 2015		June 28, 2014		**July 4, 2015**		June 28, 2014	
	Amount	% of net sales	Amount	% of net sales	**Amount**	% of net sales	Amount	% of net sales
Cost of sales:								
Ingredients	$ **1,869,000**	55%	$ 1,044,000	61%	$ **3,472,000**	57%	$ 1,762,000	62%
Core standards and contract services	**1,636,000**	69%	1,295,000	70%	**3,209,000**	69%	2,489,000	69%
Scientific and regulatory consulting	**126,000**	40%	118,000	43%	**283,000**	47%	296,000	62%
Total cost of sales	$ **3,631,000**	60%	$ 2,457,000	64%	$ **6,964,000**	61%	$ 4,547,000	66%

The cost of sales, as a percentage of net sales, decreased 4% and 5% for the three- and six-month periods ended July 4, 2015, respectively, compared to the comparable periods in 2014.

- The decreases in cost of sales, as a percentage of net sales, for the ingredients segment are largely due to the increased purchase volume, which enabled us to obtain lower prices from our suppliers as a result.

- The cost of sales as a percentage of net sales for the core standards and contract services segment slightly decreased to 69% from 70% for the three-month period ended July 4, 2015 and was identical at 69% for the six-month period ended July 4, 2015 compared to the comparable periods in 2014. The increase in analytical testing and contract services sales led to a higher labor utilization rate, which resulted in lowing our cost of sales as a percentage of net sales. However, this was offset by increased costs in fine chemical reference standards as additional reserves were placed for the portion of the inventory that are considered slow-moving and obsolete.

- The percentage decreases in cost of sales for the scientific and regulatory consulting segment are largely due to increased sales as fixed labor costs make up the majority of costs for the consulting segment.

Gross Profit

Gross profit 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.

	Three months ending			Six months ending		
	July 4, 2015	June 28, 2014	Change	**July 4, 2015**	June 28, 2014	Change
Gross profit:						
Ingredients	$ **1,543,000**	$ 678,000	128%	$ **2,620,000**	$ 1,096,000	139%
Core standards and contract services	**736,000**	562,000	31%	**1,462,000**	1,104,000	32%
Scientific and regulatory consulting	**192,000**	159,000	21%	**316,000**	184,000	72%
Total gross profit	$ **2,471,000**	$ 1,399,000	77%	$ **4,398,000**	$ 2,384,000	84%

- The increased gross profits for the ingredients segment are due to the increased sales throughout the ingredient portfolio we offer, as well as obtaining lower prices from our suppliers as a result of increased purchase volumes.

- The increased gross profits for the core standards and contract services segment are largely due to the increased sale of 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, hence yielding a more profit.

- The increased gross profits for the scientific and regulatory consulting segment are due to the increase in sales which resulted in a higher labor utilization rate.

Operating Expenses-Sales and Marketing

Sales and Marketing Expenses consist of salaries, advertising and marketing expenses.

	Three months ending			Six months ending		
	July 4, 2015	June 28, 2014	Change	**July 4, 2015**	June 28, 2014	Change
Sales and marketing expenses:						
Ingredients	$ **298,000**	$ 311,000	-4%	$ **573,000**	$ 550,000	4%
Core standards and contract services	**337,000**	222,000	52%	**648,000**	435,000	49%
Scientific and regulatory consulting	**5,000**	39,000	-87%	**5,000**	51,000	-90%
Total sales and marketing expenses	$ **640,000**	$ 572,000	12%	$ **1,226,000**	$ 1,036,000	18%

- For the ingredients segment, we were able to maintain sales and marketing expenses at the same level of the comparable periods in 2014 despite the increases in sales. We do anticipate increased expenses going forward as we increase marketing efforts for our proprietary ingredients.

- For the core standards and contract services segment, the increases are largely due to hiring additional sales and marketing staff and making certain operational changes.

- For the scientific and regulatory consulting segment, we had very little sales and marketing expenses compared to comparable periods in 2014.

Operating Expenses-General and Administrative

General and Administrative Expenses consist of research and development, general company administration, IT, accounting and executive management.

	Three months ending			Six months ending		
	July 4, 2015	June 28, 2014	Change	**July 4, 2015**	June 28, 2014	Change
General and administrative	$ **2,015,000**	$ 2,469,000	-18%	$ **4,263,000**	$ 4,806,000	-11%

One of the factors that contributed to the decreases in general and administrative expense was a decrease in share-based compensation. For the three- and six-month periods ended July 4, 2015, our share-based compensation decreased to approximately $507,000 and $1,223,000, respectively, compared to approximately $1,037,000 and $2,036,000 for the comparable periods in 2014.

In 2014, we had higher share-based compensation expenses as we awarded an aggregate of 1,090,000 shares of restricted stock to the Company's officers and members of the board of directors. The fair values of these restricted stock awards were approximately $1,537,000 in aggregate, which were expensed over a period of six months from January 2, 2014 to July 1, 2014.

Non-operating income- Interest Income

Interest income consists of interest earned on money market accounts. Interest income for the six-month period ended July 4, 2015 was approximately $1,000, similar to approximately $1,000 for the six-month period ended June 28, 2014.

Non-operating Expenses- Interest Expense

Interest expense consists of interest on loan payable and capital leases.

	Three months ending			Six months ending		
	July 4, 2015	June 28, 2014	Change	**July 4, 2015**	June 28, 2014	Change
Interest expense	$ **132,000**	$ 12,000	1000%	$ **252,000**	$ 22,000	1045%

The increases in interest expense were largely related to the Term Loan Agreement dated September 29, 2014, between the Company and Hercules Technology II, L.P, which the Company drew down first $2.5 million on September 29, 2014 and second $2.5 million on June 18, 2015. For more information on this term loan, please refer to Note 6 of Financial Statements appearing in Part I of this report.

Depreciation and Amortization

Depreciation expense for the six-month period ended July 4, 2015, was approximately $137,000 as compared to $107,000 for the six-month period ended June 28, 2014. 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 six-month period ended July 4, 2015, was approximately $21,000 as compared to $16,000 for the six-month period ended June 28, 2014. We amortize intangible assets using a straight-line method over 10 years.

Liquidity and Capital Resources

From inception and through July 4, 2015, we have incurred aggregate losses of approximately $41 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, the issuance of common stock and warrants through private placements, and the issuance of debt.

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 selling 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 and service expansion and curtail certain selling, general and administrative expenses. Any inability to raise additional financing would have a material adverse effect on us.

The Company has approximately $5,699,000 cash and cash equivalents on hand as of July 4, 2015. While we anticipate that our current cash and cash equivalents on hand, and cash generated from will be sufficient to meet our projected operating plans through at least December 31, 2016, we may seek additional capital prior to December 31, 2016, both to meet our projected operating plans through and after December 31, 2016 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 31, 2016, we will revise our projected operating plans accordingly.

Net cash used in operating activities

Net cash used in operating activities for the six months ended July 4, 2015 was approximately $497,000 as compared to approximately $1,948,000 for the six months ended June 28, 2014. Along with the net loss, increase in trade receivables and decrease in accounts payable were the largest uses of cash during the six-month period ended July 4, 2015. Net cash used in operating activities for the six months ended June 28, 2014 largely reflects an increase in trade receivables and an increase in inventories 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, accounts receivable collections, inventory management, and the timing of our payments, among other factors.

Net cash provided by (used in) investing activities

Net cash used in investing activities was approximately $162,000 for the six months ended July 4, 2015, compared to approximately $1,000,000 provided by for the six months ended June 28, 2014. Net cash used in investing activities for the six months ended July 4, 2015 mainly consisted of purchases of leasehold improvements and equipment. Net cash provided by investing activities for the six months ended June 28, 2014 mainly consisted of proceeds received from the assignment of the Senior Note issued by NeutriSci to an unrelated third party. NeutriSci originally issued the Senior Note to the Company as a part of the consideration for the purchase of the BluScience product line.

Net cash provided by (used in) financing activities

Net cash provided by financing activities was approximately $2,393,000 for the six months ended July 4, 2015, compared to approximately $33,000 used in for the six months ended June 28, 2014. Net cash provided by financing activities for the six months ended July 4, 2015 mainly consisted of proceeds from the 2nd draw of the term loan we entered into with Hercules Technology II, L.P. Net cash used in financing activities for the six months ended June 28, 2014 mainly consisted of principal payments on capital leases, offset by proceeds from exercise of stock options.

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 six months ended July 4, 2015, 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 January 3, 2015 and filed with the Commission on March 19, 2015.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

The Company had an outstanding loan payable of $5.0 million at July 4, 2015. Interest is payable monthly at the greater of either (i) 9.35% plus the prime rate as reported in The Wall Street Journal (the "Prime Rate") minus 3.25%, or (ii) 9.35%. If the Prime Rate rises, the Company will incur more interest expenses. The loan is repayable in installments through April 1, 2018, following an initial interest-only period until March 31, 2016, provided however that if the Company's consolidated revenue is equal to or greater than $11.5 million for the six months ending December 31, 2015, then the interest-only period shall be extended to June 30, 2016.

Our capital lease obligations bear interest at a fixed rate and therefore have no exposure to changes in interest rates.

The Company's cash consists of short term, high liquid investments in money market funds managed by banks. Due to the short-term duration of our investment portfolio and the relatively low risk profile of our investments, a sudden change in interest rates would not have a material effect on either the fair market value of our portfolio, or our operating results or cash flows.

Foreign Currency Risk

All of our long-lived assets are located within the United States and we do not hold any foreign currency denominated financial instruments.

Effects of Inflation

We do not believe that inflation and changing prices during the six months ended July 4, 2015 and June 28, 2014 had a significant impact on our results of operations.

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 effective as of July 4, 2015.

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 second 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

We are not involved in any legal proceedings which management believes may have a material adverse effect on our business, financial condition, operations, cash flows, or prospects. The Company from time to time is involved in legal proceedings in the ordinary course of our business, which can include employment claims, product claim, patent infringement, etc. We do not believe that any of these claims and proceedings against us as they arise are likely to have, individually or in the aggregate, a material adverse effect on our financial condition or results of operations.

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	Exclusive License and Supply Agreement, effective as of May 12, 2015 between Suntava, Inc. and ChromaDex, Inc. (1)
10.2	Restated and Amended License Agreement, effective as of June 3, 2015 between The University of Mississippi and ChromaDex, Inc. (1)
10.3	Amendment No. 1 to Loan and Security Agreement by and between ChromaDex Corporation and Hercules Technology II, L.P., as Lender and Hercules Technology Growth Capital, Inc., as agent dated June 17, 2015. (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) A redacted version of this Exhibit is filed herewith. An un-redacted version 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.

(2) Incorporated by reference from, and filed as Exhibit 10.1, to the Company's Current Report on Form 8-K filed with the Commission on June 19, 2015.

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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: August 13, 2015

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

[*] INDICATES CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND HAS BEEN FILED SEPARATELY WITH THE COMMISSION

Exhibit 10.1

EXCLUSIVE LICENSE AND SUPPLY AGREEMENT

THIS EXCLUSIVE LICENSE AND SUPPLY AGREEMENT (hereinafter referred to as the "Agreement") is made on May 12, 2015 (the "Effective Date") by and between Suntava, Inc. (hereinafter referred to as "Suntava"), a corporation with principal offices at 3290 St. Croix Trail, PO 268, Afton, MN 55001 and ChromaDex, Inc., with principal office at 10005 Muirlands Blvd., Suite G, Irvine, CA 92618 (hereinafter referred to as "ChromaDex").

RECITALS

WHEREAS, Suntava is the owner of all right, title, and interest in a patent-pending, proprietary purple corn hybrid, specifically husk hybrid variety ("HHV"), in addition to a proprietary processes, for manufacturing a high concentration anthocyanin extract, primarily cyanidin-3-glucoside ("C3G") and the derivatives;

WHEREAS, ChromaDex desires to obtain a worldwide exclusive license to make, have made, use, distribute, sell, offer for sale and otherwise exploit the Extract (as defined below) for use as an ingredient in dietary supplements, skin care/cosmetics, pharmaceuticals, food and beverage, and solar panel markets;

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:

1. DEFINITIONS

The following terms have the meanings specified below:

"Affiliate" shall mean, with respect to a Party, any person or entity that controls, is controlled by, or is under common control with such Party. An entity or person shall be deemed to be in control of another entity ("Controlled Entity") if the former owns directly or indirectly at least fifty percent (50%) of the outstanding voting equity of the Controlled Entity (or some other majority equity or ownership interest exits, in the event that such Controlled Entity is other than a corporation).

"Excluded Fields" shall mean the use of the Product in manufacturing of a natural color, tea (ground husk), animal feed (grain or other byproducts), grain, milled grain products, IQF grain, freeze dried grain, puree, juice concentrate, nectar (corn syrup).

"Field" means the use of the Extract as an ingredient in dietary supplements, skin care/cosmetics, pharmaceuticals, food and beverage, and solar panel markets, but does not include use of the Product in the Excluded Fields.

"Licensed IP" shall mean purple corn hybrid HHV, in addition to any patents, pending patents, proprietary processes, intellectual property and technology used for manufacturing a high concentration anthocyanin extract, primarily C3G and the derivatives.

"Product" shall mean the biomass from the purple corn hybrid HHV, and any and all improved hybrids of HHV, which is produced or made using the Licensed IP.

"Extract" shall mean the use of the Product in manufacturing an ingredient for the Field.

"Territory" shall be worldwide.

2. RIGHT TO GRANT AND GRANT OF LICENSE

Suntava represents and warrants that it has the right and authority to grant the licenses granted to Chromadex in this Agreement and that this Agreement and the licenses granted in this Agreement do not and will not conflict with the terms of any agreement to which Suntava is a party. Subject to the terms and conditions contained in this Agreement, Suntava hereby grants to ChromaDex an exclusive, worldwide, royalty-bearing right and license to use the Licensed IP to make, have made, use, distribute, sell, offer for sale and otherwise exploit the Product in the Field.

3. PURCHASING, PAYMENT, AND PURCHASE PRICE

3.1 Purchasing. ChromaDex shall purchase and Suntava agrees to sell ChromaDex all Product produced each harvest. The parties agree that the Purchase Price of the Product in the Agreement was negotiated in good faith and fairly reflects the risk facing the parties over the length of the Agreement.

3.2 Payment. Payment shall be made via wire to Suntava within thirty (30) days of invoice.

3.3 Purchase Price. The Purchase Price for the Product will be agreed to between the Parties in writing prior to each farming season. The Parties will undertake a review process and Suntava's farming cost to produce the Product will be a significant factor in determining the Purchase Price. This review process will define the number of acres that will be planted to grow the Product to be extracted to produce C3G compounds. ChromaDex and Suntava further agree to negotiate in good faith if there is a significant yield loss in the farming process.

3.4 Farming Yields. The estimated farming yields for the production of anthocyanin is [*]kg per acre.

4. ROYALTIES

4.1 Royalty Payments. ChromaDex shall pay to Suntava an [*] percent ([*]%) royalty rate on all Net Sales of Extract by ChromaDex.

4.2Minimum Annual Running Royalty Payment. ChromaDex agrees to pay Suntava a minimum annual running royalty as set forth below within thirty (30) days of the applicable prior year:

For the calendar year 2016:	$[*]
For the calendar year 2017:	$[*]
For the calendar year 2018:	$[*]

4.3"Net Sales" Definition. For purposes of this Agreement, "Net Sales" shall mean, with respect to any Extract, the gross sales price invoiced for such Extract by ChromaDex, less any (a) trade, quantity and cash discounts on Extract 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 Extract, (c) actual unreimbursed freight and insurance costs incurred in transporting such Extract to such customers, and (d) excise, sale, use, value added or other taxes, other than income taxes paid by ChromaDex due to the sale of Extract.

4.4 Royalty Payments and Accounting. During the Term, ChromaDex shall furnish to Suntava an annual written report showing in reasonably specific detail the calculation of royalties owing for the reporting period ("Royalty Report"). With respect to sales of the Extract, ChromaDex shall keep complete and accurate records in sufficient detail to enable the Royalties payable hereunder to be determined.

4.5 Audits. Upon the written request of Suntava and not more than once in each calendar year, ChromaDex shall permit an independent certified public accounting firm of nationally recognized standing selected by Suntava and reasonably acceptable to ChromaDex, at Suntava's expense, to have access during normal business hours to such of the records of ChromaDex as may be reasonably necessary to verify the accuracy of the royalty reports for any year ending not more than twenty-four (24) months prior to the date of such request. The accounting firm shall disclose to Suntava only whether or not the reports are correct and the amount of any discrepancies. No other information shall be shared. If such accounting firm concludes that additional royalties were owed during such period, ChromaDex shall pay the additional royalties within thirty (30) days of the date Suntava delivers to ChromaDex such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by Suntava; provided, however, if the audit correctly discloses an under reporting and underpayment in excess of five percent (5%) for any twelve-month (12-month) period, then ChromaDex shall pay the reasonable fees and expenses charged by such accounting firm.

5. EXCLUSIVITY RIGHTS

Suntava hereby grants ChromaDex the exclusive right to make, have made, use, distribute, import, sell, offer for sale and otherwise exploit the Extract for use as an ingredient in the Field in the Territory through the end of 2018 (hereinafter referred to "Exclusivity Rights"). In exchange for the Exclusivity Rights, ChromaDex agrees to pay Suntava [*] dollars ($[*]) within five (5) days of the Effective Date ("Exclusivity Fee"). Suntava agrees [*] dollars ($[*]) of the Exclusivity Fee shall be credited toward ChromaDex's purchase of the Product at time of harvest.

Before the end of 2018, ChromaDex agrees to make a minimum annual royalty payment of [*] dollars ($[*]) to maintain Exclusivity Rights for the year 2019. Future minimum annual royalties to maintain Exclusivity Rights for years 2020 and thereafter shall be negotiated by the end of 2019 and every year thereafter.

6. OBLIGATIONS

6.1 ChromaDex's Obligations.

6.1.1 ChromaDex agrees to provide a Manufacturing Plan to Suntava.

6.1.2 ChromaDex agrees to provide a Marketing Plan to Suntava that includes ChromaDex's research plans and financial projections for the Extract within six (6) months of the Effective Date

6.1.3 ChromaDex agrees to use commercially reasonable efforts to commercialize and market the Extract as soon as practicable in accordance with the Marketing Plan.

6.1.4 ChromaDex agrees to thoroughly evaluate the anthocyanin composition/chemistry of representative samples of purple corn husk and stalk to establish cost models for commercial production.

6.1.5 ChromaDex agrees to perform extensive analytical chemistry evaluation of the anthocyanin composition and content in Suntava purple corn and utilize this chemistry to evaluate several extraction processes to determine a suitable process for creating a high concentration of C3G.

6.1.6 ChromaDex agrees to evaluate and select a suitable "toll" manufacturer of this C3G extract and establish commercial production.

6.1.7 Upon establishing a commercially viable extract, ChromaDex will establish a clinical testing program.

6.1.8 ChromaDex agrees to perform the necessary safety and regulatory review with Spherix Consulting, a division of ChromaDex.

6.2 Suntava's Obligations.

6.2.1 Suntava agrees to be responsible for the cultivation, harvest, processing and supply of material needed for production of anthocyanin extract produced and sold by ChromaDex.

6.2.2 Suntava will provide ChromaDex with any data and order production models (including cost models), for ChromaDex to assess commercial pricing viability.

6.2.3 At Suntava's discretion it is responsible for bringing or prosecuting actions or suits against third parties for patent infringement; 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 Licensed IP.

7. TAXES AND IMPORT DUTIES. The price of the Product specified does not include federal taxes, state or local sales taxes, use taxes, occupational taxes or import duties. Unless prohibited by law, ChromaDex is responsible for and shall pay all applicable sales, use, occupational, excise, value added or other similar taxes or import duties applicable to the manufacture, sale, price, delivery or use of the Product provided by Suntava, or in lieu thereof, ChromaDex shall provide Suntava with a tax-exemption certificate acceptable to and considered valid by the applicable taxing authorities.

8. DELIVERY AND RISK OF LOSS. All sales are FOB\FCA Seller's U.S. dock. Risk of loss, destruction of or damage to the Product shall be Suntava's until delivery of the Product to a common carrier at Suntava's U.S. dock. Thereafter, title shall pass to ChromaDex and ChromaDex shall be fully responsible, and shall hold Suntava harmless, for and assume all risk of loss, destruction of or damage to the Product. Loss or damage to the Product after risk of loss has passed to ChromaDex will not release or excuse ChromaDex from its obligations under this Agreement to Suntava, including the obligation to make full payment of the purchase price. Suntava reserves the right to pack or ship orders in the most economical manner, provided that this does not result in increased risk of loss of the Product. However, where ChromaDex requests special packaging or shipping, any additional cost will be billed to and be the responsibility of ChromaDex.

9. DELIVERY DELAYS. Suntava shall use reasonable efforts to make prompt deliveries in a commercially reasonable manner. Delivery dates and estimates are, however, not guaranteed. Suntava disclaims any liability or responsibility, and ChromaDex shall hold Suntava harmless, for the late or non-delivery of Product. ChromaDex has no right to delay or defer delivery or acceptance.

10. INDEMNIFICATION AND INSURANCE

10.1 ChromaDex Indemnification. ChromaDex shall at all times during the Term of this Agreement and thereafter indemnify, defend, and hold Suntava, its directors, officers, employees, and affiliates harmless against all claims, proceedings, demands, and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees (hereinafter "Claims"), arising out of any breach of any representation, warranty, or covenant expressly made by ChromaDex in this Agreement.

10.2 Suntava Indemnification. Suntava shall at all times during the term of this Agreement and thereafter indemnify, defend, and hold ChromaDex, its directors, officers, employees, and affiliates harmless against all claims, proceedings, demands, and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees (hereinafter "Claims"), arising out of any breach of any representation, warranty, or covenant expressly made by Suntava in this Agreement.

10.3 Insurance. The parties agree, for the Term of this Agreement, to maintain a program of insurance or self-insurance at levels sufficient to satisfy its obligations as set forth in this Agreement.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect for a term (the "Term") of five (5) years from the Effective Date and continue thereafter in successive two (2) year automatic renewal terms unless terminated by written mutual agreement of the Parties or in accordance herewith.

11.2 Termination by Suntava. In addition to all other remedies Suntava may have, Suntava may terminate this Agreement and the licenses granted in this Agreement in the event that: (a) ChromaDex defaults in making its Royalty Payment to Suntava and such default continues un-remedied for a period of ninety (90) days after written notice from Suntava; (b) ChromaDex fails to perform any material obligation, warranty, duty, or responsibility or is in default with respect to any term or condition undertaken by ChromaDex hereunder, and such failure or default continues un-remedied for a period of ninety (90) days after written notice thereof to ChromaDex by Suntava; (c) ChromaDex is liquidated or dissolved; (d) Any assignment is made of ChromaDex's business for the benefit of creditors; (e) ChromaDex liquidates a substantial portion of its business or engages in a distress sale of substantially all of its assets; (f) A receiver, or similar officer, is appointed to take charge of a substantial part of ChromaDex's assets; or, (g) Any petition in bankruptcy is filed by or against ChromaDex that remains undischarged for sixty (60) days;

11.3 Termination by ChromaDex. In addition to all other remedies ChromaDex may have, ChromaDex may terminate this Agreement in the event that: (a) Suntava fails to perform any material obligation, warranty, duty, or responsibility or is in default with respect to any term or condition undertaken by Suntava hereunder, and such failure or default continues un-remedied for a period of ninety (90) days after written notice thereof to Suntava by ChromaDex. (b) Suntava is liquidated or dissolved; (c) Any assignment is made of Suntava's business for the benefit of creditors; (d) Suntava liquidates a substantial portion of its business or engages in a distress sale of substantially all of its assets; (e) A receiver, or similar officer, is appointed to take charge of a substantial part of Suntava's assets; or (g) Any petition in bankruptcy is filed by or against Suntava that remains undischarged for sixty (60) days;

11.4 Effect of Termination. After the termination of this Agreement, ChromaDex shall have no rights under the Licensed IP.

11.5 No Discharge on Termination. No termination of this Agreement for any reason shall relieve or discharge either Suntava or ChromaDex from any duty, obligation, or liability that was accrued as of the date of the termination (including, without limitation, the obligation to indemnify or to pay any amounts owing as of the date of termination).

12. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement will be construed to constitute the parties as partners or joint venturers or constitute either party as agent of the other, nor will any similar relationship be deemed to exist between them. Neither party shall hold itself out contrary to the terms of this paragraph, and neither party shall become liable by reason of any representation, act, or omission of the other contrary to the provisions of this paragraph. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party, whether referred to in this Agreement or not.

13. SURVIVAL. The terms and conditions of this Agreement shall survive and inure to the benefit of and be assigned and binding upon the respective executors, administrators, heirs, successors, assigns and all other persons and entities now, heretofore, or hereafter having any involvement or interest whatsoever with respect to the subject matter of this Agreement, specifically upon a change in control or ownership.

14. MISCELLANEOUS

14.1 Notices. All notices given in connection with this Agreement shall be in writing and shall be deemed given upon actual receipt by the addressee. Notices shall be personally delivered or sent by telex or facsimile (with prompt confirmation by registered or certified air mail, postage prepaid) or by registered or certified air mail, postage prepaid, addressed to the party to be notified at the following address, or at such other address as the party may designate by notice:

SUNTAVA:
Bill Petrich
Suntava, Inc.
3290 ST. Croix Trail, PO 268
Afton, MN 55001

CHROMADEX:
Tom Varvaro
ChromaDex, Inc.
10005 Muirlands Blvd, Suite G
Irvine, CA 92618, USA

14.2 Survival. The provisions of this Agreement relating to payment obligations, confidentiality, indemnification, remedies, and arbitration shall survive the expiration or termination of this Agreement.

14.3 No Assignment. The parties shall not sell, assign, transfer, mortgage, pledge, or hypothecate any rights in whole or in part, or delegate any of their duties or obligations under this Agreement; nor shall their rights or duties be assigned, transferred, or delegated to any third party by operation of law. Any purported transfer, assignment, or delegation in violation of the foregoing sentence shall be void and without effect, and this Agreement shall thereupon become terminable without further notice, unless the "assignment" is made as part of the transfer of substantially all of the party's assets, or of a majority interest in the voting stock of the party, or the merger, consolidation, or reorganization of a party with one or more third parties.

14.4 Binding on Successors. This Agreement will inure to the benefit of and be binding upon their successors and assigns.

14.3 Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, or void then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is invalid, illegal, unenforceable, or void. If the remainder of this Agreement is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

14.4 Waiver and Modification. No modification of any of the terms of this Agreement will be valid unless in writing and signed by both parties. No waiver by either party of a breach of this Agreement will be deemed a waiver by such party of any subsequent breach.

14.5 Headings. The headings in this Agreement are for reference only and shall not in any way control the meaning or interpretation of this Agreement.

14.6 Interpretation. No provision of this Agreement is to be interpreted for or against any party because that party or its attorney drafted the provision.

14.7 Governing Law. This Agreement and all claims and causes of action shall be governed by and subject to the internal laws (exclusive of the conflicts of law provisions) and decisions of the courts of the State of Minnesota.

14.8 No Other Agreement. The parties each represent that in entering into this Agreement, they rely on no promise, inducement, or other agreement not expressly contained in this Agreement; that they have read this Agreement and discussed it thoroughly with their respective legal counsel; that they understand all of the provisions of this Agreement and intend to be bound by them; and that they enter into this Agreement voluntarily.

14.9 Entire Agreement. This Agreement and the December 2014 Confidentiality Agreement between the Parties constitute the complete and exclusive statement of the terms and conditions between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject of this Agreement.

14.10 Counterparts. This Agreement may be executed in counter-parts, which taken together shall constitute one document.

The Parties agree to the terms of this Agreement above and have executed this Agreement by their duly authorized representatives.

For and on behalf of	For and on behalf of
Suntava, Inc.	ChromaDex, Inc.
By: /s/ Bill Petrich	By: /s/ Troy Rhonemus
Name: Bill Petrich Title: CEO Date: May 12, 2015	Name: Troy Rhonemus Title: COO Date: May 19, 2015

[*] INDICATES CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND HAS BEEN FILED SEPARATELY WITH THE COMMISSION

Exhibit 10.2

RESTATED AND AMENDED LICENSE AGREEMENT

THIS RESTATED AND AMENDED LICENSE AGREEMENT (this "Agreement") is made as of this June 3, 2015 ("Effective Date") by and between the UNIVERSITY OF MISSISSIPPI, an educational institution with a principal address at University, Mississippi 38677 ("UM") and ChromaDex, Inc., a corporation organized and existing under the laws of California with a principal address 10005 Muirlands Blvd, Suite G, Irvine, California 92618 ("CHROMADEX") (collectively "the Parties"). This Agreement is intended to supersede and replace the previous agreement between the parties dated March 25, 2010 ("the Original Effective Date"), as previously amended on June 3, 2011, and in September 2012.

RECITALS

WHEREAS, UM and the United States Department of Agriculture, Agricultural Research Service ("USDA") have developed inventions and desire to commercialize such inventions related to Pterostilbene.

WHEREAS, UM has executed two license agreements with the USDA with effective dates of August 8, 2006 and December 1, 2008 in which USDA has granted UM an exclusive worldwide license to any and all USDA rights in the Patent Rights with the right to grant sublicenses to qualified commercial partners subject to the provisions of this license agreement and to the prior submission to and approval by USDA of the proposed sublicense, which approval shall not be unreasonably withheld.

WHEREAS, CHROMADEX acquired certain rights and licenses with respect to the Patent Rights in accordance with a certain License Agreement on March 25, 2010 ("Original Agreement") and the parties now wish to amend and restate the Original Agreement and the amendments thereto in their entirety to reflect certain mutually agreed to changes to the terms thereof.

WHEREAS CHROMADEX and OPKO HEALTH, INC. entered into a LICENSE, SUPPLY AND DISTRIBUTION AGREEMENT with an Effective Date of February 9, 2012, as amended on June 6, 2012, for distribution and sublicensing of products including Licensed Products (the "OPKO Agreement") and UM and CHROMADEX amended the Original Agreement in September 2012 in order to define sublicensing fees applicable to the OPKO Agreement only.

WHEREAS, the Parties desire again to expand the Patent Rights licensed to CHROMADEX in the Original Agreement, as amended on June 3, 2011 to include UM 8590.

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 UM 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 have the meaning set forth on page 1 of this Agreement.

“Federal Government Interest” means the rights of the United States Government and agencies thereof under Public Laws 96_517, 97_256 and 98_620, codified at 35 U.S.C.§§ 200-212, and any regulations issued there under, as such statute or regulations may be amended from time to time hereafter.

"Field" means the use of Pterostilbene in pharmaceutical products, as well as dietary supplement, food, beverage, and cosmetic products with structure:function claims, related to cardiovascular health, glucose levels, and cognitive function.

"Net Sales Price" means the gross amount charged by CHROMADEX for a Licensed Product less the items specifically listed in Schedule C. 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 or kit containing another product or service 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 owned or controlled by UM during the term of this Agreement.

"Patent Expenses" means all out-of-pocket fees, expenses, and charges related to the Patent Rights incurred by UM or USDA 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 3rd 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.

"Sublicense" means an agreement into which CHROMADEX enters with a third party that is not an Affiliate for the purpose of (i) granting certain rights; (ii) granting an option to certain rights; or (iii) forbearing the exercise of any rights, granted to CHROMADEX under this Agreement. "Sublicensee" means a third party with whom CHROMADEX enters into a Sublicense in accordance with section 2.2 of this Agreement.

"Sunk Patent Expenses" means Patent Expenses incurred by USDA 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.

ARTICLE 2
GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions contained in this Agreement, UM 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. Notwithstanding the foregoing, UM expressly reserves a non-transferable royalty-free right to use the Patent Rights in the Field itself, including use by its faculty, staff and researchers, for educational and research purposes only.

2.2 Right to Sub-license. CHROMADEX shall not have the right to sub-license to any third party, in whole or in part, its rights under this Agreement without the written permission of UM, such permission to will not be unreasonably withheld. In the event CHROMADEX wishes to sub-license the Patent Rights, UM and CHROMADEX will initiate good faith negotiations to determine equitable licensing terms and conditions.

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 paid UM the following non-refundable payments:

$[*] on April 28, 2010 for UM 7020 and UM 1970;

$[*] on August 3, 2011 for expansion of the Patent Rights in the Original Agreement to include UM 8240, and;

shall pay $[*] within thirty (30) days of the Effective Date of this Agreement for UM 8590 and $[*] within thirty (30) days of the USDA receiving a notice of allowance from the United States Patent and Trademark Office for a patent covering UM 8590.

3.2 Royalties. In further consideration of the rights and licenses granted hereunder, CHROMADEX shall pay UM a royalty of [*] percent ([*]%) of Net Sales of all Licensed Products and [*] percent ([*]%) of sublicensing fees received from an approved Sublicense in accordance with Section 2.2 of this Agreement that is not already covered by an earned royalty by CHROMADEX. From the date of the Original Agreement through December 2014, CHROMADEX paid UM royalties greater than the total minimum royalties owed during that period.

CHROMADEX agrees to pay UM at least the following minimum royalties, based on a calendar year, during the Term of this Agreement:

2015: [*]

2016 and beyond. The minimum shall increase [*]% per year over the 2015 amount to a maximum of $[*] per year.

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 UM.

3.4 Reports. CHROMADEX shall deliver to UM 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 UM 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. An example of a royalty report is provided in Appendix C.

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 UM under this Agreement shall be made in United States dollars (or other legal currency of the United States), as directed by UM, by check payable to "The University of Mississippi" or by wire transfer to an account as UM 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 5% 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, UM 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, UM 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 UM for all reasonable expenses and costs incurred in the conduct of such review or audit.

3.7. CHROMADEX has paid UM the Sunk Patent Expense for UM 7020, UM 1970, and UM 8420 and will pay UM the Sunk Patent Expense detailed in Appendix A within ten (10) days of the Effective Date of this Agreement. CHROMADEX will reimburse USDA for future Patent Expenses incurred during the term of this Agreement within thirty (30) days of receipt of an invoice from USDA.

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.

4.5 Bankruptcy or Equivalent. CHROMADEX will provide written notice to UM 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 UM 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 UM. UM represents to CHROMADEX as follows:

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

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

(c) UM 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 UM and USDA have not been publicly used, offered for sale, or disclosed in a printed publication by employees of UM or USDA 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 UM 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). CHORMADEX understands and acknowledges that pursuant to the Bayh-Dole Act, Licensed Products must be manufactured substantially in the United States, and CHROMADEX will comply with applicable provisions of the Bayh-Dole Act;

(d) 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, UM 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. UM 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 THEREFROM.

6.2 Liability. UM is an agency of the State of Mississippi under the management and control of the Board of Trustees of the State Institutions of Higher Learning (IHL). As authorized by law, IHL maintains a program of self-insurance for purposes of workers' compensation and general liability, pursuant to the Mississippi Tort Claims Act as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. Accordingly, any liability of UM for any damages, losses, or costs arising out of or related to acts performed by UM or it employees under this Agreement is governed by the Tort Claims Act.

6.3 CHROMADEX Indemnification. CHROMADEX will indemnify and hold harmless UM, 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.

6.4 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 through the Mississippi Attorney General to represent it, 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 UM 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.

6.5 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 UM with copies of such policies, upon request of UM. CHROMADEX shall notify UM 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) UM through USDA 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 UM for patent expenses as detailed in Article 3.7.

(ii) UM through USDA will prepare, file, and prosecute patent applications for the Patent Rights in the United States. UM through USDA 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 UM the additional foreign countries in which patent applications are to be filed and prosecuted. UM 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) UM through USDA 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. UM 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. UM 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 ten (10) business days prior to the planned filing and afford CHROMADEX the right to comment; *provided, however,* in the event such documents are not timely sent, no breach of contract shall be deemed to have occurred.

(iv) CHROMADEX will cooperate with UM in the filing, prosecution, and maintenance of any Patent Rights. UM 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 UM 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, UM OR USDA become aware of suspected infringement of the Patent Rights, they shall promptly notify the other parties of such suspected infringement. CHROMADEX, UM OR USDA 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.

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 UM desire to disclose publicly, in writing or by oral presentation, Confidential Information related to the Patent Rights, UM shall notify CHROMADEX in writing of its intention at least ninety (90) days before such disclosure. UM 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. CHROMADEX may request UM, no later than ninety (90) days following the receipt of UM'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 9.1 of this Agreement. Upon receipt of such request, UM shall arrange for a delay in publication, to permit filing of a patent or other application by the CHROMADEX. Should CHROMADEX 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 UM shall directly or indirectly use the other party's name, including the use of USDA's name by CHROMADEX, 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 UM 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. UM 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.

9.2 Termination by UM. Upon the occurrence of any of the events set forth below ("Events of Default"), UM 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 UM that is continuing sixty (60) calendar days after UM 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 UM 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 UM 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 UM gives CHROMADEX written notice of such noncompliance.

9.3 Commercialization Plan. The Original Agreement contained a Commercialization Plan that was contained in Appendix B. As this Agreement has an Effective Date almost five years from the date of the Original Agreement, the Commercialize Plan is obsolete. CHROMADEX has successfully scaled up the development of Pterostilbene by a synthetic process and continues to be the exclusive licensee of the process patent filed by CHROMADEX's manufacturing partner. CHROMADEX has been selling pTeroPure® the brand name for Pterostilbene since March, 2010. Additionally, in May, 2011, CHROMADEX successfully obtained self-affirmed GRAS (generally recognized as safe) status for pTeroPure® Pterostilbene enabling it to also be sold as a food. Two human clinical trials have also been completed and a third human clinical trial is expected to be completed in 2015.

9.4 Termination by CHROMADEX. CHROMADEX shall have the right to terminate this Agreement, at any time and with or without cause, upon sixty (60) days' written notice to UM.

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 UM 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 UM, 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 UM'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 UM 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 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.

10.3 Independent Contractor. Nothing herein shall be deemed to establish a relationship of principal and agent between UM and CHROMADEX, nor any of their agents or employees for any purpose whatsoever. This Agreement shall not be construed as constituting UM 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 UM 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.

10.4 Notices. Any notice under this Agreement shall be sufficiently given if sent in writing by prepaid, first class, certified or registered mail, return receipt requested, addressed as follows:

if to UM, to:

University of Mississippi
Thad Cochran Research Center
University, MS 38677
Attention: Dr. Walter G. Chambliss
Director of Technology Management

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.

10.5 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.

10.6 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.

10.7 Force Majeure. 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.

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

10.9 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.

10.10 Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Mississippi, excluding such state's rules relating to conflicts of laws, and its form, execution, validity, construction and effect shall be determined in accordance with such internal laws.

10.11 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 number 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 mediation.

[*] INDICATES CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND HAS BEEN FILED SEPARATELY WITH THE COMMISSION

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

UNIVERSITY OF MISSISSIPPI

/s/ Walter G. Chambliss	6/9/2015
Dr. Walter G. Chambliss	Date
Director of Technology Management, Office of Research and Sponsored Programs	

Acknowledged by:

/s/ Allyson M. Best	6/3/2015
Allyson M. Best	Date
Assistant Director, Technology Management	

CHROMADEX, INC.

/s/ Frank L. Jaksch Jr.	6/9/2015
Frank L. Jaksch Jr.	Date
Chief Executive Officer	

APPENDIX A

PATENT RIGHTS

- UM 7020: United States Patent Application Serial No. 12/136,341, entitled "Method to Ameliorate Oxidative Stress and Improve Working Memory Via Pterostilbene Administration" and foreign counterparts (PCT No. 60/970,591). UM 7020 is solely owned by the USDA. USDA's patent rights have been exclusively licensed to UM.
  Sunk Patent Expenses as of 2/3/10: $5,958.00.

- UM 1970: United States Patent Application Serial No. 11/207,038, entitled "Pterostilbene as a New Agonist for the Peroxisome Prolifterator-Activated Receptor Alpha Isoform," There are no foreign counterparts. UM 1970 is jointly owned by the USDA and UM, and USDA's patent rights have been exclusively licensed to UM. Sunk Patent Expenses as of 2/3/10: $1,320.00.

- UM 8420: United States Patent Application Serial No. 13/105,470, entitled "Anxiolytic Effect of Pterostilbene". UM 8420 is jointly owned by the USDA and UM, and USDA's patent rights have been exclusively licensed to UM. Sunk Patent expenses as of June 1, 2011: $1,090.00.

- UM 8590: United States Patent Application Serial No. 13/463,442, filed May 3, 2012 by USDA, entitled "Anti-Obesity Effect Of Pterostilbene," and corresponding PCT. UM 8590 is jointly owned by the USDA and the Universidad del Pais Vasco/Euskal Herriko Unibertsitatea (University of Basque Country). USDA's patent rights have been exclusively licensed to UM. Sunk Patent Expenses as of 11/18/14: $7,248.60.

APPENDIX B

[INTENTIONALLY OMITTED]

APPENDIX C

Form of Sales and Royalty Report

CHROMADEX: _____ UM Agreement ID: _____

Period Covered: _____ through _____

Prepared by: _____ Date: _____
(Company Representative)

Approved by: _____ Date: _____
(Company Representative)

If license agreement covers several major product lines, please prepare a separate report for each line. Then combine all product lines into a summary report.

Report Type:	Single Product or Process Line Report: _____ (product name)
	Multiproduct Summary Report, Page ____ of ____
Other Compensation:	Annual Payments, milestones, or other fees & compensation
	Details:
	Amount Due:
	No Compensation of Royalty Due this Period
	Reason:

Country	Quantity Produced	Quantity Sold	Gross Sales ($)	*Net Sales ($)	Royalty Rate	Conversion Rate (if applicable)	Royalty Due this Period
USA							
Canada							
Japan							
Other:							
TOTAL:							

* To calculate net sales, use the following space to list separately the specific types of allowed deductions under our agreement and the corresponding amount: Trade discounts, freight, and cash discounts. Then calculate the final Net Sales amount by subtracting these amounts from Gross Sales (meaning the aggregate sales price for a Licensed Product), and note in the column above.

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: August 13, 2015

/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: August 13, 2015

/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 July 4, 2015 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: August 13, 2015

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

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