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 April 2, 2016

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_

As of May 11, 2016 there were 36,554,481 shares of the registrant's common stock issued and outstanding.

CHROMADEX CORPORATION

QUARTERLY REPORT ON FORM 10-Q

TABLE OF CONTENTS

PART I – FINANCIAL INFORMATION (UNAUDITED)	
ITEM 1. FINANCIAL STATEMENTS:	1
Condensed Consolidated Balance Sheets as of April 2, 2016 (Unaudited) and January 2, 2016	1
Condensed Consolidated Statements of Operations for the three months ended April 2, 2016 and April 4, 2015 (Unaudited)	2
Condensed Consolidated Statements of Stockholders Equity for the three months ended April 2, 2016 (Unaudited)	3
Condensed Consolidated Statements of Cash Flows for the three months ended April 2, 2016 and April 4, 2015 (Unaudited)	4
Notes to Condensed Consolidated Financial Statements (Unaudited)	5
ITEM 2.MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	11
ITEM 3.QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK	16
ITEM 4.CONTROLS AND PROCEDURES	17
Part II - OTHER INFORMATION	18
ITEM 1.LEGAL PROCEEDINGS	18
ITEM 1A.RISK FACTORS	18
ITEM 2.UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS	18
ITEM 3.DEFAULTS UPON SENIOR SECURITIES	18
ITEM 4.MINE SAFETY DISCLOSURES	18
ITEM 5.OTHER INFORMATION	18
ITEM 6.EXHIBITS	18
SIGNATURES	19

PART I – FINANCIAL INFORMATION (UNAUDITED)

ITEM 1. FINANCIAL STATEMENTS

ChromaDex Corporation and Subsidiaries
Condensed Consolidated Balance Sheets
April 2, 2016 and January 2, 2016

	April 2, 2016 (Unaudited)	January 2, 2016
Assets		
Current assets		
Cash	**$ 2,995,506**	$ 5,549,672
Trade receivables, net of allowances of $339,000 and $367,000, respectively	**4,330,115**	2,450,591
Inventories	**6,688,920**	8,173,799
Prepaid expenses and other assets	**359,642**	373,567
Total current assets	**14,374,183**	16,547,629
Leasehold improvements and equipment, net	**1,722,768**	1,788,645
Deposits	**58,726**	58,883
Intangible assets, net	**357,741**	354,052
Longterm investment	**20,318**	-
Total assets	**$ 16,533,736**	$ 18,749,209
Liabilities and stockholders' equity		
Current liabilities		
Accounts payable	**$ 2,905,105**	$ 6,223,958
Accrued expenses	**1,350,860**	1,302,865
Current maturities of loan payable	**1,866,713**	1,528,578
Current maturities of capital lease obligations	**218,919**	219,689
Customer deposits and other	**339,600**	272,002
Deferred rent, current	**26,143**	39,529
Total current liabilities	**6,707,340**	9,586,621
Loan payable, less current maturities, net	**2,913,854**	3,345,335
Capital lease obligations, less current maturities	**391,817**	444,589
Deferred rent, less current	**92,519**	97,990
Total liabilities	**10,105,530**	13,474,535
Commitments and contingencies		
Stockholders' equity		
Common stock, $.001 par value; authorized 50,000,000 shares; issued and outstanding April 2, 2016 36,180,849 and January 2, 2016 36,003,589 shares	**36,181**	36,004
Additional paid-in capital	**48,431,789**	47,534,059
Accumulated deficit	**(42,039,764)**	(42,295,389)
Total stockholders' equity	**6,428,206**	5,274,674
Total liabilities and stockholders' equity	**$ 16,533,736**	$ 18,749,209

See Notes to Condensed Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries
Condensed Consolidated Statements of Operations (Unaudited)
For the Three Month Periods Ended April 2, 2016 and April 4, 2015

	April 2, 2016	April 4, 2015
Sales, net	$ 7,331,945	$ 5,260,971
Cost of sales	3,880,526	3,333,347
Gross profit	3,451,419	1,927,624
Operating expenses:		
Sales and marketing	544,722	585,777
Research and development	464,072	121,095
General and administrative	1,988,559	2,126,836
Operating expenses	2,997,353	2,833,708
Operating income (loss)	454,066	(906,084)
Nonoperating income (expense):		
Interest income	794	718
Interest expense	(188,495)	(120,149)
Nonoperating expenses	(187,701)	(119,431)
Income (loss) before taxes	266,365	(1,025,515)
Provision for taxes	(10,740)	-
Net income (loss)	$ 255,625	$ (1,025,515)
Basic earnings (loss) per common share	$ 0.01	$ (0.03)
Diluted earnings (loss) per common share	$ 0.01	$ (0.03)
Basic weighted average common shares outstanding	36,414,041	35,732,866
Diluted weighted average common shares outstanding	37,472,579	35,732,866

See Notes to Condensed Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries
Condensed Consolidated Statement of Stockholders' Equity (Unaudited)
For the Three Month Period Ended April 2, 2016

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Accumulated Deficit	Stockholders' Equity
Balance, January 2, 2016	36,003,589	$ 36,004	$ 47,534,059	$ (42,295,389)	$ 5,274,674
Issuance of common stock, net of offering costs of $20,000	128,205	128	479,872	-	480,000
Exercise of stock options	47,055	47	93,825	-	93,872
Share-based compensation	-	-	324,035	-	324,035
Vested restricted stock	2,000	2	(2)	-	-
Net income	-	-	-	255,625	255,625
Balance, April 2, 2016	**36,180,849**	**$ 36,181**	**$ 48,431,789**	**$ (42,039,764)**	**$ 6,428,206**

See Notes to Condensed Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries
Condensed Consolidated Statements of Cash Flows (Unaudited)
For the Three Month Periods Ended April 2, 2016 and April 4, 2015

	April 2, 2016	April 4, 2015
Cash Flows From Operating Activities		
Net income (loss)	**$ 255,625**	$ (1,025,515)
Adjustments to reconcile net loss to net cash		
used in operating activities:		
Depreciation of leasehold improvements and equipment	**82,506**	66,902
Amortization of intangibles	**11,311**	10,124
Share-based compensation expense	**324,035**	715,909
Allowance for doubtful trade receivables	**(28,785)**	13,526
Loss from disposal of equipment	**-**	17,475
Non-cash financing costs	**53,449**	46,948
Changes in operating assets and liabilities:		
Trade receivables	**(1,850,739)**	(341,270)
Inventories	**1,464,561**	502,645
Prepaid expenses and other assets	**14,082**	(81,584)
Accounts payable	**(3,318,853)**	(810,658)
Accrued expenses	**47,995**	149,894
Customer deposits and other	**67,598**	158,917
Deferred rent	**(18,857)**	(14,371)
Net cash used in operating activities	**(2,896,072)**	(591,058)
Cash Flows From Investing Activities		
Purchases of leasehold improvements and equipment	**(16,629)**	(95,778)
Purchases of intangible assets	**(15,000)**	(5,000)
Net cash used in investing activities	**(31,629)**	(100,778)
Cash Flows From Financing Activities		
Proceeds from issuance of common stock, net of issuance costs	**480,000**	-
Proceeds from exercise of stock options	**93,872**	-
Principal payments on loan payable	**(146,795)**	-
Principal payments on capital leases	**(53,542)**	(57,075)
Net cash provided by (used in) financing activities	**373,535**	(57,075)
Net decrease in cash	**(2,554,166)**	(748,911)
Cash Beginning of Period	**5,549,672**	3,964,750
Cash Ending of Period	**$ 2,995,506**	$ 3,215,839
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	**$ 135,046**	$ 73,202
Supplemental Schedule of Noncash Investing Activity		
Capital lease obligation incurred for purchases of equipment	**$ -**	$ 303,933
Inventory supplied free of charge to Healthspan Research, LLC	**$ 20,318**	$ -
Retirement of fully depreciated equipment - cost	**$ 26,666**	$ -
Retirement of fully depreciated equipment - accumulated depreciation	**$ (26,666)**	$ -

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 April 2, 2016 and results of operations and cash flows for the three months ended April 2, 2016 and April 4, 2015. 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 2, 2016 appearing in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "Commission") on March 17, 2016. Operating results for the three months ended April 2, 2016 are not necessarily indicative of the results to be achieved for the full year ending on December 31, 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 2, 2016 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 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 our ingredient technologies unit, we also have 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 our relationships with leading universities and research institutions, we are able to discover and license early stage, Intellectual Property-backed ingredient technologies. We then utilize our in-house chemistry, regulatory and safety consulting business units to develop commercially viable ingredients. Our ingredient portfolio is backed with clinical and scientific research, as well as extensive Intellectual Property protection.

Liquidity: The Company generated income from operations of approximately $454,000 and net income of approximately $256,000 for the three-month period ended April 4, 2016. As of April 4, 2016, the cash and cash equivalents totaled approximately $2,996,000.

While we anticipate that our current cash, cash equivalents and cash to be generated from operations will be sufficient to meet our projected operating plans through at least May 13, 2017, 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 2015 ended on January 2, 2016 consisted of normal 52 weeks. The fiscal year 2016 ending on December 31, 2016 will also include the normal 52 weeks.

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 April 2, 2016 and January 2, 2016 are as follows:

	April 2, 2016	January 2, 2016
Natural product fine chemicals	**$ 1,094,083**	$ 1,239,338
Bulk ingredients	**5,714,837**	7,195,461
	6,808,920	8,434,799
Less valuation allowance	**(120,000)**	(261,000)
	$ 6,688,920	$ 8,173,799

Note 4. Reverse Stock Split

On April 13, 2016, the Company effected a 1 for 3 reverse stock split. All information presented herein has been retrospectively adjusted to reflect the reverse stock split as if they took place as of the earliest period presented. An additional 1,632 shares were issued to round up fractional shares as a result of the reverse stock split.

Note 5. Earnings Per Share Applicable to Common Stockholders

The following table sets forth the computations of earnings per share amounts applicable to common stockholders for the three months ended April 2, 2016 and April 4, 2015:

	Three Months Ended	
	April 2, 2016	**April 4, 2015**
Net income (loss)	**$ 255,625**	$ (1,025,515)
Basic weighted average common shares outstanding (1):	**36,414,041**	35,732,866
Basic earnings (loss) per common share	**$ 0.01**	$ (0.03)
Dilutive effect of stock options, net	**1,024,428**	-
Dilutive effect of warrants, net	**34,110**	-
Diluted weighted average common shares outstanding :	**37,472,579**	35,732,866
Diluted earnings (loss) per common share	**$ 0.01**	$ (0.03)
Potentially dilutive securities, total (2):		
Stock options	**5,203,419**	4,715,657
Warrants	**487,110**	156,340
Convertible debt (3)	**257,798**	257,798

(1) Includes 373,289 and 518,029 weighted average nonvested shares of restricted stock for the three months ended April 2, 2016 and April 4, 2015, respectively, which are participating securities that feature voting and dividend rights.

(2) Excluded from the computation of diluted loss per share for the three month period ended April 4, 2015 as their impact is antidilutive.

(3) Excluded from the computation of diluted earnings per share for the three month period ended April 2, 2016 as its impact is antidilutive.

Note 6. Leasehold Improvements and Equipment

Leasehold improvements and equipment consisted of the following:

	April 2, 2016	January 2, 2016
Laboratory equipment	$ 3,743,330	$ 3,737,908
Leasehold improvements	513,453	513,453
Computer equipment	384,120	404,228
Furniture and fixtures	17,056	17,056
Office equipment	24,805	21,547
Construction in progress	5,811	4,420
	4,688,575	4,698,612
Less accumulated depreciation	2,965,807	2,909,967
	$ 1,722,768	$ 1,788,645

Depreciation expense on leasehold improvements and equipment included in the consolidated statement of operations for the three months ended April 2, 2016 and April 4, 2015 was approximately $83,000 and $67,000, respectively.

Note 7. Loan Payable

Loan payable as of April 2, 2016 consists of the following:

Principal amount payable for following years ending December	
2016	$ 1,223,659
2017	1,991,688
2018	1,637,858
Total principal payments	4,853,205
Accrued end of term charge	88,436
Total loan payable	4,941,641
Less unamortized debt issuance costs and debt discount	161,074
Less current portion	1,866,713
Loan payable – long term	$ 2,913,854

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 $175,000 and $106,000 for the three months ended April 2, 2016 and April 4, 2015, respectively.

Note 8. Share-Based Compensation

Non-Employee Stock Option Plans

The following table summarizes activity of stock options granted to non-employees at April 2, 2016 and changes during the three months then ended:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Fair Value	Aggregate Intrinsic Value
Outstanding at January 2, 2016	864,174	$ 3.31	6.04		
Options Granted	-	-	-	-	
Options Exercised	(41,667)	1.92			
Options Forfeited	-	-			
Outstanding at April 2, 2016	822,507	$ 3.38	5.76		$ 824,000
Exercisable at April 2, 2016	815,007	$ 3.37	5.73		$ 820,000

The aggregate intrinsic values in the table above are based on the Company's stock price of $4.29, which is the closing price of the Company's stock adjusted for the effect of 1 for 3 reverse split, on the last day of business for the period ended April 2, 2016. The aggregate intrinsic values for options exercised during the three months ended April 2, 2016 was approximately $98,000.

Note 9. Stock Issuance

On March 11, 2016, the Company entered into Securities Purchase Agreement ("SPA") with a certain existing stockholder to raise $500,000 in a registered direct offering. Pursuant to the SPA, the Company sold a total of 128,205 Units at a purchase price of $3.90 per Unit, with each Unit consisting of one share of the Company's common stock and a warrant to purchase one half of a share of common stock (64,103 total) with an exercise price of $4.80 and a term of 3 years. The estimated fair value of the warrant was approximately $108,000 and the warrant was determined to be classified as equity. The fair value was estimated at the date of issuance using the Black-Scholes based valuation model. The table below outlines the assumptions for the warrant issued.

	March 11, 2016
Fair value of common stock	$ 4.41
Contractual term	3.0 years
Volatility	60.00%
Risk-free rate	1.16%
Expected dividends	0.00%

Note 10. Warrants

The following table summarizes activity of warrants at April 2, 2016 and changes during the three months then ended:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at January 2, 2016	423,007	$ 4.02	3.07	
Warrants Issued	64,103	$ 4.80		
Warrants Exercised	-	-		
Warrants Expired	-	-		
Outstanding and exercisable at April 2, 2016	487,110	$ 4.12	2.83	$ 171,000

The aggregate intrinsic value in the table above is based on the Company's stock price of $4.29, which is the closing price of the Company's stock adjusted for the effect of 1 for 3 reverse split, on the last day of business for the period ended April 2, 2016.

Note 11. 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 April 2, 2016	Ingredients segment	Core Standards and Contract Servicessegment	Scientific and Regulatory Consulting segment	Other	Total
Net sales	$ 4,600,626	$ 2,583,666	$ 147,653	$ -	$ 7,331,945
Cost of sales	2,099,162	1,671,984	109,380	-	3,880,526
Gross profit	2,501,464	911,682	38,273	-	3,451,419
Operating expenses:					
Sales and marketing	331,743	209,379	3,600	-	544,722
Research and development	464,072	-	-	-	464,072
General and administrative	-	-	-	1,988,559	1,988,559
Operating expenses	795,815	209,379	3,600	1,988,559	2,997,353
Operating income (loss)	$ 1,705,649	$ 702,303	$ 34,673	$ (1,988,559)	$ 454,066

Three months ended April 4, 2015	Ingredients segment	Core Standards and Contract Services segment	Scientific and Regulatory Consulting segment	Other	Total
Net sales	$ 2,680,341	$ 2,300,043	$ 280,587	$ -	$ 5,260,971
Cost of sales	1,603,176	1,573,784	156,387	-	3,333,347
Gross profit	1,077,165	726,259	124,200	-	1,927,624
Operating expenses:					
Sales and marketing	274,624	310,944	209	-	585,777
Research and development	121,095	-	-	-	121,095
General and administrative	-	-	-	2,126,836	2,126,836
Operating expenses	395,719	310,944	209	2,126,836	2,833,708
Operating income (loss)	$ 681,446	$ 415,315	$ 123,991	$ (2,126,836)	$ (906,084)

At April 2, 2016	Ingredients segment	Core Standards and Contract Services segment	Scientific and Regulatory Consulting segment	Other	Total
Total assets	$ 9,566,763	$ 3,268,647	$ 89,354	$ 3,608,972	$ 16,533,736

At January 2, 2016	Ingredients segment	Core Standards and Contract Services segment	Scientific and Regulatory Consulting segment	Other	Total
Total assets	$ 9,105,502	$ 3,306,624	$ 111,765	$ 6,225,318	$ 18,749,209

Disclosure of major customers

During the three months ended April 2, 2016, Customer C in our ingredients segment accounted for 27.4% of the Company's total sales. For the three months ended April 4, 2015, we did not have any customers who accounted for more than 10% of the Company's total sales.

Note 12. Related-Party Transactions

On August 28, 2015, the Company entered into an Exclusive Supply Agreement (the "Supply Agreement") with Healthspan Research, LLC ("Healthspan"). Under the terms of the Supply Agreement, Healthspan agreed to purchase NIAGEN® from the Company and the Company granted to Healthspan worldwide rights for resale of specific dietary supplements containing NIAGEN® in certain markets.

Pursuant to the terms of the Supply Agreement, in exchange for a 4% equity interest in Healthspan, the Company agreed to initially supply NIAGEN® to Healthspan free of charge and thereafter at a fixed price and, in exchange for an additional 5% equity interest in Healthspan, the Company will grant to Healthspan certain exclusive rights to resell NIAGEN® in certain direct response channels. Healthspan will pay the Company royalties on the cumulative worldwide net sales of its finished products containing NIAGEN®. The exclusivity rights will remain for so long as Healthspan meets certain minimum purchase requirements. In the event that, during the initial term, the Company terminates the exclusivity rights due to failure to meet the minimum purchase requirements or for any reason other than a material breach of the Supply Agreement by Healthspan, then the 5% equity interest shall be automatically redeemed for a purchase price of $1.00 effective upon the date of termination of the exclusivity rights.

In connection with the foregoing, also on August 28, 2015, the Company and Healthspan entered into an interest purchase agreement and limited liability company agreement pursuant to which the Company was issued 9% of the outstanding equity interests of Healthspan. Rob Fried, a director of the Company, is the manager of Healthspan and owns 91% of the outstanding equity interests of Healthspan. The Supply Agreement, interest purchase agreement and limited liability company agreement were unanimously approved by the independent directors of the Company.

During the three months ended April 2, 2016, the Company shipped NIAGEN® to Healthspan on a buy-one-get-one-free basis. Our cost of NIAGEN® supplied free of charge was approximately $20,000 and this was recorded as a long term investment at our cost. The Company has applied the cost method of accounting for this equity investment as the Company does not have an ability to exercise significant influence on Healthspan.

Note 13. Commitments and Contingencies

On February 29, 2016, the Company entered into a lease amendment to extend the term of the lease for its laboratory facility located in Boulder, Colorado through April 2023. Pursuant to the lease amendment, the Company will make monthly lease payments ranging from $23,472 to $27,210, as the payments escalate during the term of the lease.

On March 4, 2016, the Company entered into a lease amendment to lease an office space located in Rockville, Maryland through April 2021. Pursuant to the lease amendment, the Company will make monthly lease payments ranging from $3,450 to $3,883, as the payments escalate during the term of the lease.

Subsequent to the three-month period ended April 2, 2016, the Company entered into a lease to lease an office and laboratory space located in Longmont, Colorado through September 2023. Pursuant to the lease, the Company will make monthly lease payments ranging from $8,586 to $11,518, as payments escalate during the term of the lease.

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

Certain statements in this Management's Discussion and Analysis ("MD&A"), other than purely historical information, including estimates, projections, statements relating to our business plans, objectives and expected operating results, and the assumptions upon which those statements are based, are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "may," "would," "expect," "intend," "could," "estimate," "should," "anticipate," or "believe," and similar expressions. Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties which may cause actual results to differ materially from the forward-looking statements. We undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events, or otherwise. Readers should carefully review the risk factors and related notes included under Item 1A of our Annual Report on Form 10-K for the year ended January 2, 2016 filed with the Securities and Exchange Commission on March 17, 2016.

The following MD&A is intended to help readers understand the results of our operation and financial condition, and is provided as a supplement to, and should be read in conjunction with, our Interim Unaudited Financial Statements and the accompanying Notes to Interim Unaudited Financial Statements under Part 1, Item 1 of this Quarterly Report on Form 10-Q.

Growth and percentage comparisons made herein generally refer to the three months ended April 2, 2016 compared with the three months ended April 4, 2015 unless otherwise noted. Unless otherwise indicated or unless the context otherwise requires, all references in this document to "we," "us," "our," the "Company," and similar expressions refer to ChromaDex Corp., and depending on the context, its subsidiaries.

Overview

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

As of April 2, 2016, the Company had approximately $2,996,000 cash and cash equivalents on hand. 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 May 13, 2017. We may, however, seek additional capital prior to May 13, 2017, both to meet our projected operating plans after May 13, 2017 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 income (loss) for the three-month periods ending on April 2, 2016 and April 4, 2015 were as follows:

	Three months ending	
	April 2, 2016	April 4, 2015
Net sales	**$ 7,332,000**	$ 5,261,000
Net income (loss)	**256,000**	(1,026,000)
Basic income (loss) per common share	**$ 0.01**	$ (0.03)
Diluted income (loss) per common share	**$ 0.01**	$ (0.03)

Subject to available financial resources, we plan to continue to increase research and development efforts for our line of proprietary ingredients and invest in a pilot plant facility that has the capability of manufacturing at a process scale for products that we are planning to take to market as well as to explore cost savings processes for existing products.

Net Sales

Net sales consist of gross sales less discounts and returns.

	Three months ending		
	April 2, 2016	April 4, 2015	Change
Net sales:			
Ingredients	**$ 4,600,000**	$ 2,680,000	72%
Core standards and contract services	**2,584,000**	2,300,000	12%
Scientific and regulatory consulting	**148,000**	281,000	-47%
Total net sales	**$ 7,332,000**	$ 5,261,000	39%

- The increase in sales for the ingredients segment is mainly due to increased sales of "NIAGEN®."
- The increase in sales for the core standards and contract services segment is primarily due to increased sales of analytical testing and contract services.
- The decrease in sales for the scientific and regulatory consulting segment is due to the timing of completion of consulting projects for customers and a further emphasis on intercompany work supporting our ingredients segment.

Cost of Sales

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

	Three months ending			
	April 2, 2016		April 4, 2015	
	Amount	% of net sales	Amount	% of net sales
Cost of sales:				
Ingredients	**$ 2,099,000**	46%	$ 1,603,000	60%
Core standards and contract services	**1,672,000**	65%	1,574,000	68%
Scientific and regulatory consulting	**110,000**	74%	156,000	56%
Total cost of sales	**$ 3,881,000**	53%	$ 3,333,000	63%

The cost of sales, as a percentage of net sales, decreased 10%.

- The decrease in cost of sales, as a percentage of net sales, for the ingredients segment is largely due to price reductions from our suppliers through increased purchase volumes.
- The cost of sales, as a percentage of net sales for the core standards and contract services segment decreased 3%. 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.
- The percentage increase in cost of sales for the scientific and regulatory consulting segment is largely due to completing less consulting projects as fixed labor costs make up the majority 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		
	April 2, 2016	April 4, 2015	Change
Gross profit:			
Ingredients	**$ 2,501,000**	$ 1,077,000	132%
Core standards and contract services	**912,000**	727,000	25%
Scientific and regulatory consulting	**38,000**	124,000	-69%
Total gross profit	**$ 3,451,000**	$ 1,928,000	79%

- The increased gross profits for the ingredients segment is due to the increased sales of the ingredient portfolio we offer, coupled with lower prices from our suppliers due to increased purchase volumes.
- The increased gross profit for the core standards and contract services segment is 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 higher profit margin.
- The decreased gross profit for the scientific and regulatory consulting segment is largely due to the decrease in sales which resulted in a lower labor utilization rate.

Operating Expenses-Sales and Marketing

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

	Three months ending		
	April 2, 2016	April 4, 2015	Change
Sales and marketing expenses:			
Ingredients	**$ 332,000**	$ 275,000	21%
Core standards and contract services	**209,000**	311,000	-33%
Scientific and regulatory consulting	**4,000**	-	
Total sales and marketing expenses	**$ 545,000**	$ 586,000	-7%

- For the ingredients segment, the increase is largely due to increased marketing efforts for our line of proprietary ingredients.
- For the core standards and contract services segment, the decrease is largely due to making certain operational changes as certain personnel who were previously assigned to sales and marketing group were moved to an administrative group. We do anticipate increased expenses going forward as we increase marketing efforts.
- For the scientific and regulatory consulting segment, we did not incur any sales and marketing expenses for the three-month period ended April 4, 2015.

Operating Expenses-Research and Development

Research and Development Expenses mainly consist of clinical trials and process development expenses for our line of proprietary ingredients.

	Three months ending		
	April 2, 2016	April 4, 2015	Change
Research and development expenses:			
Ingredients	**$ 464,000**	$ 121,000	283%

- All our research and development efforts are for the ingredients segment. For the three-month period ended April 2, 2016, we increased our research and development efforts with a focus on our "NIAGEN®" brand.

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		
	April 2, 2016	April 4, 2015	Change
General and administrative	**$ 1,989,000**	$ 2,127,000	-6%

- One of the factors that contributed to the decrease in general and administrative expense was a decrease in share-based compensation. For the three-month period ended April 2, 2016, our share-based compensation decreased to approximately $324,000, compared to approximately $716,000 for the comparable period in 2015. The decrease in share-based compensation expense was offset by the increase of approximately $121,000 in expenses associated with administrative staff. We made certain operational changes as certain personnel who were previously assigned to sales and marketing group were moved to an administrative group in 2016. We anticipate increased general and administrative expenses going forward as our operations continue to grow.

Non-operating income- Interest Income

Interest income consists of interest earned on money market accounts. Interest income for the three-month period ended April 2, 2016 was approximately $1,000, identical compared to approximately $1,000 for the three-month period ended April 4, 2015.

Non-operating Expenses- Interest Expense

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

	Three months ending		
	April 2, 2016	April 4, 2015	Change
Interest expense	**$ 188,000**	$ 120,000	57%

- The increase in interest expense was mainly 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.

Income Taxes

At April 2, 2016 and April 4, 2015, the Company maintained a full valuation allowance against the entire deferred income tax balance which resulted in an effective tax rate of 4% for the three-month period ended April 2, 2016 and 0% for the three-month period ended April 4, 2015.

Depreciation and Amortization

Depreciation expense for the three-month period ended April 2, 2016, was approximately $83,000 as compared to $67,000 for the three-month period ended April 4, 2015. 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 three-month period ended April 2, 2016, was approximately $11,000 as compared to $10,000 for the three-month period ended April 4, 2015. We amortize intangible assets using a straight-line method over 10 years.

Liquidity and Capital Resources

From inception and through April 2, 2016, we have incurred aggregate losses of approximately $42 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.

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 May 13, 2017, we may seek additional capital prior to May 13, 2017, both to meet our projected operating plans through and after May 13, 2017 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 May 13, 2017, we will revise our projected operating plans accordingly.

Net cash used in operating activities

Net cash used in operating activities for the three months ended April 2, 2016 was approximately $2,896,000 as compared to approximately $591,000 for the three months ended April 4, 2015. Decreases in accounts payable and increases in trade receivables were the largest uses of cash during the three-month period ended April 2, 2016. Net cash used in operating activities for the three months ended April 4, 2015 largely reflects a decrease in accounts payable and an increase in trade receivables along with the net loss.

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

Net cash used in investing activities

Net cash used in investing activities was approximately $32,000 for the three months ended April 2, 2016, compared to approximately $101,000 for the three months ended April 4, 2015. Net cash used in investing activities for the three months ended April 2, 2016 mainly consisted of purchases of leasehold improvements and equipment and intangible assets. Net cash used in investing activities for the three months ended April 2, 2016 also mainly consisted of purchases of leasehold improvements and equipment and intangible assets.

Net cash provided by (used in) financing activities

Net cash provided by financing activities was approximately $374,000 for the three months ended April 2, 2016, compared to approximately $57,000 used in for the nine months ended April 4, 2015. Net cash provided by financing activities for the three months ended April 2, 2016 mainly consisted of proceeds from issuance of our common stock and warrants through a private offering to our existing stockholder, offset by principal payments on loan payable and capital leases. Net cash used in financing activities for the three months ended April 4, 2015 mainly consisted of principal payments on capital leases.

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 three months ended April 2, 2016, we had no significant 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 2, 2016 and filed with the Commission on March 17, 2016.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

The Company had an outstanding loan payable of approximately $4.85 million at April 2, 2016. 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.

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 three months ended April 2, 2016 and April 4, 2015 had a significant impact on our results of operations.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 under the Securities Exchange Act of 1934 as of the end of the period covered by this Quarterly Report on Form 10-Q. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Based on our evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of April 2, 2016, our disclosure controls and procedures are designed at a reasonable assurance level and are effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There are no changes 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 first 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 1A. RISK FACTORS

There have been no changes to the risk factors set forth in our Annual Report on Form 10-K for the fiscal year ended January 2, 2016.

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	Supply Agreement, effective as of February 3, 2014, between Elysium Health, Inc. and ChromaDex, Inc. (1)
10.2	Supply Agreement, effective as of June 26, 2014, between Elysium Health, Inc. and ChromaDex, Inc. (1)
10.3	Amendment to Supply Agreement, effective as of February 19, 2016, between Elysium Health, Inc. and ChromaDex, Inc. (1)
10.4	Addendum to the NIAGEN® Supply Agreement, effective as of June 26, 2014, between 5Linx Enterprises, Inc. and ChromaDex, Inc. (1)
10.5	First Amendment to NIAGEN® Supply Agreement, effective as of March 31, 2015, between 5Linx Enterprises, Inc. and ChromaDex, Inc. (1)
10.6	Second Amendment to NIAGEN® Supply Agreement, effective as of March 3, 2016, between 5Linx Enterprises, Inc. and ChromaDex, Inc. (1)
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.

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

Date: May 12, 2016

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

Exhibit 10.1

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

SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT (this "Agreement") is entered into as of February 3rd, 2014 (the "Effective Date"), between ChromaDex, Inc., a California corporation ("ChromaDex"), having a place of business at 10005 Muirlands Blvd., Suite G, Irvine, CA 92618, and Elysium Health, LLC, a Florida limited liability corporation ("Elysium Health"), having a place of business at 200 Congress Park Drive, Suite 205, Delray Beach, FL 33445.

WHEREAS, ChromaDex has rights in, and provides supply of, Niagen (as defined below).

WHEREAS, Elysium Health desires to develop dietary supplements containing Niagen for use in the Field.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree as follows:

1. DEFINITIONS

1.1 "Affiliate" shall mean, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with, such Person. A Person shall be regarded as in control of another Person if it owns, or directly or indirectly controls, at least fifty percent (50%) of the voting stock or other ownership interest of the other Person, or if it directly or indirectly possesses the power to direct or cause the direction of the management and policies of the other Person by any means whatsoever.

1.2 "Facility" means any facility where Niagen that is supplied by ChromaDex under this Agreement is Manufactured.

1.3 "cGMPs" mean current good manufacturing practices (i) as described in Parts 210 and 211 of Title 21 of the United States' Code of Federal Regulations and the latest FDA guidance documents pertaining to manufacturing and quality control practice, and (ii) as applicable in each other country in which Elysium Health advises ChromaDex in writing that Niagen products are intended to be sold; all as updated, amended and revised from time to time.

1.4 "Confidential Information" shall mean, with respect to a party, all information of any kind whatsoever, and all tangible and intangible embodiments thereof of any kind whatsoever, which is disclosed by such party to the other party and is marked, identified as or otherwise acknowledged to be confidential at the time of disclosure to the other party. Notwithstanding the foregoing, Confidential Information of a party shall not include information which the other party can establish by written documentation (a) to have been publicly known prior to disclosure of such information by the disclosing party to the other party, (b) to have become publicly known, without fault on the part of the other party, subsequent to disclosure of such information by the disclosing party to the other party, (c) to have been received by the other party at any time from a source, other than the disclosing party, rightfully having possession of and the right to disclose such information, (d) to have been otherwise known by the other party prior to disclosure of such information by the disclosing party to the other party, or (e) to have been independently developed by employees or agents of the other party without access to or use of such information disclosed by the disclosing party to the other party. For the avoidance of doubt, all Royalty Reports and any information concerning the pricing and sale of Niagen products shall be Elysium Health Confidential Information for purposes of this Agreement.

1.5 "Excluded Products" means topical skincare or cosmetic products and any and all dietary supplements in the form of a melt (melting or dissolvable tablet or delivery system).

1.6 "Excluded Field" means the doctor channel and the Multi-Level Marketing channel.

1.7 "Field" shall mean the sale of dietary supplements in any channel within the Territory, except for those in the Excluded Field so long as Elysium Health provides written notice to ChromaDex thirty (30) days prior to selling in a new channel of distribution.

1.8 "FDA" means the United States Food and Drug Administration and any successor agency or entity that may be established thereafter.

1.9 "First Commercial Sale" shall mean, with respect to any finished product containing Niagen, the first sale for use or consumption by the general public of such product.

1.10 "Force Majeure" shall mean a failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority.

1.11 "Manufacture" means the manufacturing, processing, formulation, supplying, testing, packaging, labeling, storing and preparing for shipment of the Niagen supplied by ChromaDex under this Agreement.

1.12 "Niagen" shall mean the dietary ingredient comprised of nicotinamide riboside (NR) chloride supplied by ChromaDex and conforming to the specifications set forth on Exhibit A.

1.13 "Person" shall mean an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

1.14 "Territory" shall mean the United States and Canada and can be expanded by mutual agreement of the parties in writing.

1.15 "Third Party" shall mean any Person other than ChromaDex, Elysium Health and their respective Affiliates.

2. REPRESENTATIONS AND WARRANTIES

2.1 Mutual Representations and Warranties. Each party hereby represents and warrants to the other party as follows:

2.1.1 Corporate Existence. Such party is a corporation duly organized, validly existing and in good standing under the laws of the state in which it is incorporated.

2.1.2 Authorization and Enforcement of Obligations. Such party (a) has the corporate power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder, and (b) has taken all necessary corporate action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms.

2.1.3 No Consents. All necessary consents, approvals and authorizations of all governmental authorities and other Persons required to be obtained by such party in connection with this Agreement have been obtained.

2.1.4 No Conflict. The execution and delivery of this Agreement and the performance of such party's obligations hereunder (a) do not conflict with or violate any requirement of applicable laws or regulations, and (b) do not conflict with, or constitute a default under, any contractual obligation of such party.

3. SUPPLY

ChromaDex shall sell and deliver, and Elysium Health shall purchase from ChromaDex, such Niagen as Elysium Health orders from time to time on the terms and subject to the conditions set forth below:

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

3.1 Price. With respect to all Niagen provided by ChromaDex to Elysium Health under this Agreement Elysium Health shall pay to ChromaDex a maximum price of [*] US dollars per kilogram ($[*] per kg) ("Maximum Price"); If, at any time during the Term, ChromaDex supplies Niagen (or a substantially similar product) to a Third Party at a price that is lower than that at which Niagen is supplied to Elysium Health under this Agreement, then the price of Niagen supplied under this Agreement shall be revised to such Third Party price with effect from the date of the applicable sale to such Third Party and ChromaDex shall promptly provide Elysium Health with any refund or credits thereby created; provided Elysium Health purchases equal volumes or higher volumes than the Third Party. For the sake of clarity this Section does not apply to inter-Affiliate transfers.

3.2 Delivery. All the Niagen supplied under this Agreement shall be shipped FCA (INCOTERMS 2010) from the ChromaDex dock. Elysium Health shall be responsible for all freight, insurance charges, taxes, import and export duties, inspection fees and other charges applicable to the sale and transport of the Niagen purchased by Elysium Health hereunder. Title and risk of loss and damages to the Niagen purchased by Elysium Health hereunder shall pass to Elysium Health upon delivery of Niagen to a common carrier at ChromaDex dock and Elysium Health shall be fully responsible, and shall hold ChromaDex harmless for and assume all risk of loss, destruction of or damage to the Niagen. Loss or damage to the Niagen after risk of loss has passed to Elysium Health will not release or excuse Elysium Health from its obligations under this Agreement to ChromaDex, including the obligation to make full payment of the purchase price.

3.3 Sales and Use Taxes. Elysium Health shall pay any federal, state, county or municipal sales or use tax, excise or similar charge, or other tax assessment (other than that assessed against income), assessed or charged on the sale of the Niagen sold to it pursuant to this Agreement.

3.4 Payments. Elysium Health shall pay ChromaDex within thirty (30) days from the date of the applicable invoice by ChromaDex to Elysium Health for all Niagen purchased hereunder. Elysium Health shall make all payments under the Agreement to ChromaDex in United States dollars to ChromaDex's account in a financial institution located in the United States.

3.5 Orders. Elysium Health shall make all purchases hereunder by submitting firm purchase orders to ChromaDex. Each such purchase order shall be in writing in a form reasonably acceptable to ChromaDex, and shall specify the quantity ordered, the transfer price therefor under Section 3.1 above, the place of delivery and the required delivery date therefor, which shall not be less than thirty (30) days after the date of such purchase order. In the event of a conflict between the terms and conditions of any purchase order or invoice or other purchasing document and this Agreement, the terms and conditions of this Agreement shall prevail.

3.6 Returned Niagen. If any Niagen does not conform to the specifications set forth on Exhibit A, any rejection or revocation of acceptance by Elysium Health must be made within thirty (30) days of delivery and any attempted rejection or revocation of acceptance of the Niagen made thereafter shall be null and void unless agreed to in writing by ChromaDex, except that, notwithstanding the foregoing, in the event that a defect in the Niagen could not reasonably be discovered within such thirty (30) day period ("Latent Defect"), Elysium Health shall have the right to reject such Niagen within fifteen (15) days after discovering the Latent Defect. Failure to make a claim within such period shall be conclusive evidence that the Niagen was supplied in accordance with the specifications set forth on Exhibit A. Subject to the foregoing, Elysium Health shall return the nonconforming Niagen to ChromaDex in accordance with the reasonable instructions of ChromaDex or, on ChromaDex's request, dispose of such nonconforming Niagen. In both cases all costs shall be borne by ChromaDex. Should any Niagen be returned as provided above, ChromaDex shall replace the returned Niagen as soon as reasonably practicable. Such replacement Niagen shall be at no additional cost to Elysium Health if Elysium Health had previously paid ChromaDex for the returned Niagen.

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

3.7 Limited Warranty and Disclaimer of all other Warranties. (a) CHROMADEX WARRANTS THAT THE NIAGEN SOLD HEREUNDER SHALL BE (i) MANUFACTURED IN ACCORDANCE WITH cGMP AND APPLICABLE LAWS AND REGULATIONS IN THE UNITED STATES AND (ii) SHALL CONFORM TO THE SPECIFICATIONS SET FORTH ON EXHIBIT A; (b) EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.7(a) HEREOF, CHROMADEX HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE NIAGEN, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CHROMADEX HAS NOT MADE ANY RECOMMENDATION TO ELYSIUM HEALTH REGARDING THE USE OR SUBSEQUENT SALE OF THE NIAGEN. ELYSIUM HEALTH ASSUMES ALL RISKS AND LIBAILITIES FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE USE OR SUBSEQUENT SALE OF THE NIAGEN, EITHER ALONE OR IN COMBINATION WITH OTHER INGREDIENTS. ELYSIUM HEALTH HAS SATISFIED ITSELF THAT THE NIAGEN AND THE PURPOSE FOR WHICH IT WILL BE USED AND/OR SOLD IS IN COMPLIANCE WITH THE LAWS OF THE RELEVANT COUNTRIES; (c) ELYSIUM HEALTH'S EXCLUSIVE REMEDY AND CHROMADEX'S EXCLUSIVE LIABILITY FOR SHIPMENT OF NON-CONFORMING NIAGEN SHALL BE LIMITED TO, AT CHROMADEX'S SOLE OPTION, EITHER REPLACEMENT OF THE NON-CONFORMING NIAGEN OR A REFUND OF THE PURCHASE PRICE PAID. EXCEPT AS SET FORTH IN SECTION 3.6: (x) ALL CLAIMS MADE WITH RESPECT TO THE PRODUCT SHALL BE DEEMED WAIVED BY ELYSIUM HEALTH UNLESS MADE IN WRITING AND RECEIVED BY CHROMADEX WITHIN THIRTY (30) DAYS OF DELIVERY; (y) ELYSIUM HEALTH MUST MAKE ANY CLAIM FOR NON-COMFORMING NIAGEN, BREACH OF WARRANTY WITH RESPECT TO THE NIAGEN SOLD, OR ANY CLAIM OF ANY NATURE WHATSOEVER WITH RESPECT TO THE NIAGEN SOLD HEREUNDER IN WRITING WITHIN THIRTY (30) DAYS AFTER ELYSIUM HEALTH'S RECEIPT OF NIAGEN; AND (z) ELYSIUM HEALTH IRREVOCABLY WAIVES AND RELEASES ALL CLAIMS THAT ARE NOT PROPERLY MADE WITHIN SAID PERIOD.

3.8 Regulatory Requirements. ChromaDex shall keep Elysium Health reasonably and timely informed of regulatory developments related to Niagen throughout the Territory. Without limiting the foregoing, ChromaDex represents and warrants that to the best of its knowledge Niagen may be lawfully sold under the Federal Food, Drug, and Cosmetic Act (as amended, including by the Dietary Supplement Nonprescription Drug Consumer Protection Act).

3.9 Product Safety. ChromaDex shall promptly inform Elysium Health in writing of any information concerning or that can potentially impact the safety, identity, strength, quality or purity of any Niagen of which it becomes aware, and shall provide supporting documentation. Without limiting the foregoing, ChromaDex further agrees to notify Elysium Health within five (5) days if it receives notice of a serious adverse event, as defined in the Dietary Supplement Nonprescription Drug Consumer Protection Act, associated with an Elysium Health product containing Niagen, or to the extent legally obligated to do so.

3.10 Niagen Control. Each shipment of Niagen by ChromaDex shall contain a Certificate of Analysis providing an identifying lot number, expiration date, and lot-specific quality control report.

3.11 Minimum Purchase Commitments. Elysium Health shall order and pay for at least the minimum quantities of Niagen for each of the periods specified below.

Period	Length of Period	Minimum Purchase Commitment for the Applicable Period
1	12 months commencing upon date of First Commercial Sale	[*] kilograms ([*] kgs)
2	12 months commencing on the expiration of period 1 above	[*] kilograms ([*] kgs)
3	12 months commencing on the expiration of period 2 above	[*] kilograms ([*] kgs)
	Each subsequent successive 12 month period, the first such period commencing on the expiration of period 3 above	To be negotiated in good faith within 90 days prior to the expiration of such period 3.

If Elysium Health fails to make First Commercial Sale of Niagen six (6) months from the Effective Date, or if Elysium Health fails to meet the minimum purchase requirements set forth herein, ChromaDex, at its sole option and discretion, and upon written notice to Elysium Health, has the right to terminate this Agreement.

3.12 Patent Marking. During the Term, Elysium Health will ensure proper patent marking for all uses of Niagen, all Niagen product shall be marked as follows:

"Patent: See www.chromadex.com/ingredients/patents;"

https://chromadex.com/Ingredients/Patents.html;

or as mutually agreed to in writing by the Parties.

4. CONFIDENTIALITY

4.1 Confidential Information. During the Term, and for a period of five (5) years following the termination hereof, each party shall maintain in confidence all Confidential Information disclosed by the other party, and shall not use, disclose or grant the use of the Confidential Information except on a need-to-know basis to those Affiliates, directors, officers, employees, consultants, clinical investigators, contractors, agents, or permitted assignees, to the extent such disclosure is reasonably necessary in connection with such party's activities as expressly authorized by this Agreement. To the extent that disclosure is authorized by this Agreement, prior to disclosure, each party hereto shall obtain agreement of any such person or entity to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement. Each party shall notify the other promptly upon discovery of any unauthorized use or disclosure of the other party's Confidential Information.

4.2 Terms of this Agreement. Except as otherwise provided in Section 7.1 above, neither party shall disclose any terms or conditions of this Agreement to any Third Party without the prior consent of the other party. Notwithstanding the foregoing, prior to execution of this Agreement, the parties have agreed upon the substance of information that can be used to describe the terms of this transaction, and each party may disclose such information, as modified by mutual agreement from time to time, without the other party's consent.

4.3 Permitted Disclosures. The confidentiality obligations contained in this Section 7 shall not apply to the extent that the receiving party (the "Recipient") is required (a) to disclose information by law, order or regulation of a governmental agency or a court of competent jurisdiction, or (b) to disclose information to any governmental agency for purposes of obtaining approval to test or market a Niagen product, provided in either case that the Recipient shall provide written notice thereof to the other party and sufficient opportunity to object to any such disclosure or to request confidential treatment thereof.

5. TERM; TERMINATION

5.1 Term. This Agreement shall be effective as of the Effective Date and shall continue for an initial term of three (3) years (the "Initial Term"). At the end of the Initial Term, this Agreement shall continue automatically for successive additional one (1) year periods (each a "Renewal Term," together with the Initial Term, the "Term") under the same terms and conditions hereunder until terminated in accordance with the terms of Section 5.2.

5.2 Termination. This Agreement may be terminated by:

(i) Any Party upon ninety (90) days written notice prior to the end of the Initial Term or any subsequent Renewal Term.

(ii) Any Party in the event that the other Party breaches any material term of this agreement and fails to cure such breach within ninety (90) days following notice thereof from the non-breaching party in writing.

(iii) a Party immediately upon the giving of notice if the other Party files a petition for bankruptcy, is adjudicated bankrupt, takes advantage of the insolvency laws of any state, territory or country, or has a receiver, trustee, or other court officer appointed for its property.

(iv) a Party if an event of Force Majeure (as described in Section 1.9 of this Agreement) with respect to the other Party shall have continued for ninety (90) days or is reasonably expected to continue for more than one hundred eighty (180) days.

5.3 Nonexclusive Rights and Remedies. Termination is not an election of remedies. Except as otherwise specifically provided herein, all rights and remedies of the Parties provided under this Agreement are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement shall not relieve either Party of any liability which has accrued prior to the effective date of such termination, or prejudice either Party's right to obtain performance of any obligation provided for in this Agreement, which by its express terms or context survives termination. Without limiting the foregoing, Sections 4, 5.3, 6 and 7 shall survive the termination of this Agreement.

6. INDEMNIFICATION

6.1 Indemnification. Each party shall defend, indemnify and hold the other party harmless from all losses, liabilities, damages and expenses (including reasonable attorneys' fees and costs) ("Losses") resulting from any claims, demands, actions and other proceedings by any Third Party (a "Claim") to the extent resulting from such party's breach of a representation, warranty or covenant under this Agreement. In addition, (i) ChromaDex shall defend, indemnify and hold Elysium Health harmless from all Losses resulting from any Claims to the extent resulting from ChromaDex's research, development or commercialization of Niagen; and (ii) Elysium Health shall defend, indemnify and hold ChromaDex harmless from all Losses resulting from any Claims to the extent resulting from Elysium Health's research, development or commercialization of Niagen products.

6.2 Procedure. In the event of a Claim, a party (the "Indemnitee") that intends to claim indemnification under this Section shall promptly notify the other party (the "Indemnitor") of such Claim. The Indemnitor shall have the right to assume the defense thereof with counsel selected by the Indemnitor. The indemnity obligations under this Section shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior express written consent of the Indemnitor, which consent shall not be unreasonably withheld or delayed. The failure to deliver notice to the Indemnitor within a reasonable time after notice of any such Claim, if prejudicial to its ability to defend such Claim, shall relieve such Indemnitor of any liability to the Indemnitee under this Section with respect thereto. The Indemnitee, its employees and agents, shall reasonably cooperate with the Indemnitor and its legal representatives in the investigation of any Claim.

7. MISCELLANEOUS

7.1 ChromaDex represents, warrants and covenants that ChromaDex has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder ChromaDex's performance of its obligations under this Agreement. ChromaDex shall notify Elysium Health in writing at least thirty (30) days prior to entering into any agreement with any Third Party with respect to the supply or sale of Niagen in the dietary supplement channel in which Elysium Health has provided written notice to ChromaDex in accordance with Section 1.7 that it would be selling Niagen, and, if Elysium Health notifies ChromaDex within ten (10) days from receipt of such notice that it would like to negotiate an exclusive arrangement relating to the supply or sale of Niagen in such channel, ChromaDex agrees to negotiate in good faith with Elysium Health the terms of such exclusive arrangement; provided that ChromaDex will be entitled to continue to negotiate with such Third Party.

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

7.2 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by one of the parties to the other shall be in writing and addressed to such other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor, and shall be effective upon receipt by the addressee.

If to ChromaDex: ChromaDex, Inc.
10005 Muirlands Blvd., Suite G,
Irvine, CA 92618
Attention: General Counsel

If to Elysium Health: Elysium Health, LLC
200 Congress Park Drive, Suite 205,
Delray Beach, FL 33445
Attention: CEO

7.3 Assignment. Except as otherwise expressly provided under this Agreement neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred (whether voluntarily, by operation of law or otherwise), without the prior express written consent of the other party; provided, however, that either party may, without such consent, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment or transfer in violation of this Section 7.3 shall be void.

7.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof.

7.5 Entire Agreement. This Agreement and the Trademark License and Royalty Agreement entered into between the parties as of the Effective Date contains the entire understanding of the parties with respect to the subject matter hereof. All express or implied representations, agreements and understandings, either oral or written, heretofore made are expressly superseded by this Agreement.

7.6 Amendment. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

7.7 Insurance. Each Party shall carry liability insurance at a sufficient level to meet its obligations and liability under this Agreement.

7.8 Independent Contractors. Each party hereby acknowledges that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of the other party to do so.

7.9 Severability. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof and without affecting the validity or enforceability of any of the terms of this Agreement in any other jurisdiction.

7.10 Waiver. The waiver by a party of any right hereunder, or of any failure to perform or breach by the other party hereunder, shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other party hereunder whether of a similar nature or otherwise.

7.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[*] 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 have executed this Agreement as of the Effective Date.

CHROMADEX, INC.

By /s/ Frank Jaksch

Title CEO

ELYSIUM HEALTH, LLC

By /s/ Eric Marcotulli

Title CEO

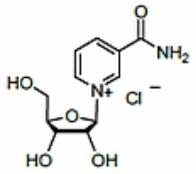
[*] INDICATES CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND HAS BEEN FILED SEPARATELY WITH THE COMMISSION

EXHIBIT A

Niagen Specifications

PRODUCT NAME	β-Nicotinamide Riboside Chloride
PART NUMBER	ASB-00014315
GRADE	Dietary Supplement
DOCUMENT NUMBER	
DATE	11/6/2013
DOCUMENT REVISION	1

Structure



CHEMICAL NAMES	3-(Aminocarbonyl)-1-β-D-ribofuranosyl-pyridinium chloride (1:1)
CHEMICAL FORMULA	$C_{11}H_{15}N_2O_5 \cdot Cl$
MOLECULAR WEIGHT (MW)	290.70
CHEMICAL FAMILY	Vitamin Derivatives
CAS NUMBER	23111-00-4
SOURCE	Synthetic

SPECIFICATION	METHOD	ACCEPTANCE CRITERIA
Physical Characteristics		
Description		Free flowing powder
Color	Visual	Off white to Light Brown
Odor		Neutral
Particle Size	Rotary Screen	NLT 100% thru US STD 50mesh
Identity		
β-Nicotinamide Riboside Chloride	NMR	Conforms to structure
Purity		
β-Nicotinamide Riboside Chloride	HPLC – UV (Weight %)	NLT 90%
Other Impurities (methyl ester, mono acetate, unknown peak, nicotinamide)	HPLC-UV (Area %)	Report
Chloride Ion	ICP-MS (Weight %)	Report
Moisture	Karl Fisher (Weight %)	Report
Residual Solvent		
See Appendix	GC-Headspace	ICH Limits
Heavy Metals		
Lead	ICP, AOAC 993.14 2000	NMT 0.5 ppm
Arsenic	ICP, AOAC 993.14 2000	NMT 1.0 ppm
Cadmium	ICP, AOAC 993.14 2000	NMT 1.0 ppm
Mercury	ICP, AOAC 993.14 2000	NMT 1.0 ppm
Microbiological		
Total Plate Count	USP2030(h)	NMT 1000 CFU/g
Yeast & Mold	USP2030(h)	NMT 1000 CFU/g
E. Coli	Internal	NMT 10 CFU/g

Exhibit 10.2

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

SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT (the "Agreement"), is made and entered into as of June 26, 2014 (the "Effective Date") by and between Elysium Health, LLC, a Florida limited liability corporation having a place of business at 200 Congress Park Drive, Suite 205, Delray Beach, FL 33445 and ChromaDex Inc., a California corporation with principal offices located at 10005 Muirlands, Blvd, Suite G, Irvine, CA 92618, USA.

R E C I T A L S

WHEREAS, the Seller (as defined below) has developed a novel and proprietary ingredient, pterostilbene, with the trade name pTeroPure(R) ("the Product").

WHEREAS, the Buyer (as defined below) desires to purchase the Product from Seller and Seller desires to sell Product to Buyer subject to the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of the mutual premises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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).

"Buyer" means Elysium Health, LLC, collectively with any Affiliate of such party.

"Confidential Information" shall mean, with respect to a party, all information of any kind whatsoever, and all tangible and intangible embodiments thereof of any kind whatsoever, which is disclosed by such party to the other party and is marked, identified as or otherwise acknowledged to be confidential at the time of disclosure to the other party. Notwithstanding the foregoing, Confidential Information of a party shall not include information which the other party can establish by written documentation (a) to have been publicly known prior to disclosure of such information by the disclosing party to the other party, (b) to have become publicly known, without fault on the part of the other party, subsequent to disclosure of such information by the disclosing party to the other party, (c) to have been received by the other party at any time from a source, other than the disclosing party, rightfully having possession of and the right to disclose such information without obligation of confidentiality to the disclosing party, (d) to have been otherwise known by the other party prior to disclosure of such information by the disclosing party to the other party, or (e) to have been independently developed by employees or agents of the other party without access to or use of such information disclosed by the disclosing party to the other party.

"Finished Products" shall mean the Buyer's finished product containing Product.

"Good Manufacturing Practices" shall mean good manufacturing practices and quality system regulations set forth by any Regulatory Authority of a country in which the Finished Products shall be manufactured or sold, and if the Product is manufactured outside of the Territory, the good manufacturing practices and quality system regulations in the country in which the Product is manufactured; all as updated, amended and revised from time to time.

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

"Specification" shall mean the description the Product set forth on Exhibit A.

"Territory" shall mean the United States.

"Seller" means ChromaDex, Inc., its Affiliates and their respective successors and assigns.

2. Ordering, Purchase Price and Payment.

2 . 1 Purchase Orders. Buyer shall periodically submit purchase orders for the Product to Seller, which purchase orders shall set forth the specific quantities needed, delivery date and shipping instructions. Such purchase orders shall be submitted to Seller at least thirty (30) days prior to the required delivery date specified therein. Seller does not guarantee fulfillment of any purchase orders submitted on less than thirty (30) day notice, however Seller will use commercially reasonable efforts to fulfill those purchase orders. The minimum purchase order quantity shall be 20kg and purchases must be made in 20kg increments.

2 .2 Purchase Price and Payment. The purchase price for the Product shall be at [*] USD per kilogram ($[*]/kg) (the "Price"). During the Term of this Agreement, the Parties agree to negotiate in good faith price reductions based on volumes purchased. Buyer shall pay for all Product via credit card prior to shipment. Payment terms may be modified after the Effective Date by mutual agreement of the parties in writing. Failure to make prompt and full payment hereunder constitutes a material breach of the Agreement.

3. Obligations.

3.1 Buyer may not re-sell or re-ship the Product in bulk raw material form, unless expressly authorized to do so in writing by Seller.

3.2 For U.S. distribution, on or in labels, packaging, advertising, promotional materials or Internet communications for Buyer's Finished Product, Buyer will only make claims that are substantiated by competent and reliable scientific evidence, and are in compliance with all applicable laws, rules, and regulations. Buyer may not use, in labeling, advertising, promotion or otherwise: (a) any statements or quotations made by or attributed to any investigator who has conducted clinical studies on the Product, or (b) any photographs or other images of such investigators, without (i) the prior written consent of such investigators and the institutions at which such studies were conducted, and (ii) 20 days notification to Seller of such written consent prior to any such use. Buyer will not misrepresent on product labels the amount, quantity or level of the Product contained in the Finished Product. Without limiting Section 9(a), in the event that a third party is used by Buyer to manufacture any of the Finished Product for marketing or sale by Buyer, Buyer hereby guarantees compliance by said third party with the requirements of this Section 3, specifically including compliance with current Good Manufacturing Practices as set forth in 21 CFR section 111 and other applicable rules, regulations, statutes, and laws. In the event that current labeling, packaging or formulations of the Finished Product do not comply with the requirements of this Section 3, Buyer will immediately rectify all nonconforming Finished Product in a manner reasonably acceptable to Seller or Seller reserves the right to immediately terminate this Agreement.

3.3 Patent Marking. During the Term, Buyer will ensure proper patent marking on all Finished Product. All Finished Product shall be marked as follows if the webpage that is accessed through the following link lists out to a patent that claims the Product:

"Patent: See www.ChromaDexPatents.com";

or as mutually agreed to in writing by the Parties.

4. 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, Buyer 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 Products provided by Seller, or in lieu thereof, Buyer shall provide Seller with a tax-exemption certificate acceptable to and considered valid by the applicable taxing authorities.

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

5. Delivery and Risk of Loss. Each shipment of Product by Seller shall contain a Certificate of Analysis providing an identifying lot number, expiration date, and lot-specific quality control report. All sales are FOB\FCA (INCOTERMS 2010) Seller's U.S. dock. Risk of loss, destruction of or damage to the Product shall be Seller's until delivery of the Product to a common carrier at Seller's U.S. dock. Thereafter, title shall pass to Buyer and Buyer shall be fully responsible, and shall hold Seller harmless, for and assume all risk of loss, destruction of or damage to the Product occurring thereafter. Loss or damage to the Product after risk of loss has passed to Buyer will not release or excuse Buyer from its obligations under this Agreement to Seller, including the obligation to make full payment of the purchase price. Seller 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 Buyer requests special packaging or shipping, any additional cost will be billed to and be the responsibility of Buyer. Buyer acknowledges that Seller cannot accept returns, unless they do not meet the applicable Specifications or are otherwise defective.

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

7. Rejection and Revocation of Acceptance; Regulatory Requirements; Product Safety.

7.1 Rejection and Revocation of Acceptance. Any rejection or revocation of acceptance of Product by Buyer must be made within thirty (30) days of delivery of Product and any attempted rejection or revocation of acceptance of such Product made thereafter shall be null and void unless agreed to in writing by Seller, except that, notwithstanding the foregoing, in the event that a defect in the Product could not reasonably be discovered within such thirty (30) day period ("Latent Defect"), Buyer shall have the right to reject such Product within fifteen (15) days after discovering the Latent Defect. A rejection or revocation, including rejection or revocation for a Latent Defect, must be made no later than six (6) months from delivery of Product. Failure to make a claim within such period shall be conclusive evidence that the Product was satisfactory in all respects and supplied in accordance with the Specifications. Subject to the foregoing, Buyer shall return the nonconforming Product to Seller in accordance with the reasonable instructions of Seller or, on Seller's request, dispose of such nonconforming Product. In both cases all costs shall be borne by Seller. Should any Product be returned as provided above, Seller shall replace the returned Product as soon as reasonably practicable. Such replacement Product shall be at no additional cost to Buyer if Buyer had previously paid Seller for the returned Product. Each shipment hereunder is to be regarded as a separate and independent sale.

7.2 Regulatory Requirements. Seller shall keep Buyer reasonably and timely informed of regulatory developments related to Product throughout the Territory. Without limiting the foregoing, Seller represents and warrants that to the best of its knowledge Product may be lawfully sold under the Federal Food, Drug, and Cosmetic Act (as amended, including by the Dietary Supplement Nonprescription Drug Consumer Protection Act).

7.3 Product Safety. Seller shall promptly inform Buyer in writing of any information concerning or that can potentially impact the safety, identity, strength, quality or purity of any Product of which it becomes aware, and shall provide supporting documentation. Without limiting the foregoing, Seller further agrees to notify Buyer within five (5) days if it receives notice of a serious adverse event, as defined in the Dietary Supplement Nonprescription Drug Consumer Protection Act, associated with an Buyer product containing Product, or to the extent legally obligated to do so.

8. Term and Termination.

8.1 Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect for a term (the "Term") of one (1) year from the Effective Date and continue thereafter in successive one (1) year automatic renewal terms unless terminated in accordance herewith.

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

8.2 Termination. This Agreement may be terminated by: (i) any Party upon ninety (90) days prior written notice; (ii) a Party immediately upon the giving of notice if the other Party files a petition for bankruptcy, is adjudicated bankrupt, takes advantage of the insolvency laws of any state, territory or country, or has a receiver, trustee, or other court officer appointed for its property; or, (iii) a Party if an event of Force Majeure (as described in Section 14 of this Agreement) with respect to the other Party shall have continued for ninety (90) days or is reasonably expected to continue for more than one hundred eighty (180) days.

9. LIMITED WARRANTY AND DISCLAIMER OF ALL OTHER WARRANTIES.

(a) SELLER WARRANTS THAT THE PRODUCT SOLD HEREUNDER SHALL BE (i) MANUFACTURED IN ACCORDANCE WITH GOOD MANUFACTURING PRACTICES AND APPLICABLE LAWS AND REGULATIONS AND (ii) SHALL CONFORM TO THE SPECIFICATION; (b) EXCEPT AS OTHERWISE PROVIDED IN SECTION 9(a) HEREOF, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SELLER HAS NOT MADE ANY RECOMMENDATION TO BUYER REGARDING THE USE OR SUBSEQUENT SALE OF THE PRODUCT. EXCEPT AS PROVIDED IN SECTIONS 7 AND 14, (i) BUYER ASSUMES ALL RISKS AND LIABILITIES FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE USE OR SUBSEQUENT SALE OF THE PRODUCT, EITHER ALONE OR IN COMBINATION WITH OTHER INGREDIENTS NOT SUPPLIED BY SELLER; AND (ii) BUYER HAS SATISFIED ITSELF THAT THE PRODUCT AND THE PURPOSE FOR WHICH IT WILL BE USED AND/OR SOLD IS IN COMPLIANCE WITH THE LAWS OF THE RELEVANT COUNTRIES; (c) BUYER'S EXCLUSIVE REMEDY AND SELLER'S EXCLUSIVE LIABILITY FOR SHIPMENT OF NON-CONFORMING PRODUCT SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER REPLACEMENT OF THE NON-CONFORMING PRODUCT OR A REFUND OF THE PURCHASE PRICE PAID. EXCEPT AS PROVIDED IN SECTIONS 7 AND 14: (x) ALL BREACH OF WARRANTY CLAIMS MADE WITH RESPECT TO THE PRODUCT SHALL BE DEEMED WAIVED BY BUYER UNLESS MADE IN WRITING AND RECEIVED BY SELLER WITHIN THIRTY (30) DAYS OF DELIVERY; (y) BUYER MUST MAKE ANY CLAIM FOR NON-COMFORMING PRODUCT, BREACH OF WARRANTY WITH RESPECT TO THE PRODUCT SOLD, OR ANY CLAIM OF ANY NATURE WHATSOEVER WITH RESPECT TO THE PRODUCT SOLD HEREUNDER IN WRITING WITHIN THIRTY (30) DAYS AFTER BUYER'S RECEIPT OF PRODUCT; AND (z) BUYER IRREVOCABLY WAIVES AND RELEASES ALL CLAIMS THAT ARE NOT PROPERLY MADE WITHIN SAID PERIOD.

10. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE AND RELINQUISH ANY CLAIMS, DEMANDS, AND CAUSES OF ACTION OR RECOVERIES FOR PUNITIVE DAMAGES OR EXEMPLARY DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING ANY LOST REVENUES OR PROFITS, CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING ANY TORT OR STATUTORY CAUSES OF ACTION. BOTH PARTIES UNDERSTAND AND AGREE THAT THIS LIMITATION OF LIABILITY ALLOCATES RISK OF NONCONFORMING GOODS BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OTHER APPLICABLE LAW. THE PRICES SET FORTH HEREIN REFLECT THIS ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY, INCLUDING THE EXCLUSION OF SPECIAL, INDIRECT, CONSEQUENTIAL AND INCIDENTAL DAMAGES, IN THIS AGREEMENT.

11. Intellectual Property Rights. The sale of Product covered by this Agreement shall not confer upon Buyer any license or right under any patents, trade secrets or other proprietary information owned or controlled by Seller, or the right to otherwise utilize such proprietary information, it being specifically understood and agreed that all such rights are reserved to Seller. Buyer's sole right to use any of Seller's trademarks in connection with the Product or in any manner shall be provided only to the extent expressly set forth in a separate trademark license agreement between Buyer and Seller.

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

12. Waiver and Severability. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is in writing signed by the aggrieved party. If any term, covenant, warranty, remedy or condition of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held or deemed invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or provision, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or provision of this Agreement shall be deemed valid and enforced to the fullest extent permitted by law.

13. Force Majeure. A party shall have no liability or obligation to the other party of any kind, including, but not limited to, any obligation to deliver Product or to make payment or accept delivery of Product, arising from any delay or failure to perform all or any part of this Agreement as a result of causes, conduct or occurrences beyond such party's reasonable control, including, but not limited to, commercial impracticability, fire, flood, earthquake, lightning, storm, accidents, act of war, terrorism, civil disorder or disobedience, act of public enemies, problems associated with transportation (including car or truck shortages), shortages of energy or raw materials, acts or failure to act of any state, federal or foreign governmental or regulatory authorities, labor disputes, strikes, or failure of suppliers to make timely deliveries of materials, goods or services. Seller may allocate its available supply among its customers in a manner determined by Seller to be fair and reasonable.

14. Indemnification and Insurance.

To the fullest extent permitted by law, Buyer shall defend, indemnify and hold Seller harmless from any and all claims, demands, causes of action, controversy, liabilities, fines, regulatory actions, seizures of product, losses, costs and expenses (including, but not limited to attorneys' fees, expert witness expenses and litigation expenses) (hereinafter "Claim"), arising from or in connection with any Claim asserted by a third party against Seller for any damage, environmental liability, patent or intellectual property infringement caused by Buyer's modification or alteration of the Product, injury, death, loss, property damage, delay or failure in delivery of Buyer's Finished Product or any other Claim asserted by a third party against Seller, whether in tort, contract, breach of warranty or otherwise, relating to Buyer's Finished Product or Buyer's breach of this Agreement. Notwithstanding the foregoing, Buyer has no indemnity obligation to Seller to the extent that any Claims (i) result from the gross negligence or breach of applicable laws by Seller or (ii) are Claims for which Seller is obligated to indemnify Buyer under the following paragraph.

To the fullest extent permitted by law, Seller shall defend, indemnify and hold Buyer harmless from any and all Claims, arising from or in connection with any Claim asserted by a third party against Buyer for any patent or intellectual property infringement in connection with the Product (provided that such alleged infringement does not arise from the combination of the Product with other ingredients not supplied by Seller), injury, death, loss, property damage or any other Claim, whether in tort, contract, breach of warranty or otherwise, relating directly to the Product (except if such injury, death, loss, property damage or other Claim arises from the combination of the Product with other ingredients not supplied by Seller, from the packaging, delivery system, or subsequent handling by Buyer), or Seller's breach of this Agreement. Notwithstanding the foregoing, Seller has no indemnity obligation to Buyer to the extent that any Claims result from the gross negligence or breach of applicable laws by Buyer.

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.

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

15. Confidentiality.

15.1 Confidential Information. During the Term, and for a period of five (5) years following the termination hereof, each party shall maintain in confidence all Confidential Information disclosed by the other party, and shall not use, disclose or grant the use of the Confidential Information except on a need-to-know basis to those Affiliates, directors, officers, employees, consultants, clinical investigators, contractors, agents, or permitted assignees, to the extent such disclosure is reasonably necessary in connection with such party's activities as expressly authorized by this Agreement. To the extent that disclosure is authorized by this Agreement, prior to disclosure, each party hereto shall obtain agreement of any such person or entity to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement. Each party shall notify the other promptly upon discovery of any unauthorized use or disclosure of the other party's Confidential Information.

15.2 Terms of this Agreement. Except as otherwise provided in Section 15.1 above, neither party shall disclose any terms or conditions of this Agreement to any Third Party without the prior consent of the other party. Notwithstanding the foregoing, prior to execution of this Agreement, the parties have agreed upon the substance of information that can be used to describe the terms of this transaction, and each party may disclose such information, as modified by mutual agreement from time to time, without the other party's consent.

15.3 Permitted Disclosures. The confidentiality obligations contained in this Section 15 shall not apply to the extent that the receiving party (the "Recipient") is required (a) to disclose information by law, order or regulation of a governmental agency or a court of competent jurisdiction, or (b) to disclose information to any governmental agency for purposes of obtaining approval to test or market a Product product, provided in either case that the Recipient shall provide written notice thereof to the other party and sufficient opportunity to object to any such disclosure or to request confidential treatment thereof.

16. Relationship. The relationship between Seller and Buyer shall be that of independent contractors and neither party, its agents and employees, shall under no circumstances be deemed the employees, distributors, franchisees, agents or representatives of the other party.

17. Assignment and Modification. The rights and obligations of Buyer under this Agreement shall not be assignable without the prior written consent of Seller; provided, however, that Buyer may, without such consent, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this Agreement. This Agreement shall not be modified, altered or amended in any respect except by a writing signed by the parties. Any variation, modification or addition to the terms set forth in this Agreement shall be considered a material modification and shall not be considered part of this Agreement.

18. 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 California. The sole and exclusive venue for all claims and causes of action between the parties shall be the state or federal court located in California.

19. Notices. Any demand upon or notice to a Party hereunder shall be effective when delivered by hand or when properly deposited in the mails postage prepaid, or sent by e-mail or electronic facsimile transmission with receipt acknowledged, or delivered to an overnight courier, in each case addressed to the Party at the address shown below or such other address as the Parties may advise in writing.

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

If to Seller:
ChromaDex, Inc.
10005 Muirlands Blvd., Suite G
Irvine, CA 92618
Attention: Tom Varvaro
Fax: 949-419-0294
Email: tom.varvaro@chromadex.com

If to Buyer:
Elysium Health, LLC
200 Congress Park Drive, Suite 205
Delray Beach, FL 33445
Attention: CEO
Fax: _____
Email: _____

20. Entire Agreement. This Agreement and any documents referred to herein contain the complete agreement between the parties with respect to the subject matter hereof. All previous agreements, representations, warranties, promises and conditions relating to the subject matter of this Agreement are superseded by this Agreement. This Agreement may only be amended by a written instrument duly executed by the Parties hereto.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Supply Agreement to be executed by their duly authorized representatives.

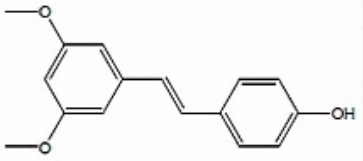
Buyer	Seller
ELYSIUM HEALTH, LLC	**CHROMADEX, INC.**
/s/ Dan Alminana	/s/ Frank Jaksch
Name: Dan Alminana	Name: Frank Jaksch
Title: COO	Title: CEO

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

EXHIBIT A
Product Specification

PRODUCT NAME	pTeroPure®
PART NUMBER	ASB-00016996
GRADE	Food Grade
DOCUMENT NUMBER	
DATE	01/28/2014
DOCUMENT REVISION	1

Structure



CHEMICAL NAMES	*trans*-pterostilbene; 4-(2-(3,5-Dimethoxyphenyl)ethenyl)phenol; 3,5-Dimethoxy-4'-hydroxy-trans-stilbene; 3',5'-Dimethoxy-4-stilbenol
CHEMICAL FORMULA	$C_{16}H_{16}O_3$
MOLECULAR WEIGHT (MW)	256.30
CHEMICAL FAMILY	Stilbenoids
CAS NUMBER	[537-42-8]
SOURCE	Synthetic

SPECIFICATION	METHOD	ACCEPTANCE CRITERIA
Physical Characteristics		
Description	N/A	Free flowing powder
Color	N/A	Off White
Identity		
Pterostilbene	HPLC	Conforms
Purity		
Pterostilbene	HPLC – UV (Area %)	NLT 98%
Other HPLC Impurities	HPLC – UV (Area %)	NMT 2%

Residual Solvent			
ICH Guidelines	GC-Headspace	ICH Guidelines	
Heavy Metals			
Lead	ICP, AOAC 993.14 2000	NMT 0.5 ppm	
Arsenic	ICP, AOAC 993.14 2000	NMT 1.0 ppm	
Cadmium	ICP, AOAC 993.14 2000	NMT 1.0 ppm	
Mercury	ICP, AOAC 993.14 2000	NMT 1.0 ppm	
Microbiological			
Total Plate Count	AOAC 990.12	NMT 1000 CFU/g	USP 2023
Yeast & Mold	AOAC 997.02	NMT 100 CFU/g	
E. coli	AOAC Cert. No. 001101	Absent/10g	

Exhibit 10.3

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

AMENDMENT TO SUPPLY AGREEMENT

THIS AMENDMENT is entered into this 19th day of February, 2016 (the "Effective Date" of the Amendment), by and between ChromaDex, Inc., a corporation duly organized and existing under the laws of California, having its principal place of business at 10005 Muirlands Blvd, Suite G, Irvine, CA 92618 (hereinafter referred to as "ChromaDex") and Elysium Health, Inc, a Delaware corporation, with principal offices located at 594 Broadway Suite 707, New York, NY 10012 (hereinafter referred to as "Elysium Health," and collectively with ChromaDex, the "Parties," and each, a "Party").

WHEREAS, ChromaDex and Elysium Health (the successor in interest Elysium Health LLC) are parties to a Supply Agreement, with an Effective Date of February 3, 2014 pursuant to which ChromaDex supplies NIAGEN(R) to Elysium Health (the "NIAGEN(R) Agreement");

WHEREAS, the Parties are parties to a Supply Agreement, with an Effective Date of June 26, 2014 pursuant to which ChromaDex supplies pTeroPure(R) (as defined below) to Elysium Health (the "pTeroPure(R)-Agreement");

WHEREAS, the Parties have determined that it is in their mutual interest to amend the NIAGEN(R) Agreement in accordance with the terms of this Amendment, including, to grant Elysium Health certain exclusivity rights as set forth herein;

NOW THEREFORE, in consideration of mutual premises and mutual agreements herein contained, the Parties hereto agree to amend the NIAGEN(R) Agreement as follows:

1. Amend Section 1.5 to added additional Excluded Products. The amended Section 1.5 in its entirety states:

> "1.5 "Excluded Products" means topical skincare or cosmetic products, foods or beverages, and any and all dietary supplements in the form of an energy shot or a melt (melting or dissolvable tablet or delivery system), the combination of NIAGEN(R) with Choline and/or Betaine and/or DMG (all forms), unless it is a multi-vitamin, the combination of NIAGEN(R) with collagen, nano NIAGEN(R), and Finished Products with "methyl donor" claims. Additional products, may be added to this definition of Excluded Products at any time at the sole discretion of Seller upon written notice, unless the Parties have previously agreed in writing that such product may not be excluded because Buyer has demonstrated established sales of or other commitment to a similar product or product format. Notwithstanding the foregoing, in no event shall the definition of Excluded Products be altered to hinder, impair or prevent Buyer from selling dietary supplement products in tablet or capsule form for which it has been granted exclusivity hereunder."

2. Add Section 1.16 which states:

> ""pTeroPure(R)" shall mean the novel and proprietary ingredient, Pterostilbene."

3. Amend Section 3.4 to include language pertaining to Seller's ability to modify credit terms. The amended Section 3.4 in its entirety states:

> "3.4 Payments. Elysium Health shall pay ChromaDex within thirty (30) days from the date of the applicable invoice by ChromaDex to Elysium Health for all NIAGEN(R) purchased hereunder; provided, however, ChromaDex reserves the right to modify such credit terms in its commercially reasonable discretion. Elysium Health shall make all payments under the Agreement to ChromaDex in United States dollars to ChromaDex's account in a financial institution located in the United States."

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

4. Amend Section 3.11 by deleting it and replacing it in its entirety with the following:

"3.11 Minimum Purchase Commitments. In each of the calendar years set forth in Sections 3.11.1 and 3.11.2 below, Elysium Health will purchase the corresponding minimum quantity of NIAGEN(R) and/or pTeroPure(R) set forth below (and, for the avoidance of doubt, all purchases during the applicable calendar year of NIAGEN(R) under the NIAGEN(R) Agreement and of pTeroPure(R) under the pTeroPure(R) Agreement shall be counted to determine whether the applicable minimum quantities have been purchased):

3.11.1

(a) 2016: the lesser of (i) [*]kg at the then-current price, or (ii) $[*], take or pay;

(b) 2017: the lesser of (i) [*]kg at the then-current price, or (ii) $[*], take or pay;

(c) 2018: the lesser of (i) [*]kg at the then-current price, or (ii) $[*] take or pay;

(d) 2019 and every year thereafter shall be negotiated in good faith within 90 days prior to the end of the previous calendar year.

If Elysium Heath fails to meet the applicable minimum purchase commitment set forth in this Section 3.11.1 in a calendar year, Elysium Health may, within 90 days of the end of the applicable calendar year, purchase the difference between the actual amount of NIAGEN(R) and pTeroPure(R) purchased by it during the applicable calendar year and the applicable minimum purchase requirement set forth above in this Section 3.11.1. If Elysium Heath fails to meet the minimum purchase requirement set forth above in this Section 3.11.1, and Elysium Health does not purchase the difference as aforesaid, the Parties will use commercially reasonable efforts to negotiate in good faith revised minimum purchase commitments for the following calendar year. If the Parties do not agree upon such minimum purchase commitments within 120 days of the end of the applicable calendar year, ChromaDex, at its sole option and discretion, and upon written notice to Elysium Health, has the right to terminate this Agreement.

3.11.2

(a) 2016: the lesser of (i) [*]kg at the then-current price, or (ii) $[*];

(b) 2017: the lesser of (i) [*]kg at the then-current price, or (ii) $[*];

(c) 2018: the lesser of (i) [*]kg at the then-current price, or (ii) $[*];

(d) 2019 and every year thereafter shall be negotiated in good faith within 90 days prior to the end of the previous calendar year.

If Elysium Heath fails to meet the applicable minimum purchase requirement set forth in this Section 3.11.2 in a calendar year, Elysium Health may, within 90 days of the end of the applicable calendar year, purchase the difference between the actual amount of NIAGEN(R) and pTeroPure(R) purchased by it with respect to the applicable calendar year (including any additional purchases by Elysium Health under Section 3.11.1) and the applicable minimum purchase requirement set forth above in this Section 3.11.2. If Elysium Heath fails to meet the minimum purchase requirement set forth above in this Section 3.11.2, and Elysium Health does not purchase the difference as aforesaid, ChromaDex, at its sole option and discretion, and upon written notice to Elysium Health, has the right to terminate Section 3.11.3.

3.11.3 During the Term, ChromaDex shall not, directly or indirectly, sell, transfer or otherwise provide to any Third Party, or license or otherwise enable any Third Party to make, any products containing both Niagen and pTeroPure(R) (or any ingredients that are substantially similar thereto) in combination, whether in the same delivery mechanism (including tablet, capsule, melt or liquid form) or packaging or in separate form or packaging but marketed together (collectively a "Combined Product"). To the extent not prohibited by applicable law, ChromaDex shall restrict (through contracts and/or purchase orders, marketing literature, shipping documents, or similar documents used when a supply, distribution or similar agreement is not in place) its customers and distributors and require similar restrictions throughout the supply chain, from selling any Combined Product. ChromaDex shall use its best efforts to enforce such restrictions, including by (i) notifying such customer or distributor in writing of such alleged violation, (ii) conducting an investigation of such alleged violation reasonably appropriate under the circumstances, and (iii) suspending shipments of the applicable ingredients to a customer or distributor if ChromaDex becomes aware that such customer or distributor is selling such Combined Product.

5. Except as changed, altered, amended or restructured by this Amendment, all terms and provisions of the NIAGEN(R) Agreement shall remain unchanged and unaffected and in full force and effect. For the avoidance of doubt, the pTeroPure(R) Agreement shall remain unchanged and unaffected and in full force and effect.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the Parties will have the same legal validity as original signatures.

[*] 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 have executed this Amendment by their duly authorized representatives for good and valuable consideration.

CHROMADEX, INC.
By: /s/ Troy Rhonemus
Name: Troy Rhonemus
Title: COO
Date: 2/19/2016

ELYSIUM HEALTH, INC.

By: /s/ Daniel Alminana
Name: Daniel Alminana
Title: Chief Operating Officer
Date: 2/19/2016

Exhibit 10.4

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

ADDENDUM TO THE NIAGEN(TM) SUPPLY AGREEMENT BETWEEN 5LINX ENTERPRISES, INC. AND CHROMADEX, INC.

This Addendum (the "Addendum") dated June 26, 2014 ("Addendum Effective Date"), is attached to and forms part of the NIAGEN SUPPLY AGREEMENT (the "Agreement") dated January 3, 2014 made by and between ChromaDex, Inc., a California corporation, having a principal place of business at 10005 Muirlands Blvd, Suite G, Irvine, CA 92618 ("Seller") and 5Linx Enterprises, Inc., a Delaware Corporation with principal offices located at 275 Kenneth Drive, Rochester, NY 14623 ("Buyer"). To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms or conditions of the Agreement, it is expressly understood and agreed that the terms of this Addendum shall take precedence and supersede the Agreement.

RECITALS

WHEREAS, the parties desire to amend the Agreement as provided herein;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Exclusivity. Buyer shall be granted exclusivity in the Territory (as defined in the Agreement) for Energy Shots industry wide until August 31, 2015. "Energy Shots" are herein defined as dietary supplements sold in a single serving asserting structure/function claims relating to energy.

2 . Price for Exclusivity. As payment for Exclusivity in the Territory for Energy Shots, from Addendum Effective Date through August 31, 2015, Buyer agrees to take or pay two million dollars ($2,000,000) of the six million dollars ($6,000,000) required to be purchased in Year 2 under the Agreement.

3. All other terms and conditions of the NIAGEN SUPPLY AGREEMENT remain the same.

4. This Addendum may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the Parties will have the same legal validity as original signatures.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives for good and valuable consideration.

CHROMADEX, INC.

By: /s/ Troy Rhonemus
Name: Troy Rhonemus
Title: COO
Date: 6/26/2014

ELYSIUM HEALTH, INC.

By: /s/ William Faucette, Jr.
Name: William Faucette, Jr.
Title: VP North American Sales
Date: 6/16/2016

Exhibit 10.5

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

FIRST AMENDMENT TO NIAGEN(R) SUPPLY AGREEMENT

THIS AMENDMENT is entered into this 31st day of March 2015 (the "Effective Date" of the First Amendment), by and between 5Linx Enterprises, Inc., with principal offices located at 275 Kenneth Drive, Rochester, NY 14623 ("Buyer") and ChromaDex, Inc., with principals offices located at 10005 Muirlands Blvd., Suite G, Irvine, CA 92618 ("Seller").

WHEREAS, Buyer and Seller (collectively "the Parties") entered into a NIAGEN(R) Supply Agreement made effective as of January 1, 2014 (the "Supply Agreement"); and

WHEREAS, the Parties have determined that it is in their mutual interest to amend the Supply Agreement in accordance with the terms of this First Amendment;

NOW THEREFORE, in consideration of mutual premises and mutual agreements herein contained, the Parties hereto agree to amend the Supply Agreement as follows:

1. Amend Section 4.1 - 4.3 by replacing them in their entirety with the following:

> "4.1. Year 1 (April 1, 2014-March 31, 2015, hereinafter, "Year" begins April 1st): The Buyer will purchase at a minimum of two million one hundred thousand dollars ($2,100,000) of the Product in the first year of the Agreement. The Buyer will provide an open PO with delivery dates for [*] kilograms ([*]kg) of Product at a price of [*] dollars per kilogram ($[*]/kg). The first year of the contract will be take or pay for one million five hundred thousand dollars ($1,500,000) and [*] ([*]) kilograms of product will be order within the first nine (9) months of the Effective Date.
>
> 4.2 Year 2: The Buyer will purchase at a minimum of four million dollars ($4,000,000) of the Product in the second year of the Agreement. The Buyer will provide quarterly POs with delivery dates for the Product at a price of [*] dollars per kilogram ($[*]/kg). The quarterly POs will be binding to maintain the exclusivity.
>
> 4.3 Year 3: The Buyer will purchase at a minimum of seventeen million dollars ($17,000,000) of the Product in the third year of the Agreement. The Buyer will provide quarterly POs with delivery dates for the Product at a price of [*] dollars per kilogram ($[*]/kg). The quarterly POs will be binding to maintain the exclusivity."

2. Except as specifically changed, altered, amended or restructured by this Amendment, all terms and provisions of the Supply Agreement shall remain unchanged and unaffected and in full force and effect.

3. Delivery of an executed counterpart of a signature pate to this First Amendment by email shall be effective as delivered of a manually executed counterpart of this Agreement.

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

IN WITHNESS WHEREOF, the Parties hereto have duly executed this First Amendment to the NIAGEN(R) Supply Agreement as of the date first written above.

CHROMADEX, INC.

By: /s/ Troy Rhonemus
Name: Troy Rhonemus
Title: COO
Date: 6/9/2015

ELYSIUM HEALTH, INC.

By: /s/ William Faucette, Jr.
Name: William Faucette, Jr.
Title: VP Sales
Date: 5/26/2015

Exhibit 10.6

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

SECOND AMENDMENT TO NIAGEN(R) SUPPLY AGREEMENT

THIS SECOND AMENDMENT is effective and binding as of the last date of signing of this Second Amendment (the "Effective Date of the Second Amendment"), by and between 5Linx Enterprises, Inc., with principal offices located at 275 Kenneth Drive, Rochester, NY 14623 ("Buyer") and ChromaDex, Inc., with principals offices located at 10005 Muirlands Blvd., Suite G, Irvine, CA 92618 ("Seller").

WHEREAS, Buyer and Seller (collectively "the Parties") entered into a NIAGEN(R) Supply Agreement made effective as of January 1, 2014 (the "Supply Agreement");

WHEREAS, Buyer and Seller (collectively "the Parties") entered into an Addendum to the NIAGEN(R) Supply Agreement made effective as of June 26, 2014 (the "Addendum");

WHEREAS, the Parties entered into a First Amendment to NIAGEN(R) Supply Agreement made effective as of March 31, 2015 (the "First Amendment"); and

WHEREAS, the Parties have determined that it is in their mutual interest to amend the Supply Agreement and the First Amendment in accordance with the terms of this Second Amendment;

NOW THEREFORE, in consideration of mutual premises and mutual agreements herein contained, the Parties hereto agree to amend the Supply Agreement and the First Amendment as follows:

1. Add the following definitions:

> "Excluded Products" means topical skincare or cosmetic products, foods or beverages, and any and all dietary supplements in the form of an energy shot, the combination of NIAGEN(R) with Choline and/or Betaine and/or DMG (all forms), unless it is a multi-vitamin, the combination of NIAGEN(R) with pterostilbene, the combination of NIAGEN(R) with collagen, nano NIAGEN(R), and Finished Products with "methyl donor" claims. Additional products, may be added to this definition of Excluded Products at any time at the sole discretion of Seller upon written notice."
>
> "Excluded Field" means any and all channels, other than the MLM Channel as defined in Section 4. For purposes of clarification, Buyer shall be prohibited from selling Product outside the MLM Channel but shall be allowed to sell online as long as no marketing is done on radio and Television."

2. Amend Section 2.2.2 of the Supply Agreement by replacing it in its entirety with the following:

> "Year 2 through the term of the Agreement: Payment shall be made via wire to Seller within thirty (30) days of date of invoice Subject to a maximum outstanding credit balance of [*]. However until as such time as all past due balances are paid in full all the terms shall be prepaid. Company further reserves the right to change payment terms at any time (including, without limitation, requiring payment in advance or requiring Buyer to have issued an irrevocable letter of credit) if buyer is late in payments or in Company's reasonable opinion, Buyer's financial condition so warrants Failure to make prompt and full payment hereunder constitutes a material breach of the Agreement, may impact Seller's exclusivity rights, and affords Seller the right to suspend its performance without liability to Buyer."

3. Amend Section 3.1 of the Supply Agreement by replacing it in its entirety with the following:

> "3.1 Seller shall supply Product to Buyer and Buyer shall market and sell the Combined Product into the Territory. Buyer shall not sell Excluded Products. Buyer shall not sell Combined Product in the Excluded Field."

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

4. Add Section 3.6 to the Supply Agreement.

> " 3 . 6 Patent Marking. During the Term, Buyer will ensure proper patent marking on all Combined Product. All Combined Product shall be marked as follows:
>
> "Patent: See ChromaDexPatents.com"

5. Amend Section 4 of the Agreement to modify exclusivity for the Product for the Multi-Level Marketing (MLM) Business model other than as a melt as defined herein. Section 4 as amended shall be as follows:

> "4. **Minimum Purchase Requirements.**

There will no longer be a Minimum Purchase Requirement and Buyer shall no longer enjoy Exclusivity except for the Exclusivity described herein. Exclusivity for use of the Product in a melt (melting or dissolvable tablet or delivery system) shall be granted for the Multi-Level Marketing (MLM) Channel in the Territory, The "Multi-Level Marketing Channel" is defined herein as the sale of products through a network of independent marketing representatives which does not include or utilize direct to consumer marketing on television or radio. However, Seller shall have the right to sell to other MLM's under a different trade name other than NIAGEN(R). The Parties agree that the contracted 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."

6. Amend Section 4.2 of the First Amendment by replacing it in its entirety with the following:

> "4.2 Year 2 and Year 3 – 2016 and 2017 (hereinafter, Year shall be calendar year): Buyer shall take or pay one million, five hundred and twenty thousand dollars ($1,520,000) of the Product, plus purchase four million dollars ($4,000,000) of the Product. The Buyer will provide quarterly POs with delivery dates for the Product at a price of [*] dollars per kilogram ($[*]/kg)." Buyer shall never be charged more than [*] dollars per kilogram ($[*]/kg) for the Product after Effective Date of the Second Amendment. Seller's only remedy for default of this Section 4.2 shall be the right to terminate Buyer's right to Exclusivity described in Section 4. Minimum Purchase Requirements.

7. Amend Section 9.2(i) of the Supply Agreement by replacing it in its entirety with the following:

> "(i) any Party in the event that the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days following notice thereof from the non-breaching party in writing;"

8. Amend Section 17 of the Supply Agreement by replacing in its entirety with the following:

> "The rights and obligations of Buyer under this Agreement shall be assignable without the prior consent of Seller if the assignment is to an affiliate or subsidiary of Buyer. Except for the exception in the previous sentence, the rights and obligations of Buyer under this Agreement shall not be assignable without the prior written consent of Seller. This Agreement shall not be modified, altered or amended in any respect expect by a writing signed by the parties. Any variation, modification or addition to the terms set forth in this Agreement shall be considered a material modification and shall not be considered part of this Agreement.

9. Except as specifically changed, altered, amended or restructured by this Second Amendment, all terms and provisions of the Supply Agreement, Addendum, and First Amendment shall remain unchanged and unaffected and in full force and effect.

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

10. In addition to this Second Amendment, the Parties wish to settle any potential dispute as to any amounts currently due to Seller from Buyer. In consideration for Seller releasing any and all claims it may presently have against Buyer, Buyer agrees to pay Seller [*] dollars and [*] cent ($[*]) ("Settlement Amount") in [*] monthly installments of [*] dollars ($[*]) per month ("Monthly Payment") with the first payment being made on the first of April (April 1, 2016). Buyer shall have fifteen (15) business days from the first day of each month to make the Monthly Payment. When the remaining balance of the Settlement Amount is equal to or less than [*] dollars and [*] cent ($[*]), Buyer shall have forty five (45) days to deliver to Seller the full amount of the remaining Settlement Amount ("Final Payment").

If any payment is not made on time for clarity, this is a material breach of the Agreement.

11. Delivery of an executed counterpart of a signature page to this Second Amendment by email shall be effective as delivered of a manually executed counterpart of this Second Amendment.

IN WITHNESS WHEREOF, the Parties hereto have duly executed by their authorized representatives this Second Amendment to the NIAGEN(R) Supply Agreement.

CHROMADEX, INC.

By: /s/ Thomas Varvaro
Name: Thomas Varvaro
Title: CFO
Date: 3/3/2016

ELYSIUM HEALTH, INC.

By: /s/ Jason Guck
Name: Jason Guck
Title: EVP
Date: 3/3/2016

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: May 12, 2016

/s/ FRANK L. JAKSCH JR.
Frank L. Jaksch Jr.

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: May 12, 2016

/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 April 2, 2016 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: May 12, 2016

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

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