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 1, 2017

Commission File Number: **001-37752**

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, smaller reporting company or emerging growth company. See definition of "large accelerated filer, accelerated filer, smaller reporting company and emerging growth 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)	Emerging growth company ____

If an emerging growth company, indicate by checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. □

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 10, 2017 there were 39,790,080 shares of the registrant's common stock issued and outstanding.

CHROMADEX CORPORATION
QUARTERLY REPORT ON FORM 10-Q

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PART I – FINANCIAL INFORMATION (UNAUDITED)

ITEM 1. FINANCIAL STATEMENTS

ChromaDex Corporation and Subsidiaries
Condensed Consolidated Balance Sheets
April 1, 2017 and December 31, 2016

	April 1, 2017	December 31, 2016
Assets		
Current Assets		
Cash	**$ 1,185,353**	$ 1,642,429
Trade receivables, net of allowances of $1,077,000 and $1,081,000, respectively	**5,044,877**	5,852,030
Inventories	**8,938,099**	7,912,630
Prepaid expenses and other assets	**420,265**	329,854
Total current assets	**15,588,594**	15,736,943
Leasehold Improvements and Equipment, net	**3,252,514**	3,111,374
Deposits	**376,431**	397,207
Intangible assets, net	**1,833,781**	486,226
Longterm investment	**-**	20,318
Total assets	**$ 21,051,320**	$ 19,752,068
Liabilities and Stockholders' Equity		
Current Liabilities		
Accounts payable	**$ 7,865,099**	$ 5,978,288
Accrued expenses	**1,993,717**	2,170,172
Current maturities of capital lease obligations	**275,221**	255,461
Customer deposits and other	**399,010**	389,010
Deferred rent, current	**111,879**	76,219
Due to officer	**100,000**	-
Total current liabilities	**10,744,926**	8,869,150
Capital lease obligations, less current maturities	**365,393**	343,589
Deferred rent, less current	**568,943**	564,971
Total liabilities	**11,679,262**	9,777,710
Commitments and contingencies		
Stockholders' Equity		
Common stock, $.001 par value; authorized 150,000,000 shares; issued and outstanding April 1, 2017 37,918,048 shares and December 31, 2016 37,544,531 shares	**37,918**	37,545
Additional paid-in capital	**56,486,469**	55,160,387
Accumulated deficit	**(47,152,329)**	(45,223,574)
Total stockholders' equity	**9,372,058**	9,974,358
Total liabilities and stockholders' equity	**$ 21,051,320**	$ 19,752,068

See Notes to Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries
Condensed Consolidated Statements of Operations
For the Three Month Periods Ended April 1, 2017 and April 2, 2016

	April 1, 2017	April 2, 2016
Sales, net	$ 4,449,122	$ 7,331,945
Cost of sales	2,696,469	3,880,526
Gross profit	1,752,653	3,451,419
Operating expenses:		
Sales and marketing	596,162	544,722
Research and development	664,190	464,072
General and administrative	2,383,146	1,988,559
Operating expenses	3,643,498	2,997,353
Operating income (loss)	(1,890,845)	454,066
Nonoperating income (expense):		
Interest income	2	794
Interest expense	(37,912)	(188,495)
Nonoperating expenses	(37,910)	(187,701)
Income (loss) before income taxes	(1,928,755)	266,365
Provision for income taxes	-	(10,740)
Net income (loss)	$ (1,928,755)	$ 255,625
Basic earnings (loss) per common share	$ (0.05)	$ 0.01
Diluted earnings (loss) per common share	$ (0.05)	$ 0.01
Basic weighted average common shares outstanding	38,030,688	36,414,041
Diluted weighted average common shares outstanding	38,030,688	37,472,579

See Notes to Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries
Condensed Consolidated Statement of Stockholders' Equity
For the Three Month Periods Ended April 1, 2017

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
Balance, January 1, 2017	37,544,531	$ 37,545	$55,160,387	$(45,223,574)	9,974,358
Issuance of common stock associated with the acquisition of Healthspan Research LLC	367,648	367	999,635	-	1,000,002
Exercise of stock options	3,202	3	6,620	-	6,623
Vested restricted stock	2,667	3	(3)	-	-
Share-based compensation	-	-	319,830	-	319,830
Net loss	-	-	-	(1,928,755)	(1,928,755)
Balance, April 1, 2017	**37,918,048**	**$ 37,918**	**$56,486,469**	**$(47,152,329)**	**$ 9,372,058**

See Notes to Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries
Condensed Consolidated Statements of Cash Flows
For the Three Month Periods Ended April 1, 2017 and April 2, 2016

	April 1, 2017	April 2, 2016
Cash Flows From Operating Activities		
Net income (loss)	$ (1,928,755)	$ 255,625
Adjustments to reconcile net income (loss) to net cash used in operating activities:		
Depreciation of leasehold improvements and equipment	129,472	82,506
Amortization of intangibles	23,833	11,311
Share-based compensation expense	319,830	324,035
Allowance for doubtful trade receivables	(3,470)	(28,785)
Loss from disposal of equipment	129	-
Non-cash financing costs	25,229	53,449
Changes in operating assets and liabilities:		
Trade receivables	822,079	(1,850,739)
Inventories	(964,555)	1,464,561
Prepaid expenses and other assets	(94,864)	14,082
Accounts payable	1,783,038	(3,318,853)
Accrued expenses	(179,662)	47,995
Customer deposits and other	10,000	67,598
Deferred rent	39,632	(18,857)
Due to officer	(32,500)	-
Net cash used in operating activities	(50,564)	(2,896,072)
Cash Flows From Investing Activities		
Purchases of leasehold improvements and equipment	(161,998)	(16,629)
Purchases of intangible assets	(183,958)	(15,000)
Net cash used in investing activities	(345,956)	(31,629)
Cash Flows From Financing Activities		
Proceeds from issuance of common stock, net of issuance costs	-	480,000
Proceeds from exercise of stock options	6,623	93,872
Principal payment on loan payable	-	(146,795)
Principal payments on capital leases	(67,179)	(53,542)
Net cash provided by (used in) financing activities	(60,556)	373,535
Net decrease in cash	(457,076)	(2,554,166)
Cash Beginning of Year	1,642,429	5,549,672
Cash Ending of Year	$ 1,185,353	$ 2,995,506
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	$ 12,683	$ 135,046
Supplemental Schedule of Noncash Investing Activity		
Noncash consideration transferred for the acquisition of Healthspan Research LLC	$ 1,187,430	$ -
Capital lease obligation incurred for the purchase of equipment	$ 108,743	$ -
Inventory supplied to Healthspan Research LLC for equity interest, at cost	$ -	$ 20,318
Retirement of fully depreciated equipment - cost	$ 14,665	$ 26,666
Retirement of fully depreciated equipment - accumulated depreciation	$ (14,665)	$ (26,666)

See Notes to Consolidated Financial Statements.

Note 1. Interim Financial Statements

The accompanying financial statements of ChromaDex Corporation and its wholly owned subsidiaries, ChromaDex, Inc., Healthspan Research, LLC and ChromaDex Analytics, Inc. (collectively referred to herein as "ChromaDex" or the "Company" or, in the first person as "we", "us" and "our") 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 1, 2017 and results of operations and cash flows for the three months ended April 1, 2017 and April 2, 2016. These unaudited interim financial statements should be read in conjunction with the Company's audited financial statements and the notes thereto for the year ended December 31, 2016 appearing in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "Commission") on March 16, 2017. Operating results for the three months ended April 1, 2017 are not necessarily indicative of the results to be achieved for the full year ending on December 30, 2017. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

The balance sheet at December 31, 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 is a natural products company that discovers, acquires, develops and commercializes patented and proprietary ingredient technologies that address the dietary supplement, food, beverage, skin care and pharmaceutical markets. With the recent acquisition of Healthspan Research, LLC, the Company now has a direct to consumer ("DTC") product, which the Company plans to further develop. Along with our ingredients segment that includes our DTC business, the Company also has a core standards and contract services segment, which focuses on natural product fine chemicals (known as "phytochemicals") and chemistry and analytical testing services, and a regulatory consulting segment. As a result of the Company's relationships with leading universities and research institutions, the Company is able to discover and license early stage, intellectual property-backed ingredient technologies. The Company then utilizes our business to develop commercially viable proprietary ingredients. The Company's proprietary ingredient portfolio is backed with clinical and scientific research, as well as extensive intellectual property protection.

Liquidity: The Company has incurred loss from operations of approximately $1,891,000 and net loss of approximately $1,929,000 for the three-month period ended April 1, 2017. As of April 1, 2017, the cash and cash equivalents totaled approximately $1,185,000.

Subsequent to the period ended April 1, 2017, the Company entered into a Securities Purchase Agreement with certain purchasers named therein, pursuant to which the Company agreed to sell and issue up to $25.0 million of its Common Stock. The first tranche closed on April 27, 2017 and the Company received $3.5 million.

While we anticipate that our current cash, cash equivalents, cash to be generated from operations and the funds from the financing transaction described above will be sufficient to meet our projected operating plans through at least May 12, 2018, 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 2016 ended on December 31, 2016 consisted of normal 52 weeks. The fiscal year 2017 ending on December 30, 2017 will also include the normal 52 weeks.

Changes in accounting principle: In January 2017, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2017-01, Business Combinations (Topic 805): Clarifying the Definition of a Business. The ASU 2017-01 clarifies the definition of a business with the objective of adding guidance to assist companies and other reporting organizations with evaluating whether transactions should be accounted for as acquisitions of assets or businesses. The Company early adopted the amendments in this ASU effective as of January 1, 2017. On March 12, 2017, the Company acquired all of the outstanding equity interests of Healthspan Research, LLC ("Healthspan") pursuant to a Membership Interest Purchase Agreement by and among (i) Robert Fried, Jeffrey Allen and Dr. Charles Brenner (the "Sellers") and (ii) ChromaDex Corporation. Under ASU 2017-01, this transaction was treated as an acquisition of assets, rather than a business. For details on the acquisition of Heathspan, please refer to *Note 5. Acquisition and Related Party Transaction* appearing later on this report.

In March 2016, the FASB issued ASU 2016-09, Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting to simplify the accounting for stock compensation. It focuses on income tax accounting, award classification, estimating forfeitures, and cash flow presentation. The Company adopted the amendments in this ASU effective as of January 1, 2017. The adoption of ASU 2016-09 did not have a material effect on our consolidated financial statements.

In July 2015, the FASB issued ASU 2015-11, Inventory (Topic 330) - Simplifying the Measurement of Inventory, which requires that inventories, other than those accounted for under Last-In-First-Out, will be reported at the lower of cost or net realizable value. Net realizable value is the estimated selling price less costs of completion, disposal and transportation. The Company adopted the amendments in this ASU effective as of January 1, 2017. The adoption of ASU 2015-11 did not have a material effect on our consolidated financial statements.

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 net realizable value. 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 1, 2017 and December 31, 2016 are as follows:

	April 1, 2017	December 31, 2016
Bulk ingredients	**$ 8,025,000**	$ 7,044,000
Reference standards	**1,034,000**	1,033,000
Dietary Supplement bottles - DTC	**58,000**	-
	9,117,000	8,077,000
Less valuation allowance	**(179,000)**	(164,000)
	$ 8,938,000	$ 7,913,000

Note 4. 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 1, 2017 and April 2, 2016:

	Three Months Ended	
	April 1, 2017	**April 2, 2016**
Net income (loss)	**$ (1,928,755)**	$ 255,625
Basic weighted average common shares outstanding (1):	**38,030,688**	36,414,041
Basic earnings (loss) per common share	**$ (0.05)**	$ 0.01
Dilutive effect of stock options, net	**-**	1,024,428
Dilutive effect of warrants, net	**-**	34,110
Diluted weighted average common shares outstanding :	**38,030,688**	37,472,579
Diluted earnings (loss) per common share	**$ (0.05)**	$ 0.01
Potentially dilutive securities, total (2):		
Stock options	**5,757,195**	5,203,419
Warrants	**470,444**	487,110
Convertible debt	**-**	257,798

(1) Includes approximately 0.4 million weighted average nonvested shares of restricted stock for each of the three month periods ending April 1, 2017 and April 2, 2016, 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 1, 2017 as their impact is antidilutive.

Note 5. Asset Acquisition and Related Party Transaction

On March 12, 2017, the Company acquired all of the outstanding equity interests of Healthspan from Robert Fried, Jeffrey Allen and Dr. Charles Brenner (the "Sellers"). Robert Fried is a member of the Board of Directors ("Board") of the Company, a position he has held since July 2015.

Upon the closing of, and as consideration for, the acquisition, the Company issued an aggregate of 367,648 shares of the Company's common stock to the Sellers. The fair value of these shares was approximately $1.0 million based on the closing price of $2.72 per share on March 12, 2017. Also on March 12, 2017, the Company appointed Robert Fried as President and Chief Strategy Officer, effective immediately. Mr. Fried continues to serve as a member of the Board, but resigned as a member of the Nominating and Corporate Governance Committee of the Board.

Healthspan was formed in August 2015 to offer and sell finished bottle products that contain NIAGEN® directly to consumers through internet-based selling platforms. NIAGEN® is the leading ingredient the Company currently sells. Prior to the acquisition, the Company has supplied certain amount of NIAGEN® to Healthspan as a raw material inventory in exchange for a 4% equity interest in Healthspan. An additional 5% equity interest was received for granting certain exclusive rights to resell NIAGEN®.

The Company acquired the Direct-To-Consumer ("DTC") internet based selling business model that Healthspan has established. Included in the business model acquired is the know-how marketing to date, and the designs and procedures needed to operate a DTC internet based selling business. This transaction was accounted for as an acquisition of assets. An intangible asset of approximately $1.35 million was recorded as a result of this acquisition, which is the difference of consideration transferred and the net amount of assets acquired and liabilities assumed.

(A) Consideration transferred

	Fair value
Common Stock	$ 1,000,000
Transaction costs	178,000
Previously held equity interest	20,000
	$ 1,198,000
DTC business model, intangible asset (A) -(B)	**$ 1,346,000**

(B) Net amount of assets and liabilities

Assets acquired	Fair value
Cash and cash equivalents	$19,000
Trade receivables	11,000
Inventory	61,000
Liabilities assumed	
Due to officer	(132,000)
Accounts payable	(74,000)
Credit card payable	(30,000)
Other accrued expenses	(3,000)
Net assets	**$ (148,000)**

The acquired intangible asset is considered to have a useful life of 10 years as we believe the economic benefits from the acquisition will last at least 10 years. The expense is amortized using the straight-line method over the useful life.

In cancellation of a loan owed by Healthspan to Mr. Fried prior to the acquisition, the Company repaid $32,500 to Mr. Fried on March 13, 2017 and will also repay $100,000 on March 12, 2018. No interest is to be paid for the outstanding $100,000 due to Mr. Fried.

Note 6. Employee Share-Based Compensation

Share-Based Compensation for Robert Fried

On March 12, 2017, the Board appointed Robert Fried, as President and Chief Strategy Officer. In connection with his appointment as President and Chief Strategy Officer, the Company granted an option to purchase up to 500,000 shares of ChromaDex common stock under the ChromaDex Second Amended and Restated 2007 Equity Incentive Plan or any subsequent equity plan, subject to monthly vesting over a three-year period. The Company also granted 166,667 shares of restricted stock, subject to annual vesting over a three-year period. The fair value measured for the granted restricted stock was approximately $453,000 and the expense will be amortized over the vesting period of three years.

Service Period Based Stock Options

The following table summarizes activity of service period based stock options granted to employees at April 1, 2017 and changes during the three months then ended:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Weighted Average Fair Value	Aggregate Intrinsic Value
Outstanding at December 31, 2016	4,281,151	$ 3.52	6.36		
Options Granted	553,334	2.78	10.00	$ 1.80	
Options Exercised	(3,202)	2.07			$ 3,000
Options Forfeited	(3,271)	3.57			
Outstanding at April 1, 2017	4,828,012	$ 3.44	6.55		$ 375,000
Exercisable at April 1, 2017	3,246,220	$ 3.41	5.21		$ 361,000

The aggregate intrinsic values in the table above are based on the Company's stock price of $2.69, which is the closing price of the Company's stock on the last day of business for the period ended April 1, 2017.

The fair value of the Company's stock options was estimated at the date of grant using the Black-Scholes option pricing model. The table below outlines the weighted average assumptions for options granted to employees during the three months ended April 1, 2017.

Three Months Ended April 1, 2017	
Expected term	5.8 years
Expected volatility	73%
Expected dividends	0.00%
Risk-free rate	2.20%

As of April 1, 2017, there was approximately $3,154,000 of total unrecognized compensation expected to be recognized over a weighted average period of 2.7 years.

Employee Share-Based Compensation

The Company recognized compensation expense of approximately $306,000 and $307,000 in general and administrative expenses in the statement of operations for the three months ended April 1, 2017 and April 2, 2016, respectively.

Note 7. Business Segments

Since the year ended December 31, 2016, the Company has made operational changes to merge its Scientific and regulatory consulting segment into Core standards and contract services segment. Also, the newly acquired DTC operations are categorized as a part of ingredients segment.

As a result, the Company has the following two reportable segments:

- Ingredients segment develops and commercializes proprietary-based ingredient technologies and supplies these ingredients directly to consumers in finished product or as raw materials 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 (i) supply of phytochemical reference standards and (ii) analytical and chemistry based services.

The "Corporate and 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 1, 2017

	Ingredients segment	Core Standards and Contract Services segment	Corporate and other	Total
Net sales	$ 2,084,403	$ 2,364,719	$ -	$ 4,449,122
Cost of sales	914,767	1,781,702	-	2,696,469
Gross profit	1,169,636	583,017	-	1,752,653
Operating expenses:				
Sales and marketing	305,345	290,817	-	596,162
Research and development	664,190	-	-	664,190
General and administrative	-	-	2,383,146	2,383,146
Operating expenses	969,535	290,817	2,383,146	3,643,498
Operating income (loss)	$ 200,101	$ 292,200	$ (2,383,146)	$ (1,890,845)

Three months ended
April 2, 2016

	Ingredients segment	Core Standards and Contract Services segment	Corporate and other	Total
Net sales	$ 4,600,626	$ 2,731,319	$ -	$ 7,331,945
Cost of sales	2,099,162	1,781,364	-	3,880,526
Gross profit	2,501,464	949,955	-	3,451,419
Operating expenses:				
Sales and marketing	331,743	212,979	-	544,722
Research and development	464,072	-	-	464,072
General and administrative	-	-	1,988,559	1,988,559
Operating expenses	795,815	212,979	1,988,559	2,997,353
Operating income (loss)	$ 1,705,649	$ 736,976	$ (1,988,559)	$ 454,066

At April 1, 2017

	Ingredients segment	Core Standards and Contract Services segment	Corporate and other	Total
Total assets	$ 14,858,562	$ 4,059,395	$ 2,133,364	$ 21,051,320

At December 31, 2016

	Ingredients segment	Core Standards and Contract Services segment	Corporate and other	Total
Total assets	$ 13,257,289	$ 3,918,440	$ 2,576,339	$ 19,752,068

Disclosure of major customers

Major customers who accounted for more than 10% of the Company's total sales were as follows:

	Three months ended	
Major Customers	April 1, 2017	April 2, 2016
Customer C (Ingredients segment)	*	27.4%

* Represents less than 10%.

Major customers who accounted for more than 10% of the Company's total trade receivables were as follows:

	Percentage of the Company's Total Trade Receivables	
Major Customers	At April 1, 2017	At December 31, 2016
Customer C (Ingredients segment)	53.1%	45.8%
Customer D (Ingredients and Core segment)	*	10.2%

* Represents less than 10%.

Note 8. Commitments and Contingencies

Legal proceedings

On December 29, 2016, ChromaDex, Inc. filed a complaint (the "Complaint") in the United States District Court for the Central District of California, naming Elysium Health, Inc. as defendant. Among other allegations, ChromaDex, Inc. alleges in the Complaint that (i) Elysium breached the Supply Agreement, dated June 26, 2014, by and between ChromaDex, Inc. and Elysium Health, LLC ("Elysium") (the "pTeroPure® Supply Agreement"), by failing to make payments to ChromaDex, Inc. for purchases of pTeroPure® pursuant to the pTeroPure® Supply Agreement, (ii) Elysium breached the Supply Agreement, dated February 3, 2014, by and between ChromaDex, Inc. and Elysium, as amended (the "NIAGEN® Supply Agreement"), by failing to make payments to ChromaDex, Inc. for purchases of NIAGEN® pursuant to the NIAGEN® Supply Agreement, (iii) Elysium breached the Trademark License and Royalty Agreement, dated February 3, 2014, by and between ChromaDex, Inc. and Elysium (the "License Agreement"), by failing to make payments to ChromaDex, Inc. for royalties due pursuant to the License Agreement and (iv) certain officers of Elysium made false promises and representations to induce ChromaDex, Inc. into providing large supplies of pTeroPure® and NIAGEN® to Elysium pursuant to the pTeroPure® Supply Agreement and NIAGEN® Supply Agreement. ChromaDex, Inc. is seeking punitive damages, money damages and interest.

On January 25, 2017, Elysium filed an answer and counterclaims (the "Counterclaim") in response to the Complaint. Among other allegations, Elysium alleges in the Counterclaim that (i) ChromaDex, Inc. breached the NIAGEN® Supply Agreement by not issuing certain refunds or credits to Elysium and for violating certain confidential information provisions, (ii) ChromaDex, Inc. breached the implied covenant of good faith and fair dealing pursuant to the NIAGEN® Supply Agreement, (iii) ChromaDex, Inc. breached certain confidential provisions of the pTeroPure® Supply Agreement, (iv) ChromaDex, Inc. fraudulently induced Elysium into entering into the License Agreement (the "Fraud Claim"), (v) ChromaDex, Inc.'s conduct constitutes misuse of its patent rights (the "Patent Claim") and (vi) ChromaDex, Inc. has engaged in unlawful or unfair competition under California state law (the "Unfair Competition Claim"). Elysium is seeking damages for ChromaDex, Inc.'s alleged breaches of the NIAGEN® Supply Agreement and pTeroPure® Supply Agreement, and compensatory damages, punitive damages and/or rescission of the License Agreement and restitution of any royalty payments conveyed by Elysium pursuant to the License Agreement.

On February 15, 2017, ChromaDex, Inc. filed an amended complaint (the "Amended Complaint"). In the Amended Complaint, ChromaDex, Inc. re-alleges the claims in the Complaint, and also alleges that Elysium willfully and maliciously misappropriated ChromaDex, Inc.'s trade secrets. On February 15, 2017, ChromaDex, Inc. also filed a motion to dismiss the Fraud Claim, the Patent Claim and the Unfair Competition Claim. On March 1, 2017, Elysium filed a motion to dismiss ChromaDex, Inc.'s fraud and trade secret misappropriation causes of action. On March 6, 2017, Elysium filed a first amended counterclaim. On March 20, 2017, ChromaDex, Inc. moved to dismiss Elysium's amended fraud, patent misuse and the Unfair Competition Claim. The hearing on both motions to dismiss is set for May 15, 2017. While ChromaDex, Inc. expresses no opinion as to the ultimate outcome of this matter, ChromaDex, Inc. believes Elysium's allegations are without merit and will vigorously defend against them.

As of April 1, 2017, ChromaDex, Inc. did not accrue a potential loss for the Counterclaim because ChromaDex, Inc. believes that the allegations are without merit and thus it is not probable that a liability had been incurred, and the amount of loss cannot be reasonably estimated.

From time to time we are involved in legal proceedings arising in the ordinary course of our business. We believe that there is no other litigation pending that is likely to have, individually or in the aggregate, a material adverse effect on our financial condition or results of operations.

Employment agreement with Robert Fried

On March 12, 2017, the Company entered into an Employment Agreement (the "Fried Agreement") with Robert Fried. Mr. Fried is entitled to receive certain severance payments per the terms of the Fried Agreement. The key terms of the Fried Agreement, including the severance terms are as follows:

Mr. Fried is entitled to: (i) an annual base salary of $300,000; (ii) an annual cash bonus equal to (a) 1% of net direct-to-consumer sales of products with nicotinamide riboside as a lead ingredient by the Company plus (b) 2% of direct to consumer net sales of products with nicotinamide riboside as a lead ingredient for the portion of such sales that exceeded prior year sales plus (c) 1% of the gross profit derived from nicotinamide riboside ingredient sales to dietary supplement producers; (iii) an option to purchase up to 500,000 shares of Common Stock under the ChromaDex Second Amended and Restated 2007 Equity Incentive Plan or any subsequent equity plan, subject to monthly vesting over a three-year period; and (iv) 166,667 shares of restricted Common Stock, subject to annual vesting over a three-year period.

Subject to requisite stockholder approval and Mr. Fried's continuous service through such date, Mr. Fried is also eligible to receive (i) on March 12, 2018, 166,667 shares of restricted Common Stock, subject to annual vesting over a two-year period, (ii) on March 12, 2019, 166,666 shares of restricted Common Stock that vest in full on the one year anniversary of the grant date and (iii) up to 500,000 shares of fully-vested restricted Common Stock that will be granted upon the achievement of certain performance goals. Any unvested options or shares of restricted stock will vest in full upon (a) a change in control of the Company, (b) Mr. Fried's death, (c) Mr. Fried's disability, (d) termination by the Company of Mr. Fried's employment without cause or (e) Mr. Fried's resignation for good reason, subject in each case to Mr. Fried's continuous service as an employee or consultant of the Company or any of its subsidiaries though such event.

The severance terms of the Fried Agreement provide that if (i) Mr. Fried's employment is terminated by the Company without cause, for death or disability, or Mr. Fried resigns for good reason, or (ii) (a) a change in control of the Company occurs and (b) within one month prior to the date of such change in control or twelve months after the date of such change in control R. Fried's employment is terminated by the Company other than for cause, then, subject to executing a release, Mr. Fried will receive (w) continuation of his base salary for 12 months, (x) health care continuation coverage payments premiums for 12 months, (y) a prorated annual cash bonus earned for the fiscal year in which such termination or resignation occurs, and (z) an extended exercise period for his options

Note 9. Subsequent Events

On April 26, 2017, the Company entered into a Securities Purchase Agreement (the "Purchase Agreement") with certain purchasers named therein (the "Purchasers"), pursuant to which the Company agreed to sell and issue up to $25.0 million of its Common Stock at a purchase price of $2.60 per share in three tranches of approximately $3.5 million, $16.4 million and $5.1 million, respectively. The first tranche closed on April 27, 2017, pursuant to which the Company issued 1,346,154 shares of its Common Stock. The second tranche is expected to occur within 30 days of the closing of the first tranche, pursuant to which the Company has agreed to issue 6,303,814 shares of its Common Stock. The third tranche is expected to occur following a related stockholder approval to be solicited as soon as possible after completion of the second tranche.

Subject to completion of the second tranche, the Purchase Agreement requires that the Company's Board of Directors increase the number of authorized directors so as to create two vacant seats on the Board, which vacancies shall be filled by nominees selected by the Purchasers on a date following the Company's 2017 Annual Meeting of Stockholders.

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, as amended. 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 set forth below in Part II, Item 1A, "Risk Factors" and included under Part I, Item 1A, "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2016 filed with the Securities and Exchange Commission on March 16, 2017 (our "Annual Report").

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 1, 2017 compared with the three months ended April 2, 2016 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 Corporation, and depending on the context, its subsidiaries.

Company Overview

The business of ChromaDex Corporation is conducted by our principal subsidiaries, ChromaDex, Inc., Healthspan Research, LLC and ChromaDex Analytics, Inc. The Company is a natural products company that discovers, acquires, develops and commercializes patented and proprietary ingredient technologies that address the dietary supplement, food, beverage, skin care and pharmaceutical markets. With the recent acquisition of Healthspan Research, LLC, the Company now has a direct to consumer ("DTC") product, which the Company plans to further develop. Along with our ingredients segment that includes our DTC business, the Company also has a core standards and contract services segment, which focuses on natural product fine chemicals (known as "phytochemicals") and chemistry and analytical testing services, and a regulatory consulting segment. As a result of the Company's relationships with leading universities and research institutions, the Company is able to discover and license early stage, intellectual property-backed ingredient technologies. The Company then utilizes our business to develop commercially viable proprietary ingredients. The Company's proprietary ingredient portfolio is backed with clinical and scientific research, as well as extensive intellectual property protection.

CORE BUSINESS ACTIVITIES

PROPRIETARY INGREDIENTS

Through our ingredients business segment, we develop and commercialize new proprietary ingredients. One of our proprietary ingredients that we commercialized under this business model is nicotinamide riboside ("NR"), for which our brand name is NIAGEN®. NR is found naturally in trace amounts in milk and other foods and is a B3 vitamin. The potential beneficial effects of NR in humans include increased anti-aging properties, fatty acid oxidation, mitochondrial activity, resistance to negative consequences of high-fat diets, protection against oxidative stress, prevention of peripheral neuropathy and blocking muscle degeneration. Published research has shown that NR is a potent precursor to the co-enzyme nicotinamide adenine dinucleotide ("NAD+") in the mitochondria of animals. NAD+ is an important cellular co-factor for improvement of mitochondrial performance and energy metabolism. The Company has built a significant patent portfolio pertaining to NR by separately acquiring patent rights from Cornell University, Dartmouth College and Washington University. We have successfully completed the first human clinical trial using NR and the results demonstrated that a single dose of NR resulted in statistically significant increases in NAD+ in healthy human volunteers. In addition, NR was also found to be safe as no adverse events were observed throughout the clinical trial. In 2015, NR was recognized by the FDA as a "New Dietary Ingredient." NR was also "Generally Recognized As Safe" by an independent panel of expert toxicologists and in August 2016, the U.S. FDA issued a GRAS No Objection Letter. In 2016, we noted continued growth in the number of published research studies, as well as subsequent media attention regarding NR and NAD+ and their importance in healthy aging. Since the launch of NIAGEN®, there have been more than 60 published studies involving NR. Over the past three years, we have established over 100 collaborative agreements with leading universities and research institutions to study the safety and efficacy of NIAGEN®. For years 2016, 2015 and 2014, NIAGEN® accounted for approximately 71%, 68% and 54% of our ingredient segment's total sales, respectively.

Another one of our proprietary ingredients is pterostilbene, which is marketed and sold under our brand name, pTeroPure®. Pterostilbene is a polyphenol and a powerful antioxidant that shows promise in a range of health-related fields. We have exclusive in-licensed patents and patents pending related to the use of pterostilbene for a number of these benefits, and have filed additional patents related to supplementary benefits, such as a patent jointly filed with University of California at Irvine related to its effects on non-melanoma skin cancer. We have successfully conducted a clinical trial, together with the University of Mississippi, related to its blood pressure lowering effects and expect to conduct additional clinical trials on pterostilbene and anticipate entering the dietary supplement and, if clinical results are favorable, the pharmaceutical market. We believe that we also have opportunities in the skin care market and will continue to investigate developing these opportunities internally or through third party partners. We anticipate conducting additional clinical trials on NR, pterostilbene and other compounds in our pipeline to provide differentiation as we market these proprietary ingredients and support various health-related claims or obtain additional regulatory clearances.

DIRECT TO CONSUMER SUPPLMENT BUSINESS

Through Healthspan Research LLC ("Healthspan"), the Company is planning to develop and sell a standalone nicotinamide riboside NIAGEN® supplement direct to consumers, with a goal of launching exclusively in the United States DTC channel in the second half of 2017, pending the development of certain marketing elements and optimization of the fulfillment infrastructure.

On March 12, 2017, ChromaDex Corporation acquired all of the outstanding equity interests of Healthspan and appointed Robert Fried as President and Chief Strategy Officer. Mr. Fried has been a member of the Board of the Company since July 2015, is a manager of Healthspan, and owned approximately 85% of the outstanding equity interests of Healthspan prior to the acquisition by the Company. Mr. Fried is managing the Company's new DTC business and will implement the launch of the new DTC product. We will be executing several strategies to re-brand, re-name and re-position the Healthspan consumer product to penetrate the United States DTC segment with the intent of significantly and sustainably growing the consumption of NR.

The DTC channel is quickly becoming one of the most common and on-trend consumer sales channels for dietary supplements. Entering this channel may give us speed to market and lower market entry costs. We intend to employ a range of marketing activities to sell our DTC product, including internet advertising, managing a website, email campaigns, distribution of research publications and press releases.

ANALYTICAL & CHEMISTRY BASED SERVICES, REGULATORY CONSULTING SERVICES AND NATURAL PRODUCT FINE CHEMICALS

Through ChromaDex Analytics, Inc., a part of our core standards and contract services business segment, we perform chemistry-based analytical services at our laboratory in Boulder, Colorado, supporting quality control or quality assurance activities for the dietary supplement industry. On January 5, 2017, we opened a 10,000 square foot research and development laboratory in Longmont, Colorado. The newly opened laboratory will support the discovery and development of molecules and compounds that add to our proprietary ingredient portfolio, while also allowing for the expansion of existing analytical service offerings at our Boulder, Colorado, location.

We are a leading provider of research and quality-control products and services to the natural products industry. Through our core standards and contract services segment, customers worldwide in the dietary supplement, food and beverage, cosmetic and pharmaceutical industries use our products, which are small quantities of highly characterized, research-grade, plant-based materials, to ensure the quality of their raw materials and finished products. Customers also use our analytical chemistry services to support their quality assurance activities, primarily to ensure the identity, potency and safety of their consumer products. We have conducted this core standards and contract services business since 1999.

We believe there is a growing need at both the manufacturing and government regulatory levels for reference standards, analytical methods and other quality assurance methods to ensure that products that contain plants, plant extracts and naturally occurring compounds distributed to consumers are safe. We further believe that this need is driven by the perception at the consumer level regarding a lack of adequate quality controls related to certain functional food or dietary supplement based products, as well as increased effort on the part of the Food and Drug Administration (“FDA”) to assure Good Manufacturing Practices (“GMP”).

Our core standards and contract service business segment provides us with the opportunity to become aware of the results from research and screening activities performed on thousands of potential natural product candidates through our relationships with various universities and research institutions. By selecting the most promising ingredients leveraged from this market-based screening model, which is grounded by primary research performed through leading universities and institutions, followed by selective investments in further research and development, new proprietary ingredients can be identified and brought to various markets with a much lower investment cost and an increased chance of success.

We also provide our clients in the food, supplement and pharmaceutical industries with effective scientific solutions to manage their potential health and regulatory risks. Our science-based solutions are for both new and existing products that may be subject to product liability and/or exposed to changing scientific standards or public perceptions, literature evaluations, and design and assessment of pre-clinical and clinical safety testing. We specialize in regulatory submissions for food and dietary supplement ingredients. For our clients involved in drug development within the pharmaceutical industry, we provide similar services as well as risk-based strategies, including intellectual property data and compliance gap identification, due diligence assessments and investigational new drug writing. Through our regulatory consulting segment, we have more efficiently advanced products in the dietary supplement, food and beverage, animal health, cosmetic and pharmaceutical markets.

PHARMACEUTICAL

The Company is focused on developing and commercializing proprietary NAD+ precursors for the treatment of several rare diseases.

Initial proof of concept studies, with a focus on rare orphan diseases, have identified the following conditions linked to NAD+ depletion:

- Cockayne Syndrome (“CS”) - completed a pre-Investigational New Drug (“IND”) meeting with the FDA
- Ataxia-telangiectasia (“AT”)
- Mitochondrial Myopathies (“Mitochondrial disease”)

Other orphan diseases with connection to NAD+ depletion or mitochondrial dysfunction include:

- Progeria
- Duchenne Muscular Dystrophy (“DMD”)
- Friedreich’s Ataxia (“FA”)

We also believe that these other diseases should be a good proof of concept for other main stream NAD+ therapeutic platforms, with multiple research-based Rx therapeutic targets where there is a link between a disease or condition and NAD+ depletion, for example:

- Chemotherapy-induced and diabetic-induced neuropathies
- Fatty liver disease
- Neurodegenerative diseases (Alzheimer’s)
- Breast cancer

We completed our pre-IND meeting with the FDA in November 2016. The FDA provided greater clarity on the requirements needed to file an IND to initiate a Phase I/II clinical trial in patients with CS. The Company anticipates filing this IND in 2017. The FDA has indicated it will consider a Fast Track designation for NR at the time of the IND submission.

The results of a mouse study performed in collaboration with National Institute on Aging (“NIA”) at the National Institutes of Health (“NIH”), were published in Cell Metabolism in November 2014. The results indicated that NR was effective at restoring NAD+ levels in mitochondria and rescuing phenotypes associated with CS.

Business Model

Our business model is to identify, acquire, reduce-to-practice, and commercialize innovative new proprietary ingredients and technologies, with an initial industry focus on the dietary supplement, food, beverage, skin care and pharmaceutical markets. With the acquisition of our own DTC company, we have entered the DTC market with our own branded NIAGEN® supplement. We have an experienced team that is highly capable of advancing products through development into commercialization with the required regulatory approval, safety, toxicology, clinical trials, supply chain management, manufacturing, and ultimately either directly selling the products or licensing to third parties. Our clinical trials will potentially reinforce the health benefits that may be associated with our proprietary ingredients, improve the quality or specificity of FDA approved claim we can make with respect to these health benefits, and lead us toward pharmaceutical applications for our proprietary ingredients.

We have taken advantage of both supply chain needs and regulatory requirements such as good manufacturing practices ("GMPs") for dietary supplements to build our core standards and contract services segment. We believe that we create value throughout the supply chain of the pharmaceutical, dietary supplements, functional foods and personal care markets. We do this by:

- Combining the analytical methodology and characterization of materials with the technical support for the sale of reference materials by our clients;
- Helping companies to comply with government regulations; and
- Providing value-added solutions to every layer of the supply chain in order to increase the overall quality of products being produced.

In addition, we provide product regulatory approval and scientific advisory services to our clients in the food, supplement and pharmaceutical industries with effective solutions to manage potential health and regulatory risks. Our science-based solutions are for both new and existing products that may be subject to product liability and/or exposed to changing scientific standards or public perceptions; literature evaluations; and design and assessment of pre-clinical and clinical safety testing. We specialize in regulatory submissions for food and dietary supplement ingredients. For our clients involved in drug development within the pharmaceutical industry, we provide similar services as well as risk-based strategies, including intellectual property data and compliance gap identification, due diligence assessments and investigational new drug writing. By providing a more comprehensive suite of science-based and regulatory services, we will be able to more efficiently advance products in the dietary supplement, food and beverage, animal health, cosmetic and pharmaceutical markets.

We will continue to expand this aspect of our business and, more importantly, capitalize on additional opportunities in product development and commercialization of various kinds of intellectual property that we have largely discovered and acquired through the sales process associated with our core standards and contract services segment.

Our core standards and contract services segment provides us with the opportunity to become aware of the results from research and screening activities performed on thousands of potential natural product candidates through our relationships with various universities and research institutions. By selecting the most promising ingredients leveraged from this market-based screening model, which is grounded by primary research performed through leading universities and institutions, followed by selective investments in further research and development, new proprietary ingredient technologies can be identified and brought to various markets with a much lower investment cost and an increased chance of success.

We continue to identify and in-license novel, proprietary ingredients with significant potential health benefits. Among these next generation compounds are pterostilbene and caffeine co-crystal, which allows formulators of energy products to reduce the amount of caffeine in their products, and anthocyanins, which are compounds responsible for the dark pigment found in certain berries and flowers. Like NIAGEN® and pTeroPure®, these compounds also have potential in multiple markets.

Overview of our Products and Services

Current products and services provided are as follows:

PROPRIETARY INGREDIENTS

- *Nicotinamide riboside NIAGEN® (ingredients segment)*. We are working to develop and conduct additional clinical trials to validate the health benefits associated with NR, a recently discovered vitamin found naturally in milk. NR is the most efficient B3 vitamin to enhance NAD+ energetics. NR has shown promise for improving cardiovascular health, glucose levels and cognitive function and has demonstrated evidence of anti-aging effects.

- *Pterostilbene pTeroPure® (ingredients segment).* Pterostilbene is a polyphenol and a powerful antioxidant that shows promise in a range of health related fields. We have exclusive in-licensed patents and patents pending related to the use of pterostilbene for a number of these benefits, and have filed additional patents related to supplementary benefits, such as a patent jointly filed with University of California at Irvine related to its effects on non-melanoma skin cancer. We have successfully conducted a clinical trial, together with the University of Mississippi, related to its blood pressure lowering effects and expect to conduct additional clinical trials on pterostilbene and anticipate entering the dietary supplement and, if clinical results are favorable, the pharmaceutical market.

- *Pterostilbene and caffeine co-crystal PURENERGY® (ingredients segment).* We are working to develop and conduct additional clinical trials to validate the benefits of the co-crystal ingredient comprised of caffeine and pterostilbene. The first human study of this ingredient demonstrated that it delivers 30 percent more caffeine, stays in the blood stream longer, and is absorbed more slowly than ordinary caffeine. With this ingredient, formulators of energy products may have the ability to reduce the total amount of caffeine in their products by as much as 50% without sacrificing consumers' expectations from such products.

- *Anthocyanin AnthOrigin™ (ingredients segment)*. We plan to develop an extraction process to concentrate the anthocyanins in Suntava® Purple Corn which will be used to produce a concentrated anthocyanin ingredient. We will utilize the expertise of a toll manufacturer to produce the commercial ingredient. We believe there is a ready market for cost-effective concentrated anthocyanins having application in dietary supplements, sports nutrition, food & beverage and skin care.

- *Spirulina Extract Immulina™ (ingredients segment).* IMMULINA™ is a spirulina extract and the predominant active compounds are Braun-type lipoproteins which are useful for improving human immune function. These lipoproteins are present at much greater levels than those found within commonly used immune enhancing botanicals such as Echinacea and ginseng.

DIRECT TO CONSUMER PRODUCT

- We currently offer a branded NIAGEN product direct to consumers through our subsidiary, Healthspan Research LLC. Our DTC business will focus solely on the sale of our branded NIAGEN® and other NAD+ related precursors products.

ANALYTICAL & CHEMISTRY BASED SERVICES, REGULATORY CONSULTING SERVICES AND NATURAL PRODUCT FINE CHEMICALS

- *Supply of reference standards, materials & kits (core standards and contract services segment).* We supply a wide range of products necessary to conduct quality control of raw materials and consumer products. Reference standards and materials and the kits created from them are used for research and quality control in the dietary supplements, cosmetics, food and beverages, and pharmaceutical industries.

- *Supply of fine chemicals and phytochemicals (core standards and contract services segment).* As demand for new natural products and phytochemicals increases, we can scale up and supply our core products in the gram to kilogram scale for companies that require these products for research and new product development.

- *Contract services (core standards and contract services segment)*. We provide a wide range of contract services ranging from routine contract analysis for the production of dietary supplements, cosmetics, foods and other natural products to elaborate contract research for clients in these industries.

- *Regulatory consulting services (core standards and contract services segment)*. We provide a comprehensive range of consulting services in the areas of regulatory support, new ingredient or product development, risk management and litigation support. We provide and offer product regulatory approval and scientific advisory services.

- *Process development (core standards and contract services segment).* Developing cost effective and efficient processes for manufacturing natural products can be very difficult and time consuming. We assist customers in creating processes for cost-effective manufacturing of natural products, using "green chemistry."

- *Quality verification seal program (core standards and contract services segment).* We intend to further develop and expand our offering of "ChromaDex® Quality Verified Seal" program which currently includes (i) supply chain facility audits and inspections to verify compliance with Good Manufacturing Practices as specified by the FDA; (ii) a comprehensive identity testing program for raw materials and finished products; (iii) finished product testing for potential contaminants such as microbials, heavy metals and residual solvents; and (iv) provisions for ongoing monitoring to be performed as part of a quality protocol design and managed by the Company.

- *Phytochemical libraries (core standards and contract services segment).* We intend to continue investing in the development of natural product based libraries by continuing to create these libraries internally as well as through product licensing.

- *Databases for cross-referencing phytochemicals (core standards and contract services segment)*. We are working on building a database for cross referencing phytochemicals against an extensive list of plants, including links to references to ethnopharmacological, ethnobotanical, and biological activity, as well as clinical evidence.

Sales and Marketing Strategy

Our sales structure for the ingredients segment and core standards and contract services segment is based on a direct, technically-oriented model. We recruit and hire sales and marketing staff with appropriate commercial and scientific backgrounds. Our sales staff currently operates out of our Irvine, California office and performs sales duties by using combinations of telemarketing, e-mail, tradeshows and customer visits. The Inside Sales portion of the organization also has customer service responsibilities. All sales and marking staff are compensated based on salary and performance-based bonus.

Our DTC business will employee a variety of strategies to drive sales and consumer awareness of NIAGEN®, including internet advertising, managing websites, email campaigns, distribution of research publications and press releases.

The regulatory consulting segment, operating out of Rockville, Maryland, generates scientific and regulatory consulting revenue from an existing well-established list of Fortune 1000 customers and referrals. Our sales staff for the ingredients, reference standards and analytical service business in Irvine, California also generates leads for the regulatory consulting segment.

USA and Canada:

For our all of our business, we employ a range of the following marketing activities to promote and sell our products and services:

- Catalogs, research publications, brochures and flyers
- Tradeshows and conferences
- Newsletters (via e-mail)
- Internet
- Website
- Advertising in trade publications
- Press releases

We intend to continue to use a direct marketing approach to promote our products and services to all markets that we target for direct sales.

International:

For our ingredients segment, most of our customers are based currently in U.S. We are looking to expand into international markets through our international business partners.

For our core standards contract services segment, we use international distributors to market and sell to several foreign countries or markets. The use of distributors in some international markets has proven to be more effective than direct sales. Currently, we have distribution agreements in place with the following distributors for the following countries or regions:

- Europe (LGC Limited)
- China (MeiTech International LLC)
- Japan (Wako Pure Chemical Industries, Ltd.)
- Korea (Dongmyung Scientific Co.)
- Brazil (JMC, Inc.)
- Australia and New Zealand (Phenomenex)
- Taiwan (Uni Onward)
- South Africa (Industrial Analytical)
- India
- Indonesia, Malaysia, Singapore and Thailand
- Mexico

For our regulatory consulting services, we engage in consulting projects for customers all over the world, including Europe, South America, and Asia. Consulting revenues are generated from an existing well-established list of Fortune 1000 customers and referrals.

Competitive Business Conditions

For our ingredients segment, we face little direct competition as the ingredients we offer, such as NIAGEN® and pTeroPure® are backed by intellectual property exclusively licensed to us. We, however, face strong indirect competition from other ingredient suppliers who may supply alternative ingredients that may have similar characteristics compared to the ingredients we offer. Below is a list of some of the competitors for our ingredients segment.

Ingredients Business Segment Competitors

- Royal DSM (the Netherlands)
- Glanbia plc (Ireland)
- BASF (Germany)
- Lonza Group Ltd (Switzerland)
- Sabinsa Corporation (India/USA)

For our own DTC standalone NIAGEN® supplement product, we may eventually be in direct competition with some of our current ingredients segment customers that use NIAGEN® in the products that are sold to consumers.

For the core standards and contract services segment, we face competition within the standardization and quality testing niche of the natural products market, though we know of no other companies that offer both reference standards and testing to their customers. Below is a current list of certain competitors. These competitors have already developed reference standards or contract services or are currently taking steps to develop botanical standards or contract services. Of the competitors listed, some currently sell fine chemicals, which, by default, are sometimes used as reference standards, and others are closely aligned with our market niche so as to reduce any barriers to entry if these companies wish to compete. Some of these competitors currently offer similar services and have the scale and resources to compete with us for larger customer accounts. Because some of our competitors are larger in total size and capitalization, they likely have greater access to capital markets, and are in a better position than we are to compete nationally and internationally.

Core Standards and Contract Services Segment Competitors

- Sigma-Aldrich (USA)
- Phytolab (Germany)
- US Pharmacopoeia (USA)
- Extrasynthese (France)
- Covance (USA)
- Eurofins (France)
- Silliker Canada Co. (Canada)

For regulatory consulting services, there are numerous competitors, including some that are much larger companies with more resources. The success in winning and retaining clients is heavily dependent on the efforts and reputation of our consultants. We believe the barriers to entry in particular areas of our consulting expertise are low.

Manufacturing

For our ingredients segment, DTC, and our core standards and contract services segment, we currently utilize third-party manufacturers to produce and supply the ingredients, products, and services. Following the receipt of products or product components from third-party manufacturers, we currently inspect products, as needed. We expect to reserve the right to inspect and ensure conformance of each product and product component to our specifications. We will also consider manufacturing certain products or product components internally, if our capacity permits, when demand or quality requirements make it appropriate to do so.

We intend to work with manufacturing companies that can meet the standards imposed by the FDA, the International Organization for Standardization ("ISO") and the quality standards that we will require for our own internal policies and procedures. We expect to monitor and manage supplier performance through a corrective action program developed by us. We believe these manufacturing relationships can minimize our capital investment, help control costs, and allow us to compete with larger volume manufacturers of dietary supplements, phytochemicals and ingredients.

Financial Condition and Results of Operations

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.

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, Federal Trade Commission 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.

Our net sales and net income (loss) for the three-month periods ending on April 1, 2017 and April 2, 2016 were as follows:

	Three months ending	
	April 1, 2017	April 2, 2016
Net sales	**$ 4,449,000**	$ 7,332,000
Net income (loss)	**(1,929,000)**	256,000
Basic income (loss) per common share	**$ (0.05)**	$ 0.01
Diluted income (loss) per common share	**$ (0.05)**	$ 0.01

Over the next twelve months, we plan to continue to increase research and development efforts for our line of proprietary ingredients, subject to available financial resources.

Net Sales

Net sales consist of gross sales less discounts and returns.

	Three months ending		
	April 1, 2017	April 2, 2016	Change
Net sales:			
Ingredients	**$ 2,084,000**	$ 4,600,000	-55%
Core standards and contract services	**2,365,000**	2,732,000	-13%
Total net sales	**$ 4,449,000**	$ 7,332,000	-39%

- The decrease in sales for the ingredients segment for the three months ended April 1, 2017 is mainly due to decreased sales of "NIAGEN®." Certain customers that placed large orders during the period ended April 2, 2016 did not place orders of similar size during the three months ended April 1, 2017.
- The decrease in sales for the core standards and contract services segment is primarily due to decreased sales of analytical testing and contract services.

Cost of Sales

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

	Three months ending			
	April 1, 2017		April 2, 2016	
	Amount	% of net sales	Amount	% of net sales
Cost of sales:				
Ingredients	**$ 914,000**	44%	$ 2,099,000	46%
Core standards and contract services	**1,782,000**	75%	1,782,000	65%
Total cost of sales	**$ 2,696,000**	61%	$ 3,881,000	53%

The cost of sales, as a percentage of net sales, increased 8% for the three-month periods ended April 1, 2017, compared to the comparable period in 2016.

- The cost of sales, as a percentage of net sales, for the ingredients segment decreased slightly as we were able to manage favorable pricing levels.
- The cost of sales, as a percentage of net sales for the core standards and contract services segment, increased 8% for the three-month period ended April 1, 2017, compared to the comparable period in 2016. The decrease in analytical testing and contract services sales led to a lower labor utilization rate, which resulted in increasing our cost of sales as a percentage of net sales.

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 1, 2017	April 2, 2016	Change
Gross profit:			
Ingredients	**$ 1,170,000**	$ 2,501,000	-53%
Core standards and contract services	**583,000**	950,000	-39%
Total gross profit	**$ 1,753,000**	$ 3,451,000	-49%

- The decreased gross profit for the ingredients segment for the three months ended April 1, 2017 is due to the decreased sales of "NIAGEN®."
- The decreased gross profit for the core standards and contract services segment is largely due to the decreased 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 decrease in proportion to sales, hence yielding lower profit margin.

Operating Expenses-Sales and Marketing

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

	Three months ending		
	April 1, 2017	April 2, 2016	Change
Sales and marketing expenses:			
Ingredients	**$ 305,000**	$ 332,000	-8%
Core standards and contract services	**291,000**	213,000	37%
Total sales and marketing expenses	**$ 596,000**	$ 545,000	9%

- For the ingredients segment, the decrease for the three months ended April 1, 2017 is largely due to a decrease in third party commission expenses, as sales to certain customers that Company pays commissions on decreased.
- For the core standards and contract services segment, the increase is largely due to increasing our marketing efforts and hiring additional staff.

Operating Expenses-Research and Development

Research and development expenses mainly consist of clinical trials and process development expenses.

	Three months ending		
	April 1, 2017	April 2, 2016	Change
Research and development expenses:			
Ingredients	**$ 664,000**	$ 464,000	43%

- We increased our research and development efforts for the ingredients segment with a focus on our "NIAGEN®" brand. Subject to available financial resources, we plan to continue to increase research and development efforts for our line of proprietary ingredients.

Operating Expenses-General and Administrative

General and administrative expenses consist of general company administration, IT, accounting and executive management.

	Three months ending		
	April 1, 2017	April 2, 2016	Change
General and administrative	**$ 2,383,000**	$ 1,989,000	20%

- The increase was primarily related to legal expenses. For the three-month period ended April 1, 2017, our legal expenses increased to approximately $432,000 compared to approximately $12,000 for the comparable period in 2016. The ongoing litigation with Elysium Health, Inc. was the main reason for the increase in legal expenses.

Non-operating income- Interest Income

Interest income consists of interest earned on money market accounts. The Company had approximately $0 interest income for the thee-month period ended April 1, 2017, compared to approximately $1,000 for the three-month period ended April 2, 2016.

Non-operating Expenses- Interest Expense

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

	Three months ending		
	April 1, 2017	April 2, 2016	Change
Interest expense	**$ 38,000**	$ 188,000	-80%

- The decrease in interest expense was mainly due to the term loan from Hercules Technology II, L.P. which the Company drew down an initial $2.5 million on September 29, 2014 and a second $2.5 million on June 18, 2015. The Company fully repaid the loan on June 14, 2016.

Income Taxes

At April 1, 2017 and April 2, 2016, the Company maintained a full valuation allowance against the entire deferred income tax balance which resulted in an effective tax rate of approximately 0% and 4% for the three-month periods ended April 1, 2017 and April 2, 2016, respectively.

Depreciation and Amortization

Depreciation expense for the three-month period ended April 1, 2017 was approximately $129,000 as compared to $83,000 for the three-month period ended April 2, 2016. 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 1, 2017 was approximately $24,000 as compared to $11,000 for the three-month period ended April 2, 2016. We amortize intangible assets using a straight-line method, generally over 10 years. For licensed patent rights, the useful lives are 10 years or the remaining term of the patents underlying licensing rights, whichever is shorter. The useful lives of subsequent milestone payments that are capitalized are the remaining useful life of the initial licensing payment that was capitalized.

Liquidity and Capital Resources

From inception through April 1, 2017, we have incurred aggregate losses of approximately $47 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.

Subsequent to the period ended April 1, 2017, on April 26, 2017, the Company entered into a Securities Purchase Agreement with certain purchasers named therein, pursuant to which the Company agreed to sell and issue up to $25.0 million of its Common Stock at a purchase price of $2.60 per share in three tranches of approximately $3.5 million, $16.4 million and $5.1 million, respectively. The first tranche closed on April 27, 2017, pursuant to which the Company issued 1,346,154 shares of its Common Stock. The second tranche is expected to occur within 30 days of the closing of the first tranche, pursuant to which the Company has agreed to issue 6,303,814 shares of its Common Stock. The third tranche is expected to occur following a related stockholder approval to be solicited as soon as possible after completion of the second tranche.

While we anticipate that our current cash, cash equivalents, cash to be generated from operations and the funds from the financing transaction described above will be sufficient to meet our projected operating plans through at least May 12, 2018, 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.

Net cash used in operating activities

Net cash used in operating activities for the three months ended April 1, 2017 was approximately $51,000 as compared to approximately $2,896,000 for the three months ended April 2, 2016. Along with the net loss, an increase in inventories and a decrease in accrued expenses were the largest uses of cash during the three-month period ended April 1, 2017, partially offset by the increase in accounts payable. Net cash used in operating activities for the three months ended April 2, 2016 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 $346,000 for the three months ended April 1, 2017, compared to approximately $32,000 for the three months ended April 2, 2016. Net cash used in investing activities for the three months ended April 1, 2017 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 consisted of purchases of leasehold improvements and equipment and intangible assets.

Net cash used in (provided by) financing activities

Net cash used in financing activities was approximately $61,000 for the three months ended April 1, 2017, compared to approximately $374,000 provided by for the three months ended April 2, 2016. Net cash used in financing activities for the three months ended April 1, 2017 mainly consisted of principal payments on capital leases. Net cash provided by financing activities for the three months ended April 2, 2016 mainly consisted of proceeds from the issuance of our common stock and warrants through a private offering to our existing stockholder and exercise of stock options, offset by principal payments on loan payable and capital leases.

Contractual Obligations and Commitments

During the three months ended April 1, 2017, there were no material changes outside of the ordinary course of business in the specified contractual obligations disclosed in "Management's Discussion and Analysis of Financial Condition and Results of Operations," as contained in our Annual Report, other than as disclosed in "Item 1 Financial Statements" of this Quarterly Report.

Off-Balance Sheet Arrangements

During the three months ended April 1, 2017, we had no material off-balance sheet arrangements other than with respect to ordinary operating leases as disclosed in the "Financial Statements and Supplementary Data" section of our Annual Report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

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

The Company's cash investments consist 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 1, 2017 and April 2, 2016 had a significant impact on our results of operations.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the supervision of our Chief Executive Officer and Chief Financial Officer (our principal executive officer and principal financial officer, respectively), evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 under the Securities Exchange Act of 1934, as amended, 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 1, 2017, 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

An evaluation was also performed under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of any change in our internal control over financial reporting (as defined in Rule 13a−15(f) promulgated under the Securities Exchange Act of 1934, as amended) that occurred during our last fiscal quarter and that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. There were no changes in internal control over financial reporting that occurred during the Company's first fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

As previously disclosed, on December 29, 2016, ChromaDex, Inc. filed a complaint (the "Complaint") in the United States District Court for the Central District of California, naming Elysium Health, Inc. as defendant. Among other allegations, ChromaDex, Inc. alleges in the Complaint that (i) Elysium breached the Supply Agreement, dated June 26, 2014, by and between ChromaDex, Inc. and Elysium Health, LLC ("Elysium") (the "pTeroPure® Supply Agreement"), by failing to make payments to ChromaDex, Inc. for purchases of pTeroPure® pursuant to the pTeroPure® Supply Agreement, (ii) Elysium breached the Supply Agreement, dated February 3, 2014, by and between ChromaDex, Inc. and Elysium, as amended (the "NIAGEN® Supply Agreement"), by failing to make payments to ChromaDex, Inc. for purchases of NIAGEN® pursuant to the NIAGEN® Supply Agreement, (iii) Elysium breached the Trademark License and Royalty Agreement, dated February 3, 2014, by and between ChromaDex, Inc. and Elysium (the "License Agreement"), by failing to make payments to ChromaDex, Inc. for royalties due pursuant to the License Agreement and (iv) certain officers of Elysium made false promises and representations to induce ChromaDex, Inc. into providing large supplies of pTeroPure® and NIAGEN® to Elysium pursuant to the pTeroPure® Supply Agreement and NIAGEN® Supply Agreement. ChromaDex, Inc. is seeking punitive damages, money damages and interest.

On January 25, 2017, Elysium filed an answer and counterclaims (the "Counterclaim") in response to the Complaint. Among other allegations, Elysium alleges in the Counterclaim that (i) ChromaDex, Inc. breached the NIAGEN® Supply Agreement by not issuing certain refunds or credits to Elysium and for violating certain confidential information provisions, (ii) ChromaDex, Inc. breached the implied covenant of good faith and fair dealing pursuant to the NIAGEN® Supply Agreement, (iii) ChromaDex, Inc. breached certain confidential provisions of the pTeroPure® Supply Agreement, (iv) ChromaDex, Inc. fraudulently induced Elysium into entering into the License Agreement (the "Fraud Claim"), (v) ChromaDex, Inc.'s conduct constitutes misuse of its patent rights (the "Patent Claim") and (vi) ChromaDex, Inc. has engaged in unlawful or unfair competition under California state law (the "Unfair Competition Claim"). Elysium is seeking damages for ChromaDex, Inc.'s alleged breaches of the NIAGEN® Supply Agreement and pTeroPure® Supply Agreement, and compensatory damages, punitive damages and/or rescission of the License Agreement and restitution of any royalty payments conveyed by Elysium pursuant to the License Agreement.

On February 15, 2017, ChromaDex, Inc. filed an amended complaint (the "Amended Complaint"). In the Amended Complaint, ChromaDex, Inc. re-alleges the claims in the Complaint, and also alleges that Elysium willfully and maliciously misappropriated ChromaDex, Inc.'s trade secrets. On February 15, 2017, ChromaDex, Inc. also filed a motion to dismiss the Fraud Claim, the Patent Claim and the Unfair Competition Claim. On March 1, 2017, Elysium filed a motion to dismiss ChromaDex, Inc.'s fraud and trade secret misappropriation causes of action. On March 6, 2017, Elysium filed a first amended counterclaim. On March 20, 2017, ChromaDex, Inc. moved to dismiss Elysium's amended fraud, patent misuse and the Unfair Competition Claim. The hearing on both motions to dismiss is set for May 15, 2017. While ChromaDex, Inc. expresses no opinion as to the ultimate outcome of this matter, ChromaDex, Inc. believes Elysium's allegations are without merit and will vigorously defend against them.

As of April 1, 2017, ChromaDex, Inc. did not accrue a potential loss for the Counterclaim because ChromaDex, Inc. believes that the allegations are without merit and thus it is not probable that a liability had been incurred, and the amount of loss cannot be reasonably estimated.

From time to time we are involved in legal proceedings arising in the ordinary course of our business. We believe that there is no other litigation pending that is likely to have, individually or in the aggregate, a material adverse effect on our financial condition or results of operations.

ITEM 1A. RISK FACTORS

Investing in our common stock involves a high degree of risk. Current investors and potential investors should consider carefully the risks and uncertainties described below and in our Annual Report, together with all other information contained in this Form 10-Q and our Annual Report, including our financial statements, the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations," before making investment decisions with respect to our common stock. If any of the following risks actually occur, our business, financial condition, results of operations and future growth prospects would likely be materially and adversely affected. Under these circumstances, the trading price and value of our common stock could decline, and you may lose all or part of your investment. The risks and uncertainties described in this Form 10-Q and in our Annual Report are not the only ones facing our Company. Additional risks and uncertainties of which we are not presently aware, or that we currently consider immaterial, may also impair our business operations. The risk factors set forth below that are marked with an asterisk (*) contain changes to the similarly titled risk factors included in Part I, Item 1A of our Annual Report.

Risks Related to our Company and our Business

We have a history of operating losses, we may need additional financing to meet our future long-term capital requirements and may be unable to raise sufficient capital on favorable terms or at all.

We have recorded a net loss of approximately $1,929,000 for the three months ended April 1, 2017, and we have a history of losses and may continue to incur operating and net losses for the foreseeable future. We incurred net losses of approximately $2,928,000, $2,771,000 and $5,388,000 for the years ended December 31, 2016, January 2, 2016 and January 3, 2015, respectively. As of April 1, 2017, our accumulated deficit was approximately $47.2 million. We have not achieved profitability on an annual basis. We may not be able to reach a level of revenue to continue to achieve and sustain profitability. If our revenues grow slower than anticipated, or if operating expenses exceed expectations, then we may not be able to achieve and sustain profitability in the near future or at all, which may depress our stock price.

Subsequent to the period ended April 1, 2017, the Company entered into a Securities Purchase Agreement with certain purchasers named therein, pursuant to which the Company agreed to sell and issue up to $25.0 million of its Common Stock at a purchase price of $2.60 per share in three tranches of approximately $3.5 million, $16.4 million and $5.1 million, respectively. The first tranche closed on April 27, 2017, pursuant to which the Company issued 1,346,154 shares of its Common Stock. The second tranche is expected to occur within 30 days of the closing of the first tranche, pursuant to which the Company has agreed to issue 6,303,814 shares of its Common Stock. The third tranche is expected to occur following a related stockholder approval to be solicited as soon as possible after completion of the second tranche.

While we anticipate that our current cash, cash equivalents, cash to be generated from operations and the funds from the financing transaction described above will be sufficient to meet our projected operating plans through at least May 2018, the second and the third tranches of the financing transaction are not certain to close and 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.

**** Our capital requirements will depend on many factors.***

Our capital requirements will depend on many factors, including:

- the revenues generated by sales of our products;
- the costs associated with expanding our sales and marketing efforts, including efforts to hire independent agents and sales representatives and obtain required regulatory approvals and clearances;
- the expenses we incur in developing and commercializing our products, including the cost of obtaining and maintaining regulatory approvals; and
- unanticipated general and administrative expenses.

As a result of these factors, we may seek to raise additional capital prior to May 2018 both to meet our projected operating plans after May 2018 and to fund our longer term strategic objectives. Additional capital may come from public and private equity or debt offerings, borrowings under lines of credit or other sources. These additional funds may not be available on favorable terms, or at all. There can be no assurance we will be successful in raising these additional funds. Furthermore, if we issue equity or debt securities to raise additional funds, our existing stockholders may experience dilution and the new equity or debt securities we issue may have rights, preferences and privileges senior to 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 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, execute our business plan, 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.

**** We are currently engaged in litigation with Elysium Health, LLC that may harm our business, and a disruption in sales to or the ability to collect from this customer or other significant customers in the future, could also materially harm our financial results.***

We are currently engaged in litigation with Elysium Health, LLC, a customer that represented 19% of our net sales for the year ending December 31, 2016. This customer has not paid us approximately $3.0 million for previous purchase orders. We may not collect the full amount owed to us by this customer, and as a result, we may have to write off a large portion of that amount as uncollectible expense. We may also have to discount future sales, if any, to this customer.

The litigation may turn out to be substantial and complex, and it could cause us to incur significant costs and distract our management over an extended period of time. The litigation may substantially disrupt our business and we cannot assure you that we will be able to resolve the litigation on terms favorable to us. The customer has filed a counterclaim against us, and if we are unsuccessful in resolving the litigation on favorable terms to us, we may be forced to pay compensatory and punitive damages and restitution for any royalty payments that we received from the customer. We cannot guarantee that the customer will continue to make purchases at previous volumes or prices, which may harm our future sales if we cannot replace their volume with other existing and new customers and which may materially affect our future financial results.

Going forward, we may have additional customers upon whom we become highly dependent. Factors that could influence our relationship with our significant customer and other customers upon whom we may become highly dependent include:

- our ability to maintain our products at prices that are competitive with those of our competitors;
- our ability to maintain quality levels for our products sufficient to meet the expectations of our customers;
- our ability to produce, ship and deliver a sufficient quantity of our products in a timely manner to meet the needs of our customers;
- our ability to continue to develop and launch new products that our customers feel meet their needs and requirements, with respect to cost, timeliness, features, performance and other factors;
- our ability to provide timely, responsive and accurate customer support to our customers; and
- the ability of our customers to effectively deliver, market and increase sales of their own products based on ours.

Decline in the state of the global economy and financial market conditions could adversely affect our ability to conduct business and our results of operations.

Global economic and financial market conditions, including disruptions in the credit markets and the impact of the global economic deterioration may materially impact our customers and other parties with whom we do business. These conditions could negatively affect our future sales of our ingredient lines as many consumers consider the purchase of nutritional products discretionary. Decline in general economic and financial market conditions could materially adversely affect our financial condition and results of operations. Specifically, the impact of these volatile and negative conditions may include decreased demand for our products and services, a decrease in our ability to accurately forecast future product trends and demand, and a negative impact on our ability to timely collect receivables from our customers. The foregoing economic conditions may lead to increased levels of bankruptcies, restructurings and liquidations for our customers, scaling back of research and development expenditures, delays in planned projects and shifts in business strategies for many of our customers. Such events could, in turn, adversely affect our business through loss of sales.

We may need to increase the size of our organization, and we can provide no assurance that we will successfully expand operations or manage growth effectively.

Our significant increase in the scope and the scale of our product launches, including the hiring of additional personnel, has resulted in significantly higher operating expenses. As a result, we anticipate that our operating expenses will continue to increase. Expansion of our operations may also cause a significant demand on our management, finances and other resources. Our ability to manage the anticipated future growth, should it occur, will depend upon a significant expansion of our accounting and other internal management systems and the implementation and subsequent improvement of a variety of systems, procedures and controls. There can be no assurance that significant problems in these areas will not occur. Any failure to expand these areas and implement and improve such systems, procedures and controls in an efficient manner at a pace consistent with our business could have a material adverse effect on our business, financial condition and results of operations. There can be no assurance that our attempts to expand our marketing, sales, manufacturing and customer support efforts will be successful or will result in additional sales or profitability in any future period. As a result of the expansion of our operations and the anticipated increase in our operating expenses, as well as the difficulty in forecasting revenue levels, we expect to continue to experience significant fluctuations in our results of operations.

****Changes in our business strategy, including entering the DTC market, or restructuring of our businesses may increase our costs or otherwise affect the profitability of our businesses.***

As changes in our business environment occur we may adjust our business strategies to meet these changes or we may otherwise decide to restructure our operations or particular businesses or assets. In addition, external events including changing technology, changing consumer patterns and changes in macroeconomic conditions may impair the value of our assets. When these changes or events occur, we may incur costs to change our business strategy and may need to write down the value of assets. In any of these events, our costs may increase, we may have significant charges associated with the write-down of assets or returns on new investments may be lower than prior to the change in strategy or restructuring. For example, if we are not successful in developing our DTC business, our sales may decrease and our costs may increase.

****The success of our ingredient and DTC business is linked to the size and growth rate of the vitamin, mineral and dietary supplement market and an adverse change in the size or growth rate of that market could have a material adverse effect on us.***

An adverse change in the size or growth rate of the vitamin, mineral and dietary supplement market could have a material adverse effect on our business. Underlying market conditions are subject to change based on economic conditions, consumer preferences and other factors that are beyond our control, including media attention and scientific research, which may be positive or negative.

Our future growth and profitability of our DTC business will depend in large part upon the effectiveness and efficiency of our marketing expenditures and our ability to select effective markets and media in which to advertise.

Our business success depends on our ability to attract and retain customers, which significantly depends on our marketing practices. Our future growth and profitability will depend in large part upon the effectiveness and efficiency of our marketing expenditures, including our ability to:

- create greater awareness of our brand;
- identify the most effective and efficient levels of spending in each market, media and specific media vehicle;
- determine the appropriate creative messages and media mix for advertising, marketing and promotional expenditures;
- effectively manage marketing costs (including creative and media) in order to maintain acceptable customer acquisition costs;
- acquire cost-effective television advertising;
- select the most effective markets, media and specific media vehicles in which to advertise; and
- convert consumer inquiries into actual orders.

Unfavorable publicity or consumer perception of our products and any similar products distributed by other companies could have a material adverse effect on our business.

We believe the nutritional supplement market is highly dependent upon consumer perception regarding the safety, efficacy and quality of nutritional supplements generally, as well as of products distributed specifically by us. Consumer perception of our products can be significantly influenced by scientific research or findings, regulatory investigations, litigation, national media attention and other publicity regarding the consumption of nutritional supplements. We cannot assure you that future scientific research, findings, regulatory proceedings, litigation, media attention or other favorable research findings or publicity will be favorable to the nutritional supplement market or any particular product, or consistent with earlier publicity. Future research reports, findings, regulatory proceedings, litigation, media attention or other publicity that are perceived as less favorable than, or that question, such earlier research reports, findings or publicity could have a material adverse effect on the demand for our products and consequently on our business, results of operations, financial condition and cash flows.

Our dependence upon consumer perceptions means that adverse scientific research reports, findings, regulatory proceedings, litigation, media attention or other publicity, whether or not accurate or with merit, could have a material adverse effect on the demand for our products, the availability and pricing of our ingredients, and our business, results of operations, financial condition and cash flows. Further, adverse public reports or other media attention regarding the safety, efficacy and quality of nutritional supplements in general, or our products specifically, or associating the consumption of nutritional supplements with illness, could have such a material adverse effect. Any such adverse public reports or other media attention could arise even if the adverse effects associated with such products resulted from consumers' failure to consume such products appropriately or as directed and the content of such public reports and other media attention may be beyond our control.

We may incur material product liability claims, which could increase our costs and adversely affect our reputation, revenues and operating income.

As an ingredient supplier and consumer product supplier we market and manufacture products designed for human and animal consumption, we are subject to product liability claims if the use of our products is alleged to have resulted in injury. Our products consist of vitamins, minerals, herbs and other ingredients that are classified as foods, dietary supplements, or natural health products, and, in most cases, are not necessarily subject to pre-market regulatory approval in the United States. Some of our products contain innovative ingredients that do not have long histories of human consumption. Previously unknown adverse reactions resulting from human consumption of these ingredients could occur. In addition, the products we sell are produced by third-party manufacturers. As a marketer of products manufactured by third parties, we also may be liable for various product liability claims for products we do not manufacture. We may, in the future, be subject to various product liability claims, including, among others, that our products include inadequate instructions for use or inadequate warnings concerning possible side effects and interactions with other substances. A product liability claim against us could result in increased costs and could adversely affect our reputation with our customers, which, in turn, could have a materially adverse effect on our business, results of operations, financial condition and cash flows.

We acquire a significant amount of key ingredients for our products from foreign suppliers, and may be negatively affected by the risks associated with international trade and importation issues.

We acquire a significant amount of key ingredients for a number of our products from suppliers outside of the United States, particularly India and China. Accordingly, the acquisition of these ingredients is subject to the risks generally associated with importing raw materials, including, among other factors, delays in shipments, changes in economic and political conditions, quality assurance, nonconformity to specifications or laws and regulations, tariffs, trade disputes and foreign currency fluctuations. While we have a supplier certification program and audit and inspect our suppliers' facilities as necessary both in the United States and internationally, we cannot assure you that raw materials received from suppliers outside of the United States will conform to all specifications, laws and regulations. There have in the past been quality and safety issues in our industry with certain items imported from overseas. We may incur additional expenses and experience shipment delays due to preventative measures adopted by the Indian and U.S. governments, our suppliers and our company.

The insurance industry has become more selective in offering some types of coverage and we may not be able to obtain insurance coverage in the future.

The insurance industry has become more selective in offering some types of insurance, such as product liability, product recall, property and directors' and officers' liability insurance. Our current insurance program is consistent with both our past level of coverage and our risk management policies. However, we cannot assure you that we will be able to obtain comparable insurance coverage on favorable terms, or at all, in the future. Certain of our customers as well as prospective customers require that we maintain minimum levels of coverage for our products. Lack of coverage or coverage below these minimum required levels could cause these customers to materially change business terms or to cease doing business with us entirely.

If we experience product recalls, we may incur significant and unexpected costs, and our business reputation could be adversely affected.

We may be exposed to product recalls and adverse public relations if our products are mislabeled or alleged to cause injury or illness, or if we are alleged to have violated governmental regulations. A product recall could result in substantial and unexpected expenditures, which would reduce operating profit and cash flow. In addition, a product recall may require significant management attention. Product recalls may hurt the value of our brands and lead to decreased demand for our products. Product recalls also may lead to increased scrutiny by federal, state or international regulatory agencies of our operations and increased litigation and could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Launching our new DTC product could put us in direct competition with our current ingredients segment customers and could potentially harm the sales of our ingredients segment business.

By developing and selling our own DTC standalone NIAGEN® supplement product, we may eventually be in direct competition with some of our current ingredients segment customers that use NIAGEN® in the products that are sold to consumers. As our own DTC product becomes more prominent and widely adopted by consumers, this competition could potential harm the sales of our ingredients segment business, and our sales of NIAGEN® for our ingredients segment may decrease. Sales for our ingredients segment represented approximately 63% of the Company's revenue for 2016, and sales of NIAGEN® accounted for approximately 71% of our ingredient segment's total sales in 2016, or 45% of our overall revenue, so any harm to our NIAGEN® ingredient sales may materially and negatively affect our business.

We depend on key personnel, the loss of any of which could negatively affect our business.

We depend greatly on Frank L. Jaksch Jr., Thomas C. Varvaro, Troy A. Rhonemus and Robert N. Fried who are our Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, and President and Chief Strategy Officer, respectively. We also depend greatly on other key employees, including key scientific and marketing personnel. In general, only highly qualified and trained scientists have the necessary skills to develop our products and provide our services. Only marketing personnel with specific experience and knowledge in health care are able to effectively market our products. In addition, some of our manufacturing, quality control, safety and compliance, information technology, sales and e-commerce related positions are highly technical as well. We face intense competition for these professionals from our competitors, customers, marketing partners and other companies throughout the industries in which we compete. Our success will depend, in part, upon our ability to attract and retain additional skilled personnel, which will require substantial additional funds. There can be no assurance that we will be able to find and attract additional qualified employees or retain any such personnel. Our inability to hire qualified personnel, the loss of services of our key personnel, or the loss of services of executive officers or key employees that may be hired in the future may have a material and adverse effect on our business.

Our operating results may fluctuate significantly as a result of a variety of factors, many of which are outside of our control.

We are subject to the following factors, among others, that may negatively affect our operating results:

- the announcement or introduction of new products by our competitors;
- our ability to upgrade and develop our systems and infrastructure to accommodate growth;
- the decision by significant customers to reduce purchases;
- disputes and litigation with significant customers;
- our ability to attract and retain key personnel in a timely and cost-effective manner;
- technical difficulties;
- the amount and timing of operating costs and capital expenditures relating to the expansion of our business, operations and infrastructure;
- regulation by federal, state or local governments; and

As a result of our limited operating history and the nature of the markets in which we compete, it is extremely difficult for us to make accurate forecasts. We have based our current and future expense levels largely on our investment plans and estimates of future events although certain of our expense levels are, to a large extent, fixed. Assuming our products reach the market, we may be unable to adjust spending in a timely manner to compensate for any unexpected revenue shortfall. Accordingly, any significant shortfall in revenues relative to our planned expenditures would have an immediate adverse effect on our business, results of operations and financial condition. Further, as a strategic response to changes in the competitive environment, we may from time to time make certain pricing, service or marketing decisions that could have a material and adverse effect on our business, results of operations and financial condition. Due to the foregoing factors, our revenues and operating results are and will remain difficult to forecast.

We face significant competition, including changes in pricing.

The markets for our products and services are both competitive and price sensitive. Many of our competitors have significant financial, operations, sales and marketing resources and experience in research and development. Competitors could develop new technologies that compete with our products and services or even render our products obsolete. If a competitor develops superior technology or cost-effective alternatives to our products and services, our business could be seriously harmed.

The markets for some of our products are also subject to specific competitive risks because these markets are highly price competitive. Our competitors have competed in the past by lowering prices on certain products. If they do so again, we may be forced to respond by lowering our prices. This would reduce sales revenues and increase losses. Failure to anticipate and respond to price competition may also impact sales and aggravate losses.

We believe that customers in our markets display a significant amount of loyalty to their supplier of a particular product. To the extent we are not the first to develop, offer and/or supply new products, customers may buy from our competitors or make materials themselves, causing our competitive position to suffer.

Many of our competitors are larger and have greater financial and other resources than we do.

Our products compete and will compete with other similar products produced by our competitors. These competitive products could be marketed by well-established, successful companies that possess greater financial, marketing, distributional, personnel and other resources than we possess. Using these resources, these companies can implement extensive advertising and promotional campaigns, both generally and in response to specific marketing efforts by competitors, and enter into new markets more rapidly to introduce new products. In certain instances, competitors with greater financial resources also may be able to enter a market in direct competition with us, offering attractive marketing tools to encourage the sale of products that compete with our products or present cost features that consumers may find attractive.

We may never develop any additional products to commercialize.

We have invested a substantial amount of our time and resources in developing various new products. Commercialization of these products will require additional development, clinical evaluation, regulatory approval, significant marketing efforts and substantial additional investment before they can provide us with any revenue. Despite our efforts, these products may not become commercially successful products for a number of reasons, including but not limited to:

- we may not be able to obtain regulatory approvals for our products, or the approved indication may be narrower than we seek;
- our products may not prove to be safe and effective in clinical trials;
- we may experience delays in our development program;
- any products that are approved may not be accepted in the marketplace;
- we may not have adequate financial or other resources to complete the development or to commence the commercialization of our products or will not have adequate financial or other resources to achieve significant commercialization of our products;
- we may not be able to manufacture any of our products in commercial quantities or at an acceptable cost;
- rapid technological change may make our products obsolete;
- we may be unable to effectively protect our intellectual property rights or we may become subject to claims that our activities have infringed the intellectual property rights of others; and
- we may be unable to obtain or defend patent rights for our products.

We may not be able to partner with others for technological capabilities and new products and services.

Our ability to remain competitive may depend, in part, on our ability to continue to seek partners that can offer technological improvements and improve existing products and services that are offered to our customers. We are committed to attempting to keep pace with technological change, to stay abreast of technology changes and to look for partners that will develop new products and services for our customer base. We cannot assure prospective investors that we will be successful in finding partners or be able to continue to incorporate new developments in technology, to improve existing products and services, or to develop successful new products and services, nor can we be certain that newly developed products and services will perform satisfactorily or be widely accepted in the marketplace or that the costs involved in these efforts will not be substantial.

If we fail to maintain adequate quality standards for our products and services, our business may be adversely affected and our reputation harmed.

Dietary supplement, nutraceutical, food and beverage, functional food, analytical laboratories, pharmaceutical and cosmetic customers are often subject to rigorous quality standards to obtain and maintain regulatory approval of their products and the manufacturing processes that generate them. A failure to maintain, or, in some instances, upgrade our quality standards to meet our customers' needs, could cause damage to our reputation and potentially substantial sales losses.

Our ability to protect our intellectual property and proprietary technology through patents and other means is uncertain and may be inadequate, which would have a material and adverse effect on us.

Our success depends significantly on our ability to protect our proprietary rights to the technologies used in our products. We rely on patent protection, as well as a combination of copyright, trade secret and trademark laws and nondisclosure, confidentiality and other contractual restrictions to protect our proprietary technology, including our licensed technology. However, these legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep any competitive advantage. For example, our pending United States and foreign patent applications may not issue as patents in a form that will be advantageous to us or may issue and be subsequently successfully challenged by others and invalidated. In addition, our pending patent applications include claims to material aspects of our products and procedures that are not currently protected by issued patents. Both the patent application process and the process of managing patent disputes can be time consuming and expensive. Competitors may be able to design around our patents or develop products which provide outcomes which are comparable or even superior to ours. Steps that we have taken to protect our intellectual property and proprietary technology, including entering into confidentiality agreements and intellectual property assignment agreements with some of our officers, employees, consultants and advisors, may not provide us with meaningful protection for our trade secrets or other proprietary information in the event of unauthorized use or disclosure or other breaches of the agreements. Furthermore, the laws of foreign countries may not protect our intellectual property rights to the same extent as do the laws of the United States.

In the event a competitor infringes upon our licensed or pending patent or other intellectual property rights, enforcing those rights may be costly, uncertain, difficult and time consuming. Even if successful, litigation to enforce our intellectual property rights or to defend our patents against challenge could be expensive and time consuming and could divert our management's attention. We may not have sufficient resources to enforce our intellectual property rights or to defend our patents rights against a challenge. The failure to obtain patents and/or protect our intellectual property rights could have a material and adverse effect on our business, results of operations and financial condition.

Our patents and licenses may be subject to challenge on validity grounds, and our patent applications may be rejected.

We rely on our patents, patent applications, licenses and other intellectual property rights to give us a competitive advantage. Whether a patent is valid, or whether a patent application should be granted, is a complex matter of science and law, and therefore we cannot be certain that, if challenged, our patents, patent applications and/or other intellectual property rights would be upheld. If one or more of those patents, patent applications, licenses and other intellectual property rights are invalidated, rejected or found unenforceable, that could reduce or eliminate any competitive advantage we might otherwise have had.

We may become subject to claims of infringement or misappropriation of the intellectual property rights of others, which could prohibit us from developing our products, require us to obtain licenses from third parties or to develop non-infringing alternatives and subject us to substantial monetary damages.

Third parties could, in the future, assert infringement or misappropriation claims against us with respect to products we develop. Whether a product infringes a patent or misappropriates other intellectual property involves complex legal and factual issues, the determination of which is often uncertain. Therefore, we cannot be certain that we have not infringed the intellectual property rights of others. Our potential competitors may assert that some aspect of our product infringes their patents. Because patent applications may take years to issue, there also may be applications now pending of which we are unaware that may later result in issued patents upon which our products could infringe. There also may be existing patents or pending patent applications of which we are unaware upon which our products may inadvertently infringe.

Any infringement or misappropriation claim could cause us to incur significant costs, place significant strain on our financial resources, divert management's attention from our business and harm our reputation. If the relevant patents in such claim were upheld as valid and enforceable and we were found to infringe them, we could be prohibited from selling any product that is found to infringe unless we could obtain licenses to use the technology covered by the patent or are able to design around the patent. We may be unable to obtain such a license on terms acceptable to us, if at all, and we may not be able to redesign our products to avoid infringement. A court could also order us to pay compensatory damages for such infringement, plus prejudgment interest and could, in addition, treble the compensatory damages and award attorney fees. These damages could be substantial and could harm our reputation, business, financial condition and operating results. A court also could enter orders that temporarily, preliminarily or permanently enjoin us and our customers from making, using, or selling products, and could enter an order mandating that we undertake certain remedial activities. Depending on the nature of the relief ordered by the court, we could become liable for additional damages to third parties.

The prosecution and enforcement of patents licensed to us by third parties are not within our control. Without these technologies, our products may not be successful and our business would be harmed if the patents were infringed on or misappropriated without action by such third parties.

We have obtained licenses from third parties for patents and patent application rights related to the products we are developing, allowing us to use intellectual property rights owned by or licensed to these third parties. We do not control the maintenance, prosecution, enforcement or strategy for many of these patents or patent application rights and as such are dependent in part on the owners of the intellectual property rights to maintain their viability. Without access to these technologies or suitable design-around or alternative technology options, our ability to conduct our business could be impaired significantly.

We may be subject to damages resulting from claims that we, our employees, or our independent contractors have wrongfully used or disclosed alleged trade secrets of others.

Some of our employees were previously employed at other dietary supplement, nutraceutical, food and beverage, functional food, analytical laboratories, pharmaceutical and cosmetic companies. We may also hire additional employees who are currently employed at other such companies, including our competitors. Additionally, consultants or other independent agents with which we may contract may be or have been in a contractual arrangement with one or more of our competitors. We may be subject to claims that these employees or independent contractors have used or disclosed such other party's trade secrets or other proprietary information. Litigation may be necessary to defend against these claims. Even if we are successful in defending against these claims, litigation could result in substantial costs and be a distraction to our management. If we fail to defend such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. A loss of key personnel or their work product could hamper or prevent our ability to market existing or new products, which could severely harm our business.

Litigation may harm our business.

Substantial, complex or extended litigation could cause us to incur significant costs and distract our management. For example, lawsuits by employees, stockholders, collaborators, distributors, customers, competitors or others could be very costly and substantially disrupt our business. Disputes from time to time with such companies, organizations or individuals are not uncommon, and we cannot assure you that we will always be able to resolve such disputes or on terms favorable to us. Unexpected results could cause us to have financial exposure in these matters in excess of recorded reserves and insurance coverage, requiring us to provide additional reserves to address these liabilities, therefore impacting profits.

Our sales and results of operations depend on our customers' research and development efforts and their ability to obtain funding for these efforts.

Our customers include researchers at pharmaceutical and biotechnology companies, chemical and related companies, academic institutions, government laboratories and private foundations. Fluctuations in the research and development budgets of these researchers and their organizations could have a significant effect on the demand for our products. Our customers determine their research and development budgets based on several factors, including the need to develop new products, the availability of governmental and other funding, competition and the general availability of resources. As we continue to expand our international operations, we expect research and development spending levels in markets outside of the United States will become increasingly important to us.

Research and development budgets fluctuate due to changes in available resources, spending priorities, general economic conditions, institutional and governmental budgetary limitations and mergers of pharmaceutical and biotechnology companies. Our business could be harmed by any significant decrease in life science and high technology research and development expenditures by our customers. In particular, a small portion of our sales has been to researchers whose funding is dependent on grants from government agencies such as the United States National Institute of Health, the National Science Foundation, the National Cancer Institute and similar agencies or organizations. Government funding of research and development is subject to the political process, which is often unpredictable. Other departments, such as Homeland Security or Defense, or general efforts to reduce the United States federal budget deficit could be viewed by the government as a higher priority. Any shift away from funding of life science and high technology research and development or delays surrounding the approval of governmental budget proposals may cause our customers to delay or forego purchases of our products and services, which could seriously damage our business.

Some of our customers receive funds from approved grants at a particular time of year, many times set by government budget cycles. In the past, such grants have been frozen for extended periods or have otherwise become unavailable to various institutions without advance notice. The timing of the receipt of grant funds may affect the timing of purchase decisions by our customers and, as a result, cause fluctuations in our sales and operating results.

Demand for our products and services are subject to the commercial success of our customers' products, which may vary for reasons outside our control.

Even if we are successful in securing utilization of our products in a customer's manufacturing process, sales of many of our products and services remain dependent on the timing and volume of the customer's production, over which we have no control. The demand for our products depends on regulatory approvals and frequently depends on the commercial success of the customer's supported product. Regulatory processes are complex, lengthy, expensive, and can often take years to complete.

We may bear financial risk if we under-price our contracts or overrun cost estimates.

In cases where our contracts are structured as fixed price or fee-for-service with a cap, we bear the financial risk if we initially under-price our contracts or otherwise overrun our cost estimates. Such under-pricing or significant cost overruns could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We rely on single or a limited number of third-party suppliers for the raw materials required for the production of our products.

Our dependence on a limited number of third-party suppliers or on a single supplier, and the challenges we may face in obtaining adequate supplies of raw materials, involve several risks, including limited control over pricing, availability, quality and delivery schedules. We cannot be certain that our current suppliers will continue to provide us with the quantities of these raw materials that we require or satisfy our anticipated specifications and quality requirements. Any supply interruption in limited or sole sourced raw materials could materially harm our ability to manufacture our products until a new source of supply, if any, could be identified and qualified. Although we believe there are other suppliers of these raw materials, we may be unable to find a sufficient alternative supply channel in a reasonable time or on commercially reasonable terms. Any performance failure on the part of our suppliers could delay the development and commercialization of our products, or interrupt production of then existing products that are already marketed, which would have a material adverse effect on our business.

We may not be successful in acquiring complementary businesses on favorable terms.

As part of our business strategy, we intend to consider acquisitions of similar or complementary businesses. No assurance can be given that we will be successful in identifying attractive acquisition candidates or completing acquisitions on favorable terms. In addition, any future acquisitions will be accompanied by the risks commonly associated with acquisitions. These risks include potential exposure to unknown liabilities of acquired companies or to acquisition costs and expenses, the difficulty and expense of integrating the operations and personnel of the acquired companies, the potential disruption to the business of the combined company and potential diversion of our management's time and attention, the impairment of relationships with and the possible loss of key employees and clients as a result of the changes in management, the incurrence of amortization expenses and dilution to the shareholders of the combined company if the acquisition is made for stock of the combined company. In addition, successful completion of an acquisition may depend on consents from third parties, including regulatory authorities and private parties, which consents are beyond our control. There can be no assurance that products, technologies or businesses of acquired companies will be effectively assimilated into the business or product offerings of the combined company or will have a positive effect on the combined company's revenues or earnings. Further, the combined company may incur significant expense to complete acquisitions and to support the acquired products and businesses. Any such acquisitions may be funded with cash, debt or equity, which could have the effect of diluting or otherwise adversely affecting the holdings or the rights of our existing stockholders.

If we experience a significant disruption in our information technology systems or if we fail to implement new systems and software successfully, our business could be adversely affected.

We depend on information systems throughout our company to control our manufacturing processes, process orders, manage inventory, process and bill shipments and collect cash from our customers, respond to customer inquiries, contribute to our overall internal control processes, maintain records of our property, plant and equipment, and record and pay amounts due vendors and other creditors. If we were to experience a prolonged disruption in our information systems that involve interactions with customers and suppliers, it could result in the loss of sales and customers and/or increased costs, which could adversely affect our overall business operation.

****Our cash flows and capital resources may be insufficient to make required payments on future indebtedness.***

On November 4, 2016, we entered into entered into a business financing agreement (the "Financing Agreement") with Western Alliance Bank ("Western Alliance"), in order to establish a formula based revolving credit line pursuant to which the Company may borrow an aggregate principal amount of up to $5,000,000, subject to the terms and conditions of the Financing Agreement. The interest rate will be calculated at a floating rate per month equal to (a) the greater of (i) 3.50% per year or (ii) the Prime Rate published in the Money Rates section of the Western Edition of The Wall Street Journal, or such other rate of interest publicly announced by Lender as its Prime Rate, plus (b) 2.50 percentage points. Any borrowings, interest or other fees or obligations that the Company owes Western Alliance pursuant to the Financing Agreement (the "Obligations") will be become due and payable on November 4, 2018.

As of April 1, 2017 and May 10, 2017, we did not have any indebtedness under the Financing Agreement. However, we may incur indebtedness in the future and such indebtedness could have important consequences to you. For example, it could:

- make it difficult for us to satisfy our other debt obligations;
- make us more vulnerable to general adverse economic and industry conditions;
- limit our ability to obtain additional financing for working capital, capital expenditures, acquisitions and other general corporate requirements;
- expose us to interest rate fluctuations because the interest rate on the debt under the Financing Agreement is variable;
- require us to dedicate a portion of our cash flow from operations to payments on our debt, thereby reducing the availability of our cash flow for operations and other purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate; and
- place us at a competitive disadvantage compared to competitors that may have proportionately less debt and greater financial resources.

In addition, our ability to make payments or refinance our obligations depends on our successful financial and operating performance, cash flows and capital resources, which in turn depend upon prevailing economic conditions and certain financial, business and other factors, many of which are beyond our control. These factors include, among others:

- economic and demand factors affecting our industry;
- pricing pressures;
- increased operating costs;
- competitive conditions; and
- other operating difficulties.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures, sell material assets or operations, obtain additional capital or restructure our debt. In the event that we are required to dispose of material assets or operations to meet our debt service and other obligations, the value realized on such assets or operations will depend on market conditions and the availability of buyers. Accordingly, any such sale may not, among other things, be for a sufficient dollar amount. Our obligations pursuant to the Financing Agreement are secured by a security interest in all of our assets, exclusive of intellectual property. The foregoing encumbrances may limit our ability to dispose of material assets or operations. We also may not be able to restructure our indebtedness on favorable economic terms, if at all.

We may incur additional indebtedness in the future. Our incurrence of additional indebtedness would intensify the risks described above.

The Financing Agreement contains various covenants limiting the discretion of our management in operating our business.

The Financing Agreement contains various restrictive covenants that limit our management's discretion in operating our business. In particular, these instruments limit our ability to, among other things:

- incur additional debt;
- grant liens on assets;
- make investments, including capital expenditures;
- sell or acquire assets outside the ordinary course of business; and
- make fundamental business changes.

If we fail to comply with the restrictions in the Financing Agreement, a default may allow the creditors under the relevant instruments to accelerate the related debt and to exercise their remedies under these agreements, which will typically include the right to declare the principal amount of that debt, together with accrued and unpaid interest and other related amounts, immediately due and payable, to exercise any remedies the creditors may have to foreclose on assets that are subject to liens securing that debt and to terminate any commitments they had made to supply further funds.

If we are unable to maintain sales, marketing and distribution capabilities or maintain arrangements with third parties to sell, market and distribute our products, our business may be harmed.

To achieve commercial success for our products, we must sell our product lines and/or technologies at favorable prices. In addition to being expensive, maintaining such a sales force is time-consuming. Qualified direct sales personnel with experience in the natural products industry are in high demand, and there can be no assurance that we will be able to hire or retain an effective direct sales team. Similarly, qualified independent sales representatives both within and outside the United States are in high demand, and we may not be able to build an effective network for the distribution of our product through such representatives. There can be no assurance that we will be able to enter into contracts with representatives on terms acceptable to us. Furthermore, there can be no assurance that we will be able to build an alternate distribution framework should we attempt to do so.

We may also need to contract with third parties in order to market our products. To the extent that we enter into arrangements with third parties to perform marketing and distribution services, our product revenue could be lower and our costs higher than if we directly marketed our products. Furthermore, to the extent that we enter into co-promotion or other marketing and sales arrangements with other companies, any revenue received will depend on the skills and efforts of others, and we do not know whether these efforts will be successful. If we are unable to establish and maintain adequate sales, marketing and distribution capabilities, independently or with others, we will not be able to generate product revenue, and may not become profitable.

Risks Related to Regulatory Approval of Our Products and Other Government Regulations

We are subject to regulation by various federal, state and foreign agencies that require us to comply with a wide variety of regulations, including those regarding the manufacture of products, advertising and product label claims, the distribution of our products and environmental matters. Failure to comply with these regulations could subject us to fines, penalties and additional costs.

Some of our operations are subject to regulation by various United States federal agencies and similar state and international agencies, including the Department of Commerce, the FDA, the FTC, the Department of Transportation and the Department of Agriculture. These regulations govern a wide variety of product activities, from design and development to labeling, manufacturing, handling, sales and distribution of products. If we fail to comply with any of these regulations, we may be subject to fines or penalties, have to recall products and/or cease their manufacture and distribution, which would increase our costs and reduce our sales.

We are also subject to various federal, state, local and international laws and regulations that govern the handling, transportation, manufacture, use and sale of substances that are or could be classified as toxic or hazardous substances. Some risk of environmental damage is inherent in our operations and the products we manufacture, sell, or distribute. Any failure by us to comply with the applicable government regulations could also result in product recalls or impositions of fines and restrictions on our ability to carry on with or expand in a portion or possibly all of our operations. If we fail to comply with any or all of these regulations, we may be subject to fines or penalties, have to recall products and/or cease their manufacture and distribution, which would increase our costs and reduce our sales.

Government regulations of our customer's business are extensive and are constantly changing. Changes in these regulations can significantly affect customer demand for our products and services.

The process by which our customers' industries are regulated is controlled by government agencies and depending on the market segment can be very expensive, time consuming, and uncertain. Changes in regulations or the enforcement practices of current regulations could have a negative impact on our customers and, in turn, our business. At this time, it is unknown how the FDA will interpret and to what extent it will enforce GMPs, regulations that will likely affect many of our customers. These uncertainties may have a material impact on our results of operations, as lack of enforcement or an interpretation of the regulations that lessens the burden of compliance for the dietary supplement marketplace may cause a reduced demand for our products and services.

****Changes in government regulation or in practices relating to the pharmaceutical, dietary supplement, food and cosmetic industry could decrease the need for the services we provide.***

Governmental agencies throughout the world, including in the United States, strictly regulate the pharmaceutical, dietary supplement, food and cosmetic industries. Our business involves helping pharmaceutical and biotechnology companies navigate the regulatory drug approval process. Changes in regulation, such as a relaxation in regulatory requirements or the introduction of simplified drug approval procedures, or an increase in regulatory requirements that we have difficulty satisfying or that make our services less competitive, could eliminate or substantially reduce the demand for our services. Also, if the government makes efforts to contain drug costs and pharmaceutical and biotechnology company profits from new drugs, our customers may spend less, or reduce their spending on research and development. If health insurers were to change their practices with respect to reimbursements for pharmaceutical products, our customers may spend less, or reduce their spending on research and development.

If we should in the future become required to obtain regulatory approval to market and sell our goods we will not be able to generate any revenues until such approval is received.

The pharmaceutical industry is subject to stringent regulation by a wide range of authorities. While we believe that, given our present business, we are not currently required to obtain regulatory approval to market our goods because, among other things, we do not (i) produce or market any clinical devices or other products, or (ii) sell any medical products or services to the customer, we cannot predict whether regulatory clearance will be required in the future and, if so, whether such clearance will at such time be obtained for any products that we are developing or may attempt to develop. Should such regulatory approval in the future be required, our goods may be suspended or may not be able to be marketed and sold in the United States until we have completed the regulatory clearance process as and if implemented by the FDA. Satisfaction of regulatory requirements typically takes many years, is dependent upon the type, complexity and novelty of the product or service and would require the expenditure of substantial resources.

If regulatory clearance of a good that we propose to propose to market and sell is granted, this clearance may be limited to those particular states and conditions for which the good is demonstrated to be safe and effective, which would limit our ability to generate revenue. We cannot ensure that any good that we develop will meet all of the applicable regulatory requirements needed to receive marketing clearance. Failure to obtain regulatory approval will prevent commercialization of our goods where such clearance is necessary. There can be no assurance that we will obtain regulatory approval of our proposed goods that may require it.

Risks Related to the Securities Markets and Ownership of our Equity Securities

The market price of our common stock may be volatile and adversely affected by several factors.

The market price of our common stock could fluctuate significantly in response to various factors and events, including, but not limited to:

- our ability to integrate operations, technology, products and services;
- our ability to execute our business plan;
- our operating results are below expectations;
- our issuance of additional securities, including debt or equity or a combination thereof,;
- announcements of technological innovations or new products by us or our competitors;
- media coverage regarding our industry or us;
- litigation;
- disputes with or our inability to collect from significant customers;
- loss of any strategic relationship;
- industry developments, including, without limitation, changes in healthcare policies or practices;
- economic and other external factors;
- reductions in purchases from our large customers;
- period-to-period fluctuations in our financial results; and
- whether an active trading market in our common stock develops and is maintained.

In addition, the securities markets have from time to time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of our common stock.

Our shares of common stock may be thinly traded, so you may be unable to sell at or near ask prices or at all.

We cannot predict the extent to which an active public market for our common stock will develop or be sustained. This situation may be attributable to a number of factors, including the fact that we are a small company that is relatively unknown to stock analysts, stock brokers, institutional investors and others in the investment community who generate or influence sales volume, and that even if we came to the attention of such persons, they tend to be risk averse and would be reluctant to follow an unproven company such as ours or purchase or recommend the purchase of our shares until such time as we have become more seasoned and viable. As a consequence, there may be periods of several days or weeks when trading activity in our shares is minimal or non-existent, as compared to a seasoned issuer which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price. We cannot assure you that a broader or more active public trading market for our common stock will develop or be sustained, or that current trading levels will be sustained or not diminish.

We have not paid cash dividends in the past and do not expect to pay cash dividends in the foreseeable future. Any return on investment may be limited to the value of our common stock.

We have never paid cash dividends on our capital stock and do not anticipate paying cash dividends on our capital stock in the foreseeable future. The payment of dividends on our capital stock will depend on our earnings, financial condition and other business and economic factors affecting us at such time as the board of directors may consider relevant. If we do not pay dividends, our common stock may be less valuable because a return on your investment will only occur if the common stock price appreciates.

Stockholders may experience significant dilution if future equity offerings are used to fund operations or acquire complementary businesses.

If future operations or acquisitions are financed through the issuance of additional equity securities, stockholders could experience significant dilution. Securities issued in connection with future financing activities or potential acquisitions may have rights and preferences senior to the rights and preferences of our common stock. In addition, the issuance of shares of our common stock upon the exercise of outstanding options or warrants may result in dilution to our stockholders.

****We may become involved in securities class action litigation that could divert management's attention and harm our business.***

The stock market in general, and the stocks of early stage companies in particular, have experienced extreme price and volume fluctuations. These fluctuations have often been unrelated or disproportionate to the operating performance of the companies involved. If these fluctuations occur in the future, the market price of our shares could fall regardless of our operating performance. In the past, following periods of volatility in the market price of a particular company's securities, securities class action litigation has often been brought against that company. If the market price or volume of our shares suffers extreme fluctuations, then we may become involved in this type of litigation, which would be expensive and divert management's attention and resources from managing our business.

As a public company, we may also from time to time make forward-looking statements about future operating results and provide some financial guidance to the public markets. Projections may not be made timely or set at expected performance levels and could materially affect the price of our shares. Any failure to meet published forward-looking statements that adversely affect the stock price could result in losses to investors, stockholder lawsuits or other litigation, sanctions or restrictions issued by the SEC.

****We have a significant number of outstanding options and warrants, and future sales of these shares could adversely affect the market price of our common stock.***

As of April 1, 2017, we had outstanding options exercisable for an aggregate of 5,757,195 shares of common stock at a weighted average exercise price of $3.41 per share and outstanding warrants exercisable for an aggregate of 470,444 shares of common stock at a weighted average exercise price of $4.15 per share. The holders may sell many of these shares in the public markets from time to time, without limitations on the timing, amount or method of sale. As and when our stock price rises, if at all, more outstanding options and warrants will be in-the-money and the holders may exercise their options and warrants and sell a large number of shares. This could cause the market price of our common stock to decline.

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

On March 12, 2017, ChromaDex Corporation (the "Company") acquired all of the outstanding equity interests of Healthspan Research, LLC ("Healthspan") pursuant to a Membership Interest Purchase Agreement (the "Purchase Agreement") by and among (i) Robert Fried, Jeffrey Allen and Dr. Charles Brenner (the "Sellers") and (ii) the Company (the "Acquisition"). Pursuant to the Purchase Agreement, the Company purchased all of the outstanding membership interests from the Sellers.

Upon the closing of, and as consideration for, the Acquisition, the Company issued an aggregate of 367,648 unregistered shares of the Company's common stock to the Sellers (the "Stock Consideration") and, in cancellation of a loan owed by Healthspan to Mr. Fried, paid $32,500 to Mr. Fried and will also pay Mr. Fried $100,000 on March 12, 2018. The issuance of the Stock Consideration was not registered under the Securities Act of 1933, as amended (the "Securities Act"), and therefore may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. The Company is relying on the exemption from federal registration under Section 4(a)(2) of the Securities Act and/or Rule 506 promulgated thereunder.

On April 26, 2017, the Company entered into a Securities Purchase Agreement with certain purchasers named therein (the "Purchasers"), pursuant to which the Company agreed to sell and issue up to $25.0 million of its common stock at a purchase price of $2.60 per share in three tranches of approximately $3.5 million, $16.4 million and $5.1 million, respectively. The first tranche closed on April 27, 2017, pursuant to which the Company issued 1,346,154 shares of its common stock. The second tranche is expected to occur within 30 days of the closing of the first tranche, pursuant to which the Company has agreed to issue 6,303,814 shares of its common stock. The third tranche is expected to occur following a related stockholder approval to be solicited as soon as possible after completion of the second tranche.

Subject to completion of the second tranche, the Securities Purchase Agreement requires that the Company's Board of Directors (the "Board") increase the number of authorized directors so as to create two vacant seats on the Board, which vacancies shall be filled by nominees selected by the Purchasers on a date following the Company's 2017 Annual Meeting of Stockholders.

The shares of the Company's common stock sold pursuant to the Securities Purchase Agreement are not registered under the Securities Act, or any state securities laws. The Company has relied on the exemption from the registration requirements of the Securities Act by virtue of Section 4(a)(2) thereof and Rule 506 of Regulation D thereunder. In connection with the Purchasers' execution of the Securities Purchase Agreement, the Purchasers' represented to the Company that they are each an "accredited investor" as defined in Regulation D of the Securities Act and that the securities purchased by them were acquired solely for their own account and for investment purposes and not with a view to the future sale or distribution.

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
2.1	Agreement and Plan of Merger, dated as of May 21, 2008, by and among Cody Resources, Inc., CDI Acquisition, Inc. and ChromaDex, Inc., as amended on June 10, 2008 (incorporated by reference to, and filed as Exhibit 2.1 to the Registrant's Current Report on Form 8-K filed with the Commission on June 24, 2008)
3.1	Amended and Restated Certificate of Incorporation of the Registrant (incorporated by reference to, and filed as Exhibit 3.1 to the Registrant's Annual Report on Form 10-K filed with the Commission on March 16, 2017)
3.2	Bylaws of the Registrant (incorporated by reference to, and filed as Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed with the Commission on June 24, 2008)
3.3	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant (incorporated by reference to, and filed as Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the Commission on April 12, 2016)
3.4	Amendment to Bylaws of the Registrant (incorporated by reference to, and filed as Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the Commission on July 19, 2016)
4.1	Form of Stock Certificate representing shares of the Registrant's Common Stock (incorporated by reference to, and filed as Exhibit 4.1 to the Registrant's Annual Report on Form 10-K filed with the Commission on April 3, 2009)
4.2	Investor's Rights Agreement, effective as of December 31, 2005, by and between The University of Mississippi Research Foundation and the Registrant (incorporated by reference to, and filed as Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the Commission on June 24, 2008)
4.3	Tag-Along Agreement effective as of December 31, 2005, by and among the Registrant, Frank Louis Jaksch, Snr. & Maria Jaksch, Trustees of the Jaksch Family Trust, Margery Germain, Lauren Germain, Emily Germain, Lucie Germain, Frank Louis Jaksch, Jr., and the University of Mississippi Research Foundation (incorporated by reference to, and filed as Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed with the Commission on June 24, 2008)
4.4	Form of Stock Certificate representing shares of the Registrant's Common Stock effective as of January 1, 2016 (incorporated by reference to, and filed as Exhibit 4.4 to the Registrant's Annual Report on Form 10-K filed with the Commission on March 17, 2016)
10.1	Membership Interest Purchase Agreement effective as of March 12, 2017, by and among Robert Fried, Charles Brenner, Jeffrey Allen and the Registrant ❖
10.2	Executive Employment Agreement, dated as of March 12, 2017, between Robert Fried and the Registrant (incorporated by reference to, and filed as Exhibit 10.65 to the Registrant's Annual Report on Form 10-K filed with the Commission on March 16, 2017) +
10.3	Form of Restricted Stock Award Agreement for Robert Fried ❖+
10.4	First Business Financing Modification Agreement, dated as of February 16, 2017, between Western Alliance Bank and ChromaDex Corporation (incorporated by reference to, and filed as Exhibit 10.61 to the Registrant's Annual Report on Form 10-K filed with the Commission on March 16, 2017)
10.5	Second Business Financing Modification Agreement, dated as of March 12, 2017, between Western Alliance Bank and ChromaDex Corporation (incorporated by reference to, and filed as Exhibit 10.62 to the Registrant's Annual Report on Form 10-K filed with the Commission on March 16, 2017)
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(A) of the Securities Exchange Act of 1934, as amended❖
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(A) 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) ❖
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

❖ Filed herewith
+ Indicates management contract or compensatory plan or arrangement.

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 11, 2017

By: /s/ THOMAS C. VARVARO
Thomas C. Varvaro
Chief Financial Officer
(principal financial and accounting officer and duly authorized on behalf of the registrant)

Exhibit 10.1

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement") is made as of March 12, 2017, by and among (i) Robert N. Fried, an individual ("R. Fried"), (ii) Dr. Charles Brenner, an individual ("Dr. Brenner"), (iii) Jeffrey Allen, an individual ("J. Allen"; each of R. Fried, Dr. Brenner, and J. Allen, a "Seller", and collectively the "Sellers"), and ChromaDex Corporation, a Delaware corporation ("Buyer"). Sellers and Buyer are collectively referred to herein as the "Parties" and each individually as a "Party."

WHEREAS, Sellers own beneficially and of record 91.74% of the outstanding membership interests (the "Membership Interests") of Healthspan Research, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, Buyer desires to acquire from Sellers, and Sellers desire to sell to Buyer, 100% of the membership interests of the Company owned beneficially and of record by the Sellers, which membership interests constitute 100% of the membership interests of the Company not already owned by Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Purchase and Sale of Membership Interests of the Company. On and subject to the terms and conditions set forth in this Agreement:

(a) Buyer hereby purchases from each Seller, and each Seller hereby sells, assigns, conveys and transfers to Buyer, the respective amount of the Membership Interests as set forth on Exhibit A, free and clear of any liens, pledges, security interests, mortgages, restrictions on transfer (other than any restrictions on transfer under the Securities Act of 1933, as amended (the "Act"), applicable state securities laws, and the Company's Limited Liability Company Agreement, dated as of August 28, 2015 (the "Operating Agreement"), which restrictions on transfer included in the Operating Agreement the Sellers have complied with in connection with the transactions contemplated by this Agreement), and any options, warrants, calls, commitments, proxies or other contract rights (the "Purchased Interests").

(b) In consideration of the sale of the Purchased Interests and the covenants and agreements of Sellers contained in this Agreement, (i) at the Closing (as defined below), Buyer shall issue to each Seller the number of shares of Buyer's common stock, par value $0.001 per share, as set forth on Exhibit A (collectively, the "Consideration Shares") and shall pay R. Fried $32,500 by wire transfer of immediately available funds to an account designated by R. Fried to Buyer prior to Closing and (ii) on the one-year anniversary of the Closing Date (as defined below), Buyer shall pay R. Fried $100,000 by wire transfer of immediately available funds to an account designated by R. Fried to Buyer prior to such one-year anniversary date.

(c) The Consideration Shares issued pursuant to the terms of this Agreement shall be issued in a transaction exempt from registration under the Act by reason of Section 4(a)(2) thereof and/or Regulation D promulgated under the Act and may not be re-offered or resold other than in conformity with the registration requirements of the Securities Act and such other applicable rules and regulations or pursuant to an exemption therefrom. Until the resale by a Seller of his or her Consideration Shares has become registered under the Act, or otherwise transferable pursuant to an exemption from such registration otherwise required thereunder, the Consideration Shares issued to each Seller shall be characterized as "restricted securities" under the Act and, if certificated, shall bear the following legend (or if held in book entry form, will be noted with a similar restriction):

"THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE OR BOOK ENTRY POSITION HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY, AND THE RESALE OF SUCH SHARES HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933.

SUCH SHARES MAY NOT BE RESOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION WITHOUT AN EXEMPTION UNDER THE SECURITIES ACT."

1.2 Closing.

(a) Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Cooley LLP, 4401 Eastgate Mall, San Diego, California, commencing at 5:00 p.m. on the date hereof, or at such other place or on such other date or time as may be mutually agreeable to the Parties. The date of the Closing is herein referred to as the "Closing Date".

(b) Closing Actions. As a condition to consummation of the transactions contemplated by this Agreement, prior to, or contemporaneously with the execution and delivery of this Agreement:

(i) Sellers shall have delivered, or caused to be delivered, to Buyer:

(A) a duly executed assignment of membership interests pursuant to which such Seller sells, assigns, transfers and conveys the Purchased Interests to Buyer;

(B) a schedule setting forth the estimated working capital of the Company as of the Closing Date, or as of the last business day before the Closing Date if the Closing Date is not a business day, certified by an officer of the Company;

(C) a certified copy of the Articles of Organization of the Company and a true and correct copy of the Operating Agreement in effect immediately prior to the Closing Date;

(D) a certificate of the secretary of state of the jurisdiction in which the Company is organized stating that the Company is in good standing; and

(E) a certificate from each Seller certifying that such Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), in form and substance required under Section 1.1445-2(b)(2) of the Treasury Regulations.

(ii) Buyer shall have issued to each Seller the Consideration Shares in accordance with Section 1.1(b).

(iii) Buyer shall have paid R. Fried $32,500 as set forth in Section 1.1(b).

(iv) Buyer and R. Fried shall have executed the form of Executive Employment Agreement attached hereto as Exhibit B, the form of Stock Option Agreement attached hereto as Exhibit C, and the form of Restricted Stock Award Agreement attached hereto as Exhibit D.

(v) R. Fried shall deliver to the Company, with a copy to Buyer, that certain Promissory Note, dated as of September 10, 2015, by the Company marked as paid off, satisfied in full, and canceled.

(vi) Any outstanding options, warrants, calls, commitments, proxies or other contract rights providing for the acquisition of Membership Interests, including any such options owned by Dr. Charles Brenner, shall have become fully vested and exercised for Membership Interests, and shall be included in the Purchased Interests as set forth on Exhibit A, or shall have been canceled and extinguished pursuant to arrangements that are reasonably satisfactory to Buyer.

ARTICLE II

REPRESENTATIONS AND WARRANTIES CONCERNING THE COMPANY

As a material inducement to Buyer to enter into this Agreement, R. Fried hereby represents and warrants that, except as set forth on any disclosure schedule attached hereto as Exhibit E (the "Disclosure Schedules"), the statements contained in this Article II are true and correct on the date hereof:

2.1 Organization and Company Power. The Company is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company is qualified to do business in every jurisdiction in which such qualification is necessary, except where the failure to so qualify has not had or would not reasonably be expected to have a Material Adverse Effect. The Company has full power and authority necessary to own and operate its properties and to carry on its business as now conducted and presently proposed to be conducted. For purposes of this Agreement, "Material Adverse Effect" shall mean any event, occurrence, fact, condition, change or effect that is materially adverse to the business, properties, condition (financial or otherwise), or results of operations of the Company as a whole.

2.2 Capitalization. Sellers own 100% of the equity interests of the Company not already owned by Buyer, of which R. Fried owns 84.74%, Dr. Brenner owns 4.0%, and J. Allen owns 3.0%. All of the outstanding membership interests of the Company have been duly authorized, are validly issued, fully paid and nonassessable, are not subject to, nor were they issued in violation of, any preemptive rights, rights of first refusal, or similar rights, and are owned of record and beneficially by Sellers and Buyer, free and clear of (in the case of the membership interests of the Sellers) all liens, pledges, security interests, mortgages, restrictions on transfer (other than any restrictions under the Act and applicable state securities laws), options, warrants, calls, commitments, proxies or other contract rights. None of the membership interests are subject to vesting that will not be fully accelerated in connection with the transactions contemplated by this Agreement, and, as of the Closing, Buyer will own, beneficially and of record, 100% of the equity interests of the Company, free and clear of all liens, pledges, security interests, mortgages, restrictions on transfer (other than any restrictions under the Act and applicable state securities laws), options, warrants, calls, commitments, proxies or other contract rights (other than, in each case, created by Buyer). Except for this Agreement and the Operating Agreement, there are no outstanding or authorized options, warrants, calls, puts, rights to subscribe, conversion rights or other agreements or commitments to which the Company is a party or which are binding upon the Company providing for the issuance, disposition or acquisition of any of its equity interests or any rights or interests exercisable therefor. There are no outstanding or authorized equity appreciation, phantom equity or similar rights with respect to the Company. There are no voting trusts, proxies or any other agreements or understandings with respect to the voting of the Membership Interests. The Company is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any of its equity interests.

2.3 Subsidiaries; Investments. The Company does not have, and has not had, any subsidiaries. The Company does not own or control or have any right to acquire (directly or indirectly) any stock, partnership interest, joint venture interest, equity participation or other security or interest in any other person.

2.4 Absence of Conflicts. Except as set forth on Schedule 2.4, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by the Company and/or each Seller do not and shall not (a) conflict with or result in any breach of any of the terms, conditions or provisions of, (b) constitute a default under, (c) result in a violation of, (d) give any third party the right to modify, terminate or accelerate or cause the modification, termination or acceleration of, any obligation under, (e) result in the creation of any lien or claim upon any of the Membership Interests or the assets of the Company, or (f) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any governmental authority, under (i) the provisions of the organizational documents of the Company (including the Operating Agreement), (ii) any material contract to which the Company is bound, (iii) any judgment, order or decree to which the Company is subject, or (iv) any law, statute, rule or regulation to which the Company is subject.

2.5 Financial Statements. The Company has delivered to Buyer the unaudited balance sheet of the Company as of November 30, 2016 (the "Latest Balance Sheet") and the related unaudited statements of operations and cash flows for the 11-month period then ended. The foregoing financial statements (including in all cases the notes thereto, if any) (the "Financial Statements") were prepared from the books and records of the Company and present fairly in all material respects the financial condition and results of operations and cash flows of the Company as of and for the periods referred to therein. The Financial Statements have been prepared on a consistent basis in accordance with the Company's historical accounting practices.

2.6 Absence of Undisclosed Liabilities. Except as set forth on Schedule 2.6, the Company has no liability (or liabilities based on the same or similar set of facts) in excess of $1,000 arising out of transactions entered into at or prior to the Closing, or any action or inaction at or prior to the Closing, or any state of facts existing at or prior to the Closing, including Taxes with respect to or based upon transactions or events occurring on or before the Closing, except (a) liabilities reflected on the face of the Latest Balance Sheet, and (b) liabilities which have arisen after the date of the Latest Balance Sheet in the ordinary course of business (none of which is a liability for breach of contract, breach of warranty, tort or infringement or a claim or lawsuit or an environmental liability).

2.7 Absence of Certain Developments. Since December 31, 2015, there has not been any event, transaction, condition or change which has had a Material Adverse Effect.

2.8 Title to Properties; Sufficiency of Assets.

(a) The Company does not own, and has never owned, any real property.

(b) The Company is not a party to any real property leases or subleases.

(c) The personal properties and other tangible assets of the Company are operated in conformity in all material respects with all applicable laws and regulations, are in good condition and repair, except for reasonable wear and tear not caused by neglect, and are usable in the ordinary course of business.

(d) Other than liens incurred in the ordinary course of business (*i.e.*, machine financings, liens for taxes not yet due or payable or contested in good faith, or statutory or common law liens in favor of materialmen to secure claims for labor, materials, or supplies), the Company owns good and marketable title to, or a valid leasehold interest in, free and clear of all liens, security interests, mortgages and pledges, all of the personal property and assets which are shown on the Latest Balance Sheet or acquired by the Company thereafter. The assets and properties (whether real or personal or tangible) owned or leased by the Company constitute all of the assets and properties necessary in all material respects to conduct the business of the Company as currently conducted.

2.9 Taxes.

(a) (i) The Company has timely filed all Tax Returns which are required to be filed on or before the Closing Date, and all such Tax Returns are true, complete and accurate in all material respects, (ii) all taxes due and payable by the Company before the Closing Date, whether or not shown on a Tax Return, have been paid by the Company or Sellers on or before the Closing Date, and all taxes accrued but not yet due are shown on the Latest Balance Sheet, and no taxes are delinquent, (iii) with respect to any periods for which Tax Returns have not yet been required to be filed or for which taxes are not yet due and payable, the Company has only incurred liabilities for taxes in the ordinary course of business and in a manner and at a level consistent with prior periods; (iv) no deficiency for any amount of Tax has been asserted or assessed by a taxing authority against the Company and the Company does not reasonably expect that any such assertion or assessment of Tax liability will be made and the Company does not have any outstanding claims for any Tax refunds, (v) there is no action, suit, proceeding or audit or any notice of inquiry of any of the foregoing pending against or with respect to the Company regarding taxes and, to the knowledge of Sellers and the Company, no action, suit, proceeding or audit has been threatened against or with respect to the Company regarding taxes, (vi) the Company has not consented to extend the time in which any Tax may be assessed or collected by any taxing authority, (vii) no claim has ever been made by a taxing authority in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to taxes assessed by such jurisdiction, (viii) the Company does not have liability for taxes of any other person under Treasury Regulations Section 1.1502-6 (or any similar provision or state, local or foreign Tax law), as a transferee, by contract, or otherwise, (ix) the Company has withheld or collected and paid all taxes required to have been withheld or collected and paid in connection with amounts paid or owing to any employee, independent contractor, customer, creditor, equity holder or other third party, (x) the Company is not a party to or bound by any Tax allocation or Tax sharing agreement with any person, and does not have any current or potential contractual obligation to indemnify any other person with respect to taxes, (xi) each contract, arrangement, or plan of the Company that is a "nonqualified deferred compensation plan" (as defined for purposes of Code Section 409A(d)(1)) is in documentary and operational compliance with Code Section 409A and the applicable guidance issued thereunder in all material respects, and the Company does not have any indemnity obligation for any taxes imposed under Section 4999 or 409A of the Code, (xii) all Membership Interests issued in connection with the performance of services and subject to vesting qualify as "profits interests" within the meaning of Revenue Procedure 93-27, 1993-2 C.B. 343, as clarified by Revenue Procedure 2001-43, 2001-2 C.B. 191, and the allocation of Consideration Shares among Sellers in Exhibit A is consistent with the qualification of such Membership Interests as profits interests, and (xiii) the Company has at all times been classified as a partnership within the meaning of Treasury Regulation Section 301.7701-2(a) and has not made an election to be treated as an association within the meaning of Treasury Regulation Section 301.7701-3. Other than within the State of California, there is no state, territory or jurisdiction (whether foreign or domestic) in which the Company is required to file Tax Returns.

(b) For purposes of this Agreement:

(i) "Tax" or "Taxes" means (a) any federal, state, local or foreign income, gross receipts, alternative or add-on minimum, sales, use, customs duty, property, transfer, occupation, service, license, payroll, franchise, excise, escheat or unclaimed property, withholding, ad valorem, severance, stamp, premium, windfall profit or employment tax or other like assessment or charge of any kind whatsoever, together with any interest, fine or penalty thereon, addition to tax, additional amount, deficiency, assessment or governmental charge, and (b) any liability for the payment of any amount of the types described in clause (a) immediately above (i) as a result of the Company's being party to any agreement to indemnify any person, (ii) as a result of the Company's being a successor of any other person or the transferee of assets or property of any other person or (iii) under Treasury Regulation Section 1.1502-6 or other similar provision of any state, local or federal law.

(ii) "Tax Return" means any report, statement, form, return, election, schedule or other document or information supplied or required to be supplied to a taxing authority in connection with Taxes, including any schedule, attachment, amendment or supplement thereto.

2.10 Contracts and Commitments. The contracts to which the Company is bound, whether oral or in writing, involving payments by or to the Company in excess of $5,000 are referred to herein as the "Company Contracts" and are listed on Schedule 2.10. The Company has delivered to Buyer true and correct copies of each Company Contract, together with all amendments, waivers and other changes thereto. (i) No Company Contract has been canceled or, to Sellers' knowledge, breached in any material respect by the other party, and to Sellers' knowledge the Company has not received notice of any planned breach by any other party to any Company Contract, (ii) the Company is not in default under or in breach, in any material respect, of any Company Contract, and, to the knowledge of Sellers, no event or condition has occurred or arisen which with the passage of time or the giving of notice or both would result in a default or breach thereunder, (iii) the Company has no present expectation or intention of not fully performing any obligation pursuant to any Company Contract and (iv) each Company Contract is legal, valid, binding, enforceable and in full force and effect and will continue as such following the consummation of the transactions contemplated hereby, subject to applicable bankruptcy, insolvency, reorganization, or moratorium or other similar laws relating to creditors' rights generally and to general principles of equity.

2.11 Litigation; Proceedings. There are no legal claims, actions, suits, proceedings, orders, judgments, decrees, arbitrations or investigations pending or, to Sellers' knowledge, threatened against or affecting the Company at law or in equity, or before or by any governmental authority or arbitration authority, and to the knowledge of Sellers, there is no basis known for any of the foregoing. The Company is not subject to any outstanding order, judgment or decree issued by any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or any arbitrator.

2.12 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Company.

2.13 Governmental Licenses and Permits. The Company has and maintains all material permits, licenses, franchises, certificates, consents, certificates of authorization, registrations and other authorizations of federal, state and local governments or regulatory authorities (collectively, the "Licenses") necessary in the conduct of its business as presently conducted. The Company is in compliance with the terms and conditions of such Licenses, except to the extent any failure(s) to comply would not result in a Material Adverse Effect. No loss or expiration of any License is pending or, to Sellers' knowledge, threatened (including, without limitation, as a result of the transactions contemplated hereby) other than expiration in accordance with the terms thereof, which terms do not expire as a result of the consummation of the transactions contemplated hereby.

2.14 Employees. The Company does not employ any employees. To the Sellers' knowledge, no independent contractors of the Company have any plans to terminate his or her relationship as an independent contractor with the Company. The Company has complied with in all material respects and is in compliance in all material respects with all applicable laws relating to the employment of personnel and labor, including provisions thereof relating to wages, hours, vacation, overtime, notice, pay in lieu of notice, termination and severance pay, human rights, occupational health and safety, equal opportunity, collective bargaining and the payment of social security and other Taxes, the Worker Adjustment and Retraining Notification Act, and the Immigration Reform and Control Act of 1986. The Company is not party to or bound by any collective bargaining agreement, nor has it experienced any strikes, grievances, unfair labor practices claims or other material employee or labor disputes. The Company has not engaged in any unfair labor practice. Neither the Company, and to the knowledge of Sellers, no independent contractor of the Company, is subject to any noncompete, nondisclosure, confidentiality, employment, consulting or similar contract relating to, affecting or in conflict with the present business activities of the Company, provided that Dr. Brenner is an employee of the University of Iowa and has non-disclosure and confidentiality obligations in connection with his employment and obligations not to use University of Iowa resources in connection with his consulting services to the Company.

2.15 Insurance. The Company maintains insurance policies in amount and scope reasonably necessary to protect it against loss and similar to policies maintained by companies of similar size and business of the Company. All of such insurance policies are in full force and effect, and the Company has never been (i) in default with respect to its liabilities under any such insurance policies or (ii) denied insurance coverage.

2.16 Affiliate Transactions. Except for the Exclusive Supply Agreement by and between the Company and Buyer, a letter agreement by and between the Company and Dr. Brenner (the "Brenner Letter Agreement"), and a letter agreement by and between the Company and J. Allen (the "Allen Letter Agreement"), no director, officer, employee, equity holder or other affiliate of the Company or any individual related by marriage or adoption to any such person or any entity in which any such person owns any beneficial interest, is a party to any contract or transaction with the Company or which pertains to the business of the Company or has any interest in any property, real or personal or mixed, tangible or intangible, used in or pertaining to the business of the Company.

2.17 Compliance with Laws. The Company is in compliance in all material respects with all applicable laws, regulations and ordinances of foreign, federal, state and local governmental authorities which are applicable to the Company and to which the Company is subject, and no claims have been filed against the Company alleging a violation of any such laws or regulations, and the Company has not received oral or written notice of any such violations, and to the Sellers' knowledge, no such claims are threatened.

2.18 Environmental Matters. The Company has complied with and is currently in compliance in all material respects with all environmental requirements, and the Company has no liabilities, including, without limitation, corrective, investigatory or remedial obligations arising under environmental requirements, and the Company has not received any oral or written notice, report or information regarding any environmental liabilities.

2.19 Powers of Attorney; Guarantees. There are no outstanding powers of attorney executed on behalf of the Company. The Company is not a guarantor or otherwise liable for any indebtedness of any other person.

2.20 Effect of Investigation. The knowledge or investigation of Buyer shall in no event affect the representations and warranties made under this Article II or Article III.

ARTICLE III

REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SELLERS

As a material inducement to Buyer to enter into this Agreement, each Seller severally represents and warrants to Buyer that the statements contained in this Article III are true and correct on the date hereof:

3.1 Authorization of Transactions. Such Seller has the requisite legal capacity to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Seller and, assuming this Agreement constitutes the valid and binding agreement of the other parties hereto, constitutes the valid and binding agreement of such Seller, enforceable in accordance with its terms, except as such enforcement may be limited by (a) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws now or hereinafter in effect relating to or affecting creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

3.2 Absence of Conflicts. Neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated hereby by such Seller, shall (a) conflict with or result in any breach of any of the terms, conditions or provisions of, (b) constitute a default under, (c) result in a violation of, (d) give any third party the right to modify, terminate or accelerate or cause the modification, termination or acceleration of, any obligation under, (e) result in the creation of any lien or claim upon any of the Membership Interests owned by such Seller, or (f) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any governmental authority, under (i) the provisions of the organizational documents of the Company (including the Operating Agreement), (ii) any contract to which such Seller is bound, (iii) any judgment, order or decree to which such Seller is subject, or (iv) any law, statute, rule or regulation to which such Seller is subject.

3.3 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of such Seller.

3.4 Membership Interests. Such Seller holds of record and owns beneficially the Membership Interests set forth opposite such Seller's name on Exhibit A, in each case free and clear of any liens, pledges, security interests, mortgages, restrictions on transfer (other than any restrictions on transfer under the Act and applicable state securities laws and restrictions on transfer included in the Operating Agreement, which restrictions on transfer included in the Operating Agreement such Seller has complied with in connection with the transactions contemplated by this Agreement), options, warrants, calls, commitments, proxies or other contract rights. Except for the Brenner Letter Agreement, with respect to Dr. Brenner, and the Allen Letter Agreement, with respect to J. Allen, such Seller is not a party to any option, warrant, contract, call, put or other agreement or commitment providing for the disposition or acquisition of any Membership Interests of the Company (other than this Agreement). Such Seller is not a party to any voting trust, proxy or other agreement or understanding with respect to the voting of any Membership Interests of the Company.

3.5 Litigation. There are no actions, suits, proceedings or orders pending or, to such Seller's knowledge, threatened against or affecting such Seller at law or in equity, or before or by any arbitration authority, federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which would adversely affect such Seller's performance under this Agreement or the consummation of the transactions contemplated hereby.

3.6 Accredited Investor. Such Seller is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Act. Such Seller acknowledges that Buyer is a public reporting company, and has reviewed such information as such Seller considers advisable, and has otherwise taken such actions (including, if such Seller considers it advisable, hiring his or her own advisors and attorneys) as such Seller considers advisable, to enter into the transactions contemplated by this Agreement.

3.7 Purchase for Investment. Such Seller is acquiring the Consideration Shares solely for investment for his or her own account and not with the view to, or for resale in connection with, any "distribution" (as such term is used in Section 2(11) of the Act) thereof. Such Seller understands that the Consideration Shares have not been registered under the Act or any state or foreign securities laws by reason of specified exemptions therefrom that depend upon, among other things, the bona fide nature of its investment intent as expressed herein and as explicitly acknowledged hereby and that under such laws and applicable regulations such securities may not be resold without registration under the Act or under applicable state or foreign law unless an applicable exemption from registration is available.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

As a material inducement to Sellers to enter into this Agreement, Buyer hereby represents and warrants to Sellers that the statements contained in this Article IV are true and correct on the date of this Agreement:

4.1 Organization and Corporate Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder and to consummate the transactions contemplated hereby.

4.2 Authorization of Transaction. The execution, delivery and performance of this Agreement have been duly and validly authorized by all requisite corporate action on the part of Buyer, and no other proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement. This Agreement has been duly and validly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer, enforceable in accordance with its terms.

4.3 No Violation; Consents or Approvals. Assuming the accuracy of the Sellers' representations and warranties in Article II and Article III, Buyer is not subject or party to any applicable law, or rule or regulation of any governmental authority, or any contract, or any license, franchise or permit, or subject to any order, writ, injunction or decree, which would be breached or violated by its execution, delivery or performance of this Agreement or which would adversely affect the ability of Buyer to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by the Buyer does not and shall not (a) conflict with or result in any breach of any of the terms, conditions or provisions of, (b) constitute a default under, (c) result in a violation of, (d) give any third party the right to modify, terminate or accelerate or cause the modification, termination or acceleration of, any obligation under, or (e) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any governmental authority, under (i) the provisions of the organizational documents of Buyer, (ii) any material contract to which Buyer is bound, (iii) any judgment, order or decree to which Buyer is subject, or (iv) any law, statute, rule or regulation to which Buyer is subject (other than the filings required under applicable federal and state securities laws).

4.4 Purchase for Investment. Buyer is acquiring the Purchased Interests solely for investment for its own account and not with the view to, or for resale in connection with, any "distribution" (as such term is used in Section 2(11) of the Act) thereof. Buyer understands that the Membership Interests have not been registered under the Act or any state or foreign securities laws by reason of specified exemptions therefrom that depend upon, among other things, the bona fide nature of its investment intent as expressed herein and as explicitly acknowledged hereby and that under such laws and applicable regulations such securities may not be resold without registration under the Act or under applicable state or foreign law unless an applicable exemption from registration is available.

4.5 SEC Reporting. Since January 1, 2014, Buyer has filed or furnished all forms, reports, schedules, statements, exemptions, certifications and other documents (including all exhibits, amendments and supplements thereto, the "SEC Reports") required to be filed or furnished by it with the United States Securities and Exchange Commission ("SEC") pursuant to the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder or other applicable United States federal securities laws. As of their respective dates, after giving effect to any amendments or supplements thereto, the SEC Reports complied as to form in all material respects with the requirements of the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder (the "Securities Act") and the Exchange Act, if applicable, as the case may be, and, to the extent applicable, the Sarbanes-Oxley Act of 2002. The financial statements of Buyer contained in such SEC Reports (the "Buyer Financial Statements") complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto in effect at the time of filing or furnishing the applicable SEC Report. To Buyer's knowledge, no investigation by the SEC with respect to Buyer or any of their respective officers or directors is pending or threatened.

4.6 Litigation. There are no actions, suits, proceedings or orders pending or, to Buyer's knowledge, threatened against or affecting Buyer at law or in equity, or before or by any arbitration authority, federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which would prohibit Buyer's performance under this Agreement or the consummation of the transactions contemplated hereby.

4.7 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Buyer.

4.8 Investigation by Buyer; No Other Representations or Warranties. Buyer has conducted its own independent review and analysis of the Company and has relied solely on its own review and analysis in determining to proceed with the transaction contemplated by this Agreement. Except as set forth in Article II and Article III, neither the Sellers nor any of their affiliates or any of their respective representatives makes any representation or warranty of any kind, either express or implied, with respect to the Company or the subject matter of this Agreement. Buyer acknowledges that, except as expressly set forth in the representations and warranties in Article II and Article III, there are no, and Buyer has not relied on any, representations or warranties by the Sellers or any of their affiliates or representatives of any kind, express or implied, with respect to the Company, the Sellers, or the subject matter of this Agreement.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1 Tax Matters.

(a) Certain Taxes and Fees. Sellers shall be responsible for, as and when due, all transfer, sales, use, registration and other such Taxes and fees (including any penalties and interest thereon) incurred in connection with this Agreement ("Transfer Taxes"). The Parties shall cooperate in timely making all filings, returns, reports and forms as necessary or appropriate to comply with the provisions of all applicable laws in connection with the payment of such Transfer Taxes, and shall cooperate in good faith to minimize the amount of any such Transfer Taxes payable in connection therewith.

(b) Cooperation on Tax Matters. Buyer and Sellers shall cooperate fully as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns of the Company and any audit, litigation or other proceeding with respect to Taxes of the Company. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(c) Withholding. Notwithstanding any other provision in this Agreement, Buyer shall have the right to deduct and withhold any required Taxes from any payments to be made hereunder. To the extent that amounts are so withheld and paid to the appropriate taxing authority, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to Sellers or any other recipient of payment in respect of which such deduction and withholding was made.

(d) Preparation of Income Tax Returns. The Representative shall prepare, or cause to be prepared, all income Tax Returns of the Company for any taxable period that ends on or before the Closing Date that are due after the Closing Date, and shall submit a copy of any such income Tax Return to Buyer for Buyer's review and comment at least 30 days before the due date for filing such Tax Return. The Sellers shall accept all reasonable written comments made by Buyer to any such Tax Returns and shall revise such Tax Returns accordingly. The Parties agree that all such Tax Returns of the Company shall be prepared consistently with Section 5.1(e), applicable law, and except to the extent inconsistent with the foregoing, past practice. Buyer shall cooperate with the Representative to cause the Tax Returns subject to this Section 5.1(d) to be filed as finally prepared after incorporating Buyer's reasonable comments.

(e) Certain Income Tax Consequences.

(i) Buyer, the Sellers, and the Company acknowledge and agree that the purchase and sale of the Purchased Interests pursuant to this Agreement shall be treated for U.S. federal income Tax purposes as (i) with respect to the Sellers, a taxable sale of their partnership interests in the Company, and (ii) with respect to Buyer, as a purchase of the assets of the Company deemed distributed to the Sellers in a deemed liquidation of the Company, as provided in Situation #1 of Revenue Ruling 99-6, 1999-1 C.B. 432. Buyer, the Company and the Sellers will file all Tax Returns in a manner consistent with such treatment, and will take no position inconsistent with such characterization for federal, state or local income Tax purposes, including in any audit, judicial or administrative proceeding, unless otherwise required by applicable Tax law.

(ii) Buyer will prepare an allocation of the aggregate value of the Consideration Shares, assumed liabilities, and any other relevant items among the assets deemed acquired by Buyer in pursuant to this Agreement in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (the "Purchase Price Allocation"). The Parties agree that the Purchase Price Allocation will value inventory at cost. Buyer will send the Representative a draft of the Purchase Price Allocation for the Representative's review. Within thirty (30) days of the Representative's receipt of the Purchase Price Allocation, the Representative will notify Buyer in writing of the existence of any objection the Representative may have to the Purchase Price Allocation. Buyer and the Representative will work together in good faith to resolve any such objection. All Parties shall use the Purchase Price Allocation, as agreed by Buyer and the Representative, for purposes of filing all Tax Returns and will not take a position contrary to such allocation on any Tax Return, except as required by a final determination by an applicable governmental authority.

(f) Indemnified Taxes. "Indemnified Taxes" means (i) any and all Taxes of the Sellers for any taxable period, (ii) any and all Taxes of the Company attributable to or with respect to any taxable period ending on or before the Closing Date and the portion through the end of the Closing Date for any taxable period that includes (but does not end on) the Closing Date limited, with respect to each Seller, to an amount equal to the product of (A) such Taxes multiplied by (B) the percentage ownership interest of the Company immediately prior to the consummation of the transactions contemplated by this Agreement (expressed as a decimal) of such Seller, (iii) any and all Taxes of any person imposed on the Company as a transferee or successor, by contract or pursuant to any law, which Taxes relate to an event or transaction occurring before the Closing limited, with respect to each Seller, to an amount equal to the product of (A) such Taxes multiplied by (B) the percentage ownership interest of the Company immediately prior to the consummation of the transactions contemplated by this Agreement (expressed as a decimal) of such Seller, and (iv) any Transfer Taxes. In the case of any taxable period that includes (but does not end on) the Closing Date described in clause (ii), Taxes shall be treated as attributable to the portion of such period through the Closing Date (a) in the case of Taxes measured by income, receipts or payroll, based on an interim closing of the books as of the close of business on the Closing Date, and (b) in the case of other Taxes, based on the proportion of the Taxes for the entire such period that equals the ratio of the number of days from the start of such period through the Closing Date to the entire number of days in such period.

5.2 Further Assurances. Each Party shall execute and deliver such further documents, agreements or instruments of conveyance and transfer and take such additional action as any other Party may reasonably request to effect, consummate, confirm or evidence the transfer to Buyer of the Purchased Interests and any other transactions contemplated hereby.

5.3 Specific Performance. Each Party acknowledges that the Company's business is unique and recognizes and affirms that in the event of a breach of this Agreement following the Closing by any other Party, money damages may be inadequate and such Party may have no adequate remedy at law. Accordingly, each Party agrees that each other Party shall have the right, in addition to any other rights and remedies existing in its favor, to seek to enforce its rights and such Party's obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief.

5.4 Non-Competition, Non-Solicitation and Confidentiality.

(a) Non-Competition. During the period beginning on the Closing Date and ending on the second anniversary of the Closing Date (the "Restricted Period"), R. Fried shall not, and shall not allow any of his respective affiliates to, engage (whether as an owner, operator, manager, employee, officer, director, consultant, advisor, representative or otherwise), directly or indirectly anywhere in any business that the Buyer conducts or has publicly announced that it proposes to conduct, each as of the Closing Date; provided, that ownership of less than three percent (3%) of the outstanding stock of any publicly-traded corporation shall not be deemed to be engaging solely by reason thereof in any of the Company's business and provided further that sale of products with nicotinamide riboside as a lead ingredient ("Products") shall not be deemed to be engaging in the Company's business so long as the nicotinamide riboside in such Products is purchased exclusively from Buyer or the Company or its affiliates. R. Fried expressly acknowledges and agrees that each and every restriction imposed by this Section 5.4(a) is reasonable with respect to subject matter, time period and geographical area. Notwithstanding the foregoing, if any Seller works as an employee of Buyer, it shall not be deemed a violation of this Section 5.4(a). Notwithstanding the foregoing or anything herein to the contrary, nothing in this Section 5.4 shall prohibit Dr. Brenner from continued employment with the University of Iowa or any other educational or scientific institution or any research or publication regarding nicotinamide riboside.

(b) Non-Solicitation. R. Fried agrees that, during the Restricted Period, R. Fried shall not, and shall not cause any of its affiliates to, directly or indirectly, (i) contact, approach or solicit for the purpose of offering employment to or hiring (whether as an employee, consultant, agent or independent contractor) or actually hire any person who is employed by the Company or Buyer as of the Closing Date or during the Restricted Period, without the prior written consent of Buyer; or (ii) interfere with or solicit any customers or vendors of the Company or Buyer in a manner that would materially adversely affect the business of the Company or Buyer.

(c) Confidentiality. Each Seller shall treat and hold as confidential any information concerning the business and affairs of the Company that is not already generally available to the public (the "Confidential Information"), refrain from using any of the Confidential Information except in connection with this Agreement or such Seller's ongoing employment with the Company, and deliver promptly to Buyer, at the request and option of Buyer, all tangible embodiments (and all copies) of the Confidential Information which are in his or her possession or under his or her control. In the event that any Seller is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, such Seller shall notify Buyer promptly of the request or requirement so that Buyer may seek, at Buyer's sole cost, an appropriate protective order or waive compliance with the provisions of this Section 5.4(b). If, in the absence of a protective order or the receipt of a waiver hereunder, any Seller is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, such Seller may disclose the Confidential Information to the tribunal; provided that such disclosing Seller shall use his or her commercially reasonable efforts, at Buyer's expense, to obtain, at the request and expense of Buyer, an order or other assurance that confidential treatment shall be accorded to such portion of the Confidential Information required to be disclosed as Buyer shall designate.

(d) Remedy for Breach. Each Seller acknowledges and agrees that in the event of a breach by any Seller (or any of such Seller's affiliates) of any of the provisions of this Section 5.4 monetary damages shall not constitute a sufficient remedy. Consequently, in the event of any such breach, the Company, Buyer and/or their respective successors or assigns, in addition to other rights and remedies existing in their favor, shall be entitled to seek specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions of this Section 5.4, in each case without the requirement of proving actual damages.

(e) Enforcement. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 5.4 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified to cover the duration, scope, or area permitted by applicable law.

(f) Acknowledgment. Each Seller acknowledges and agrees that (i) the restrictions contained in this Section 5.4 are reasonable in all respects (including, without limitation, with respect to the subject matter, time period and geographical area) and are necessary to protect Buyer's interest in, and value of, the Purchased Interests (including, without limitation, the goodwill inherent therein), (ii) Sellers have been primarily responsible for the creation of such value up until the date of this Agreement, and (iii) Buyer would not have consummated the transactions contemplated hereby without the restrictions contained in this Section 5.4.

5.5 Appointment of Representative.

(a) Powers of Attorney. Each Seller irrevocably constitutes and appoints R. Fried (the "Representative") as such Seller's true and lawful agent, proxy and attorney-in-fact and agent and authorizes the Representative acting for such Seller and in such Seller's name, place and stead, in any and all capacities to do and perform every act and thing required or permitted to be done by such Seller or the Representative hereunder or otherwise in connection with the agreements and transactions contemplated by this Agreement, as fully to all intents and purposes as such person might or could do in person, including, without limitation:

(i) deliver all notices required to be delivered by such Seller under this Agreement;

(ii) receive all notices required to be delivered to such Seller under this Agreement (including under Article VI of this Agreement);

(iii) take any and all action on behalf of such Seller from time to time as the Representative may deem necessary or desirable to defend, pursue, resolve and/or settle disputes or claims under this Agreement (including under Article VI of this Agreement); and

(iv) to engage and employ agents and representatives (including accountants, legal counsel and other professionals) and to incur such other expenses as he deems necessary or prudent in connection with the administration of the foregoing.

Each Seller grants unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing necessary or desirable to be done in connection with the transactions contemplated by this Agreement, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that the Representative may lawfully do or cause to be done by virtue hereof. Each Seller will, by executing this Agreement agree that such agency, proxy and power of attorney are coupled with an interest, and are therefore irrevocable without the consent of the Representative and Buyer and shall survive the death, incapacity, or bankruptcy of such Seller. Each Seller acknowledges and agrees that upon execution of this Agreement, any delivery by the Representative of any waiver, amendment, agreement, opinion, certificate or other documents executed by the Representative or any decisions made by the Representative pursuant to this Section 5.5, such Seller shall be bound by such documents or decision as fully as if such Seller had executed and delivered such documents or made such decisions. Buyer shall be entitled to rely on any action taken by the Representative, on behalf of Sellers, and each such action shall be binding on each Seller as fully as if such Seller had taken such action.

Neither the Representative nor any agent employed by the Representative shall be liable to any Seller relating solely to the performance of the Representative's duties under this Agreement in his capacity as Representative for any errors in judgment, negligence, oversight, breach of duty or otherwise except to the extent it is finally determined in a court of competent jurisdiction that the actions taken or not taken by the Representative in such capacity constituted fraud or were taken or not taken in bad faith. The Representative shall be indemnified and held harmless by each Seller against all losses paid or incurred in connection with any action to which the Representative is made a party solely by reason of the fact that the Representative was acting solely as the Representative pursuant to this Agreement; provided, however, that the Representative shall not be entitled to indemnification hereunder to the extent it is finally determined in a court of competent jurisdiction that the actions taken or not taken by the Representative constituted actual fraud or were taken or not taken in bad faith.

***5.6* General Release**.

(a) As of the Closing, each of the Sellers, on behalf of themselves and each of their respective predecessors, successors, heirs, personal representatives and assigns, hereby irrevocably releases and forever discharges the Company and Buyer, and each of their respective officers, directors, shareholders, equity holders, employees, subsidiaries, predecessors, successors and assigns (each a "Released Party" and collectively, the "Released Parties"), for and from any and all manners of actions, causes, causes of action, suits, debts, dues, compensation, wages, bonuses, liabilities, rights, costs, expenses (including, without limitation attorneys' fees and costs), bonds, bills, covenants, contracts, controversies, executions, claims and demands, of whatever kind or nature, in law or in equity, known or unknown, foreseen or unforeseen, vested or contingent, matured or unmatured, suspected or unsuspected, and whether or not concealed or hidden, whichever have or may have existed, or which do exist, that may now or hereafter at any time be made or brought against any Released Party by such Seller by reason of or in connection with any matter, cause, thing, action or omission whatsoever, arising, occurring, relating to or in respect of any time up through and including the date hereof (collectively, the "Released Matters"); provided that nothing in this Section 5.6 will release any Released Party from any of the foregoing to the extent set forth in or arising out of (i) this Agreement or in any other agreement or document executed in connection with the transactions contemplated hereby, or (ii) any obligation of the Company to indemnify its past or present managers or officers to the extent required by the Company's organizational documents or applicable law. From and after the date hereof, each Seller agrees on behalf of himself or herself to not, directly or indirectly (including, without limitation, in a derivative proceeding), assert any claim or demand or commence, institute or maintain, or cause to be commenced, instituted, or maintained, or knowingly facilitate or assist any other party in commencing, instituting or maintaining, any claim or proceeding of any kind against any of the Released Parties based upon or with respect to any Released Matter(s).

(b) Each Seller acknowledges that the release in Section 5.6(a) includes releases of claims of which such Seller is presently unaware of or which such Seller does not presently suspect to exist. Each Seller agrees, represents and warrants that such Seller realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown and unsuspected, and such Seller further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that such Seller nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses arising out of or with respect to the claims described in Section 5.6(a). Each Seller acknowledges that the inclusion of unknown and unsuspected claims was separately bargained for and was a key element of this Agreement. In releasing the claims unknown to you at present, you are waiving all rights and benefits under Section 1542 of the California Civil Code, and any law or legal principle of similar effect in any jurisdiction, which provides: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

ARTICLE VI

INDEMNIFICATION, ETC.

6.1 Survival of Representations and Covenants.

(a) All representations, warranties, covenants and obligations in this Agreement will remain in full force and effect and will survive for a period of twelve (12) months following the Closing Date (with respect to the representations and warranties) and for the periods specified in this Agreement (with respect to the covenants and obligations); provided, however, that if a claim notice relating to any representation, warranty, covenant or obligation set forth in this Agreement is given timely and properly by the Party seeking indemnification on or prior to the applicable termination date, then, notwithstanding anything to the contrary contained in this Section 6.1(a), such representation, warranty, covenant or obligation will not so expire, but rather will remain in full force and effect solely to the extent of the matters in such claim notice until such time as each and every claim has been fully and finally resolved, by means of a written settlement agreement executed on behalf of the Sellers or the Representative (on behalf of the Sellers) on the one hand and Buyer on the other hand, or a final, non-appealable judgment issued by a court of competent jurisdiction, or as otherwise agreed to by Buyer and the Representative.

(b) The representations, warranties, covenants and obligations of the Sellers, and the rights and remedies that may be exercised by the Buyer Indemnitees, will not be limited or otherwise affected by or as a result of any information furnished to, or any investigation made by or knowledge of, any of the Buyer Indemnitees or any of their representatives. "Buyer Indemnitees" means Buyer, Buyer's affiliates (including the Company), and their respective officers, directors, employees, and advisors, and successors and assigns of the foregoing, provided, however, that (i) the Company will not be entitled to exercise any rights as an Indemnitee prior to the Closing, and (ii) for the avoidance of doubt, the Sellers will not be deemed to be "Buyer Indemnitees."

(c) "Seller Indemnitees" means each Seller and his respective affiliates, representatives, heirs, advisors and successors and assigns of the foregoing. Buyer Indemnitees and Seller Indemnitees are referred to herein as "Indemnitees."

6.2 Indemnification.

(a) Indemnification of Buyer. The Sellers, severally but not jointly, shall hold harmless and indemnify the Buyer Indemnitees from and against, and shall compensate and reimburse the Buyer Indemnitees for, any losses (including costs, expenses (including reasonable attorneys' fees and disbursements) fees, penalties, claims, charges and other liabilities, but excluding punitive, incidental, consequential, or special damages or lost profits) ("Losses") which are suffered or incurred by any of the Buyer Indemnitees or to which any of the Buyer Indemnitees may otherwise become subject and which arise from or as a result of, or are connected with: (i) any breach of any representation or warranty contained in Article II or Article III of this Agreement (but subject to the disclosures set out in the Disclosure Schedules); (ii) any breach of any covenant or obligation of the Sellers in this Agreement; (iii) any Indemnified Taxes and (iv) any transaction-related fees and expenses, legal, accounting, consulting, and other fees, costs and expenses, incurred by any Seller in connection with the transactions contemplated by this Agreement.

(b) Indemnification of Sellers. The Buyer shall hold harmless and indemnify the Seller Indemnitees from and against, and shall compensate and reimburse the Seller Indemnitees for, any Losses which are suffered or incurred by any of the Seller Indemnitees or to which any of the Seller Indemnitees may otherwise become subject and which arise from or as a result of, or are connected with: (i) any breach of any representation or warranty of Buyer contained in Article IV of this Agreement; (ii) any breach of any covenant or obligation of Buyer in this Agreement; and (iii) any transaction-related fees and expenses, legal, accounting, consulting, and other fees, costs and expenses, incurred by Buyer in connection with the transactions contemplated by this Agreement.

6.3 No Contribution. Each Seller waives, and acknowledges and agrees that he or she shall not have and shall not exercise or assert (or attempt to exercise or assert), any right of contribution, right of indemnity or other right or remedy against the Company or its representatives in connection with any indemnification obligation or any other liability to which it may become subject under or in connection with this Agreement.

6.4 Limitations on Indemnification. Notwithstanding anything herein to the contrary, the indemnification rights and obligations provided for in Section 6.2 are subject to the following:

(a) Sellers shall not have any liability for Losses pursuant to Section 6.2(a)(i) unless and until the aggregate dollar amount of all Losses related thereto for which the Sellers would otherwise be required to provide indemnification exceeds an amount equal to $10,000 (the "Basket"), at which point, subject to the other provisions in this Article VI, the Buyer Indemnitees shall be entitled to indemnification for all such Losses from dollar one (and not only the Losses that exceed the Basket), and the maximum aggregate amount of indemnifiable Losses which may be recovered by the Buyer Indemnitees for Losses pursuant to Section 6.2(a)(i) shall be an amount equal to $500,000 (the "Cap"), except in cases of Fraud. In addition, the obligation of Sellers to indemnify the Buyer Indemnitees against any Losses pursuant to Section 6.2(a)(ii) shall in no event exceed on a cumulative basis an amount equal to the "Aggregate Value of Consideration Shares" as set forth on Exhibit A.

(b) Notwithstanding anything set forth in this Agreement to the contrary, but subject to the lower limitations on indemnification herein, (i) each Seller's aggregate liability for any and all Losses under this Agreement will not exceed an amount equal to the "Aggregate Value of Consideration Shares" as set forth on Exhibit A for such Seller except in the case of Fraud, and (ii) no Seller will be liable for the breach of any representation made in Article III by another Seller or the breach of any covenant or agreement by another Seller.

(c) Buyer shall not have any liability for Losses pursuant to Section 6.2(b)(i) unless and until the aggregate dollar amount of all Losses related thereto for which Buyer would otherwise be required to provide indemnification exceeds an amount equal to the Basket, at which point, subject to the other provisions in this Article VI, the Seller Indemnitees shall be entitled to indemnification for all such Losses from dollar one (and not only the Losses that exceed the Basket) and the maximum aggregate amount of indemnifiable Losses which may be recovered by Seller Indemnitees for Losses pursuant to Section 6.2(b)(i) shall be an amount equal to the Cap, except in cases of Fraud. In addition, the obligation of Buyer to indemnify the Seller Indemnitees against any Losses pursuant to Section 6.2(b)(ii) shall in no event exceed on a cumulative basis an amount equal to the "Aggregate Value of Consideration Shares" as set forth on Exhibit A.

(d) Notwithstanding anything set forth in this Agreement to the contrary, but subject to the lower limitations on indemnification herein, Buyer's aggregate liability for any and all Losses under this Agreement will not exceed an amount equal the "Aggregate Value of Consideration Shares" as set forth on Exhibit A, except in the case of Fraud.

(e) Notwithstanding anything in this Agreement to the contrary, in no event shall any limit or restriction on any rights or remedies set forth in this Agreement limit or restrict the rights or remedies of Sellers or Buyer for Fraud. For purposes of this Article VI, "Fraud" means common law fraud perpetrated in connection with this Agreement.

6.5 Mitigation. Each of the Indemnitees shall use its commercially reasonable efforts to pursue payment or recovery under or from any insurer or third party in respect of any Losses for which such Indemnitee is entitled to indemnification under this Article VI. Payments by an Indemnifying Party (as defined below) in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds actually received by an Indemnitee (or the Company) in respect of any Loss (net of any costs of investigation, collection, and co-payments related to the underlying claim). To the extent required under applicable law, each Indemnitee shall use its commercially reasonable efforts to mitigate any Losses for which it is entitled to indemnification under this Article VI.

6.6 Defense of Third Party Claims. In the event of the assertion or commencement by any person of any claim or legal proceeding (whether against the Company, against Buyer or against Seller or any other person) with respect to which the Indemnifying Party (as defined below) may become obligated to hold harmless, indemnify, compensate or reimburse any Indemnitee pursuant to this Article VI (a "Third-Party Claim"), the Indemnifying Party shall have the right, at its election within twenty (20) days of receipt of notice of the Third-Party Claim, to proceed with the defense of such Third-Party Claim on its own with counsel reasonably satisfactory to the Indemnitee, provided that, in circumstances where the Indemnitee is a Buyer Indemnitee, Buyer shall have the right to assume control of such defense (at its election by providing notice to the Sellers of such election concurrently with providing notice to the Indemnifying Party of such Third-Party Claim) if such Third-Party Claim and its possible litigation and resolution is reasonably likely to have a material adverse effect on the reputation, brand, market perception of its products, or customer or supplier relations of the Buyer. If the Indemnifying Party so proceeds with the defense of any such Third-Party Claim: (a) subject to the other provisions of Article VI, all reasonable expenses relating to the defense of such Third-Party Claim shall be considered "Losses" hereunder and shall be borne and paid exclusively by the Indemnifying Party; (b) the Indemnitee shall make available to the Indemnifying Party any documents and materials in their possession or control that may be necessary to the defense of such Third-Party Claim; and (c) the Indemnifying Party shall have the right to settle, adjust or compromise such Third-Party Claim with the prior written consent of the Indemnitee. If the Indemnifying Party assumes control of the Third-Party Claim, the Indemnitee shall have the right to be informed and consulted with respect to the negotiation, settlement or defenses of such Third-Party Claim and may participate in such defense at their expense.

The Indemnitee shall give the Indemnifying Party prompt notice of the commencement of any Third-Party Claim for which Indemnitee may be entitled to indemnification, compensation or reimbursement under this Article VI; provided, however, that any failure on the part of Indemnitee to so notify the Indemnifying Party shall not limit any of the obligations of the Indemnifying Party under this Article VI (except to the extent such failure actually and materially prejudices the defense of such Third-Party Claim by the Party controlling the defense thereof).

6.7 Indemnification Claim Procedure.

(a) Delivery of Claim Notice. If any Indemnitee has or claims to have incurred or suffered Losses for which it is or may be entitled to indemnification, compensation or reimbursement under this Article VI of this Agreement, such Indemnitee is required to deliver a claim notice (a "Claim Notice") to the Buyer or Representative (on behalf of Sellers), as applicable (the "Indemnifying Party"). Each Claim Notice shall state that such Indemnitee believes that there is or has been a breach of a representation, warranty, covenant or obligation contained in this Agreement or that such Indemnitee is otherwise entitled to indemnification, compensation or reimbursement under Article VI of this Agreement, and contain a description of the circumstances supporting such Indemnitee's belief that there is or has been such a breach or that such Indemnitee is so entitled to indemnification, compensation or reimbursement and shall, to the extent possible, contain a good faith, non-binding, preliminary estimate of the amount of damages such Indemnitee claims to have so incurred or suffered (the "Claimed Amount"), which estimate shall include a reasonable amount of detail showing how the Claimed Amount was determined.

(b) Response Notice; Uncontested Claims. Within 15 days after receipt by the Indemnifying Party of a Claim Notice, the Indemnifying Party may deliver to the Indemnitee who delivered the Claim Notice a written response (the "Response Notice") in which the Indemnifying Party: (i) agrees that the Indemnitee is entitled to the full Claimed Amount (the "Uncontested Amount"); (ii) agrees that the Indemnitee is entitled to part, but not all, of the Claimed Amount (the "Agreed Amount"); or (iii) indicates that the Indemnifying Party disputes the entire Claimed Amount. Any part of the Claimed Amount that is not agreed to pursuant to the Response Notice shall be the "Contested Amount." If a Response Notice is not received by the Indemnitee within such 15-day period, then the Indemnifying Party shall be conclusively deemed to have agreed that the Indemnitee is entitled to the full Claimed Amount (also, the "Uncontested Amount"). If the Indemnifying Party and the Indemnitee are unable to resolve the dispute relating to any Contested Amount within 30 days after the delivery of the Claim Notice, then the Indemnitee and Indemnifying Party may resolve the claim described in the Claim Notice in accordance with Section 7.7 of this Agreement. To the extent that Indemnitee and the Indemnifying Party resolve the claim described in the Claim Notice in accordance with Section 7.7 of this Agreement and the Sellers are found liable for all or any portion of the Contested Amount or any other damages, such portion of the Contested Amount and such other damages shall also be deemed an "Uncontested Amount" for purposes of this Agreement. The Indemnifying Party shall pay the Indemnitee for any Uncontested Amount within 15 days of the applicable amount being determined to be an Uncontested Amount in accordance with this Section 6.7.

6.8 Exclusivity of Indemnification Remedies. Except for claims with respect to Fraud or international misrepresentation under this Article VI and except as provided in Section 5.3 and Section 5.4(d), the indemnification remedies and other remedies provided in this Article VI are deemed to be the sole and exclusive remedy of each Party with respect to any and all claims relating to the subject matter of this Agreement, including claims for each of any representation, warranty, covenant or agreement contained in this Agreement.

ARTICLE VII

MISCELLANEOUS

7.1 Amendment and Waiver. This Agreement may be amended and any provision of this Agreement may be waived, provided that any such amendment or waiver shall be binding upon a Party only if such amendment or waiver is set forth in a writing executed by Buyer and the Representative. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

7.2 Notices. All notices, demands and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) 3 business days after being mailed by first class mail, return receipt requested, (iii) when delivered by express courier service (i.e., FedEx), or (iv) when sent by email, if (a) sent during the normal business hours of recipient, and if not, then on the next business day and (b) such email is confirmed by the recipient. Notices, demands and communications to each Seller (and the Representative) and Buyer shall, unless another address is specified in writing, be sent to the address indicated on the signature pages hereto.

7.3 Binding Agreement; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Seller or Buyer without the prior written consent of the Representative and Buyer, except that Buyer may assign this Agreement to any affiliate or in connection with any merger, consolidation, corporate reorganization or similar transaction involving Buyer or to any third party that acquires all or substantially all of the assets of Buyer or the business of Buyer to which this Agreement relates, in each case without the prior written consent of Representative. Notwithstanding the immediately preceding sentence, without the prior written consent of Sellers, each of Buyer and its permitted assigns may at any time, in its sole discretion, assign, in whole or in part, its rights and obligations pursuant to this Agreement to one or more of its affiliates (including but not limited to the Company post-Closing).

7.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

7.5 Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any person. The word "including" shall mean "including without limitation" regardless of whether such words are included in some contexts but not others. The word "knowledge" shall mean actual knowledge after reasonable due inquiry. The "knowledge" of the Sellers is limited to R. Fried's actual knowledge after reasonable due inquiry. The word "person" shall include, as applicable, an individual, a partnership (including a limited liability partnership), a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, a legal person, an unincorporated organization and a governmental authority.

7.6 Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

7.7 Disputes. In the event of any litigation to enforce or interpret any terms or conditions of this Agreement, the Parties agree that such action will be brought in the Superior Court of the City of Irvine, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Central District of California), and the Parties hereby submit to the exclusive jurisdiction of said court. In any action in litigation to enforce or interpret any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses (including expert testimony) and reasonable attorneys' fees incurred therein by the prevailing party. Each Party hereby irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions. Each Party irrevocably consents to the service of process in any such action or proceeding by the sending of copies thereof by express courier service (i.e., FedEx) to such Party at its address specified by Section 7.2, such service to become effective upon delivery by such courier service to such address.

7.8 Entire Agreement. This Agreement and the documents referred to herein contain the entire agreement between the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.

7.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart by facsimile or .pdf shall be deemed delivery of an originally executed counterpart in all cases.

7.10 Governing Law; Attorneys' Fees; WAIVER OF JURY TRIAL. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

7.11 Disclosure Schedules. All schedules attached hereto (including the Disclosure Schedule) are incorporated herein and expressly made a part of this Agreement as though completely set forth herein. A disclosure in any particular schedule or section of the Disclosure Schedule or otherwise in this Agreement shall constitute disclosure of such information in any and all other schedules or sections of the Disclosure Schedule in which the same information may be required to be included in accordance with the terms of this Agreement and shall limit and qualify all representations and warranties of the disclosing party to which such information may apply so long as, in each case, the applicability of the disclosures to such other schedule or sections of the Disclosure Schedule or representations and warranties is reasonably apparent on its face from the information set forth therein. The information set forth in the schedules attached hereto (including the Disclosure Schedule) is disclosed solely for the purposes of this Agreement, and no information set forth therein shall be deemed to be an admission by any Party hereto to any third party of any matter whatsoever, including of any violation of applicable law or breach of any agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, any schedule or the Disclosure Schedule or exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business, and no Party shall use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, any schedule or the Disclosure Schedules, or exhibits in any dispute or controversy between the Parties hereto as to whether any obligation, item or matter not set forth or included in this Agreement, any schedule or the Disclosure Schedules, or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the ordinary course of business for purposes of this Agreement. In addition, matters reflected in any schedule or the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected therein. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Nothing in any schedule or the Disclosure Schedules is intended to broaden the scope of any representation or warranty contained in this Agreement. Such information and the dollar thresholds set forth herein shall not be used as a basis for interpreting the terms "material" or "Material Adverse Effect" or other similar terms in this Agreement.

7.12 Arm's Length Negotiations. Each Party hereto expressly represents and warrants to all other Parties hereto that (a) before executing this Agreement, such Party has read this Agreement and each document to be executed by such Party in connection therewith (collectively, the "Transaction Agreements") and has fully informed itself or himself of the terms, contents, conditions and effects of the Transaction Agreements; (b) such Party has relied solely and completely upon its or his own judgment in executing the Transaction Agreements; (c) such Party has had the opportunity to seek and, if he or it deemed it necessary, has obtained the advice of legal, tax, financial, accounting or other counsel and advisors before executing in executing the Transaction Agreements; (d) such Party has acted voluntarily and of its or his own free will in executing in executing the Transaction Agreements; (e) such Party is not acting under duress, whether economic or physical, in executing in executing the Transaction Agreements; and (f) the Transaction Agreements are the result of arm's length negotiations conducted by and among the Parties and their respective counsel.

7.13 Expenses. Except as otherwise provided herein or in any other document executed in connection herewith, each Party hereto shall pay its own expenses incident to preparing, entering into and carrying out this Agreement and the consummation of the transaction contemplated hereby.

7.14 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SELLERS:

/s/ Robert N. Fried
ROBERT N. FRIED

/s/ Dr. Charles Brenner
Dr. Charles Brenner

/s/ Jeffrey Allen
Jeffrey Allen

[Signature Continued on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BUYER:

CHROMADEX CORPORATION

By: /s/ Frank L. Jaksch Jr.
Name: Frank L. Jaksch Jr.
Title: Chief Executive Officer

Address:
10005 Muirlands Blvd. Suite G
Irvine, California 92618
Attn: Frank L. Jaksch Jr.
Email: frank.jaksch@chromadex.com

EXHIBIT A

PURCHASED INTERESTS AND CONSIDERATION SHARES

Seller	Membership Interests	Aggregate Value of Consideration Shares	Number of Consideration Shares
Robert N. Fried	84.74%	$923,697.41	*
Dr. Charles Brenner	4.00%	$43,601.48	*
Mr. Jeffrey Allen	3.00%	$32,701.11	*
Total:	**91.74%**	**$1,000,000**	

* Each Seller shall receive the number of Consideration Shares equal to his or her Aggregate Value of Consideration Shares divided by the closing bid price per share of Buyer's common stock on the NASDAQ Capital Market on the last trading day before the date hereof, rounded up to the nearest share.

Exhibit 10.3

ChromaDex Corporation

Restricted Stock Award Grant Notice

(Second Amended and Restated 2007 Equity Incentive Plan)

ChromaDex Corporation (the "***Company***"), pursuant to its Second Amended and Restated 2007 Equity Incentive Plan (as amended from time-to-time, the "***Plan***"), hereby awards to Participant a restricted stock award covering the number of shares of the Company's Common Stock set forth below. The Company acknowledges the receipt from Participant of consideration with respect to the par value of the shares of the Company's Common Stock in the form of cash, past or future services rendered to the Company by Participant or such other form of consideration as is acceptable to the Board. The restricted stock award and the shares of Common Stock awarded hereunder are subject to all of the terms, conditions and restrictions as set forth herein, in the Restricted Stock Award Agreement and the Plan, all of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Restricted Stock Award Agreement will have the same definitions as in the Plan or the Restricted Stock Award Agreement, as applicable. If there is any conflict between the terms herein and the Plan, the terms of the Plan will control.

Participant: Robert Fried

Date of Grant: _____

Vesting Commencement Date: _____

Number of Shares Subject to Award: _____

Vesting Schedule: The Unvested Shares subject to this Award will vest and become Vested Shares in accordance with the vesting schedule below (each such vesting date specified below, a "***Vesting Date***"):

Subject to the Participant's Continuous Service through the applicable vesting date, 1/3rd of the shares of Common Stock subject to this Award will vest and become Vested Shares on each of the first three anniversaries following the Vesting Commencement Date.

Except as provided in the paragraph immediately below, in the event Participant's Continuous Service terminates for any reason, all Unvested Shares as of the date of such termination of Continuous Service shall immediately and automatically be forfeited and returned to the Company without any payment of consideration therefor and without any required action by or notice to Participant.

Notwithstanding the foregoing, upon the occurrence of (i) a Change of Control, (ii) Participant's death, (iii) Participant's Disability (as defined in the Employment Agreement), (iv) termination by the Company of Participant's employment without Cause (as defined in the Employment Agreement), or (v) resignation by Participant of his employment for Good Reason (as defined in the Employment Agreement), then, subject in each case to Participant's Continuous Service as an employee or consultant of the Company or any of its subsidiaries though such event, all Unvested Shares shall vest immediately.

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Restricted Stock Award Grant Notice, the Restricted Stock Award Agreement and the Plan. Participant acknowledges and agrees that this Restricted Stock Award Grant Notice and the Restricted Stock Award Agreement may not be modified, amended or revised except as provided therein or in the Plan. Participant further acknowledges that as of the Date of Grant, this Restricted Stock Award Grant Notice, the Restricted Stock Award Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements, promises and/or representations on that subject with the exception of (i) equity awards previously granted and delivered to Participant, (ii) any compensation recovery policy that is or may be adopted by the Company or is otherwise required by applicable law and (iii) that certain Executive Employment Agreement, dated March 12, 2017, by and between the Company and the Participant (the "***Employment Agreement***"). By accepting this restricted stock award, Participant consents to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system to the extent established and maintained by the Company or another third party designated by the Company.

ChromaDex Corporation

By: _____
Signature

Title: _____

Date: _____

Participant:

_____
Signature

Date: _____

Attachments:

Attachment I: Restricted Stock Award Agreement
Attachment II: Second Amended and Restated 2007 Equity Incentive Plan

Attachment I

CHROMADEX CORPORATION

Restricted Stock Award Agreement
(Second Amended and Restated 2007 Equity Incentive Plan)

Pursuant to the Restricted Stock Award Grant Notice (the "***Grant Notice***") and this Restricted Stock Award Agreement (the "***Agreement***" and together with the Grant Notice, the "***Award***") and its Second Amended and Restated 2007 Equity Incentive Plan (as amended from time-to-time, the "***Plan***"), ChromaDex Corporation (the "***Company***") has awarded you the number of shares of the Company's Common Stock subject to the Award as indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement but defined in the Plan will have the same definitions as in the Plan. If there is any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control.

The details of your Award, in addition to those set forth in the Grant Notice and the Plan, are as follows:

1. Vesting. Subject to the limitations contained herein, your Award will vest pursuant to the Vesting Schedule in the Grant Notice, provided that vesting will cease upon the termination of your Continuous Service unless otherwise expressly set forth in the Grant Notice. "***Vested Shares***" will mean shares subject to your Award that have vested in accordance with the Vesting Schedule and with respect to which the forfeiture conditions set forth in Section 2 have lapsed, and "***Unvested Shares***" will mean shares subject to your Award that have not vested in accordance with the Vesting Schedule that remain subject to such risk of forfeiture as set forth in Section 2 of this Agreement.

2. Forfeiture of Unvested Shares. Except as may be expressly provided in the Grant Notice or otherwise determined by the Board in its sole discretion, in the event your Continuous Service terminates for any reason, all Unvested Shares as of the date of your termination of Continuous Service shall immediately and automatically be forfeited and returned to the Company without any payment to you and without any required action or notice to you. You hereby agree to take whatever action the Company deems necessary to effectuate the Company's reacquisition of the Unvested Shares and the return of such shares to the Company. Following such forfeiture and return to the Company, the Company will become the legal and beneficial owner of the Unvested Shares and all rights and interests in and related to such shares, and the Company will have the right to transfer to its own name the Unvested Shares without further action by you.

3. Restrictions and Conditions.

(a) In addition to any other limitation on transfer created by applicable securities laws, you may not sell, assign, hypothecate, donate, encumber or otherwise dispose of all or any part of the Unvested Shares or any interest in the Unvested Shares; *provided, however*, that an interest in the Unvested Shares may be transferred pursuant to a domestic relations order as defined in the Code. In the case of Vested Shares, you will not sell, assign, hypothecate, donate, encumber or otherwise dispose of all or any part of the Vested Shares or any interest in the Vested Shares except in compliance with this Agreement, the Company's bylaws and applicable securities laws.

(b) In order to implement the provisions of this award, the Company may at its election either (i) after the Date of Grant, issue a certificate representing the shares of Common Stock subject to this Award and place a legend on and stop transfer notice describing the restrictions on and forfeitability of the Unvested Shares subject to this Award, in which case the Company may retain such certificates unless and until the Unvested Shares represented by such certificate have vested and may cancel such certificate if and to the extent that the Unvested Shares are forfeited and returned to the Company or (ii) not issue any certificate representing shares of Common Stock subject to this Award and instead document your interest in such shares of Common Stock by registering such shares of Common Stock with the Company's transfer agent (or another custodian selected by the Company) in book entry form in your name with the applicable restrictions noted in the book-entry system, in which case certificate(s) representing all or a part of shares of Common Stock will not be issued unless and until Unvested Shares become Vested Shares hereunder. The Company may provide for delay in the issuance or delivery of Vested Shares as it determines appropriate in order to effectuate Section 9(b) of this Agreement.

(c) Unvested Shares, together with any other assets or securities in respect of such Unvested Shares (e.g., dividends), shall be remitted to the Company and subject to forfeiture and restriction on transfer pursuant to Sections 2 and 3 of this Agreement and all other restrictions of the Grant Notice, this Agreement and the Plan. Subject to the provisions of Sections 2 and 3 of this Agreement, all Vested Shares (and any other vested assets and securities attributable thereto) shall be released by the Company within fifteen (15) days following the date of their vesting. At all times prior to the release of the shares of Common Stock pursuant to the foregoing sentence, the certificates or book entries representing such shares shall remain in the Company's possession or control. If the Unvested Shares are to be certificated in accordance with Section 3(b)(i), you shall deliver to the Company a duly executed blank stock power in a form to be provided by the Company.

4. Rights as Stockholder. Subject to the provisions of this Award, you will exercise all rights and privileges of a stockholder of the Company with respect to the shares of Common Stock subject to this award. You will be deemed to be the holder of the shares for purposes of receiving any dividends that may be paid with respect to such shares (which will be subject to the same vesting and forfeiture restrictions as apply to the shares to which they relate) and for purposes of exercising any voting rights relating to such shares.

5. Restrictive Legends. All certificates and/or book entries representing the Common Stock issued under your Award will be endorsed with appropriate legends determined by the Company in its sole discretion (in addition to any other legend that may be required by other agreements between you and the Company).

6. Capitalization Adjustments. The number of shares and/or class of securities subject to your Award may be adjusted from time to time for Capitalization Adjustments.

7. Securities Law Compliance. In no event may you be issued any shares of Common Stock under your Award unless the shares are either then registered under the Securities Act or, if not registered, the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Your Award and the issuance of shares of Common Stock under your Award also must comply with all other applicable laws and regulations, and you will not receive any shares of Common Stock under your Award if the Company determines that such receipt would not be in material compliance with such laws and regulations.

8. Award not a Service Contract. Your Award is not an employment or service contract, and nothing in your Award will be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or on the part of the Company or an Affiliate to continue your employment. In addition, nothing in your Award will obligate the Company or an Affiliate, their respective stockholders, boards of directors, Officers or Employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

9. Withholding Obligations.

(a) The Company may, in its sole discretion, satisfy all or any portion of the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with your Award (the "***Withholding Taxes***") by withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the Award with a Fair Market Value equal to the amount of such Withholding Taxes; *provided, however*, that the number of such shares of Common Stock withheld may not exceed the amount necessary to satisfy the Company's required tax withholding obligations using the minimum statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income; and *provided*, further, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Company's Compensation Committee. To the extent the Company does not satisfy any Withholding Taxes by withholding shares of Common Stock as described in the immediately preceding sentence, you agree to make a cash payment to the Company to cover such Withholding Taxes when requested by the Company to do so. The Company acknowledges that, to fund such cash payment, you may elect to establish a 10b5-1 Plan to sell shares of Common Stock subject to the Award upon their vesting to satisfy no less than the Withholding Taxes. The Company shall use commercially reasonable efforts to promptly provide an appropriate legend removal letter of the Company's counsel in form and substance required by the transfer agent or other appropriate party in connection with any such sale.

(b) Unless the tax withholding obligations of the Company and any Affiliate are satisfied, the Company will have no obligation to issue a certificate for such shares, deliver such shares and/or release such shares from any escrow (as applicable) provided for in this Agreement.

(c) In the event the Company's obligation to withhold arises prior to the delivery or release to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Company's withholding obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

10. Tax Consequences. The Company has no duty or obligation to minimize the tax consequences to you of this Award and shall not be liable to you for any adverse tax consequences to you arising in connection with this Award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this Award and by signing the Grant Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so. You understand that you (and not the Company) shall be responsible for your own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement. You agree to review with your own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. You will rely solely on such advisors and not on any statements or representations of the Company or any of its agents. You understand that Section 83 of the Code taxes as ordinary income to you the fair market value of the shares of Common Stock issued to you pursuant to the Award as of the date any restrictions on such shares lapse (that is, as of the date on which part or all of such shares vest). You understand that you may elect to be taxed at the time the Common Stock is issued to you pursuant to your Award, rather than when and as applicable restrictions lapse, by filing an election under Section 83(b) of the Code (an "***83(b) Election***") with the Internal Revenue Service within thirty (30) days after the date your acquire shares of Common Stock pursuant to your Award. Even if the fair market value of the Common Stock at the time of grant of your Award equals the amount paid for the Common Stock, the 83(b) Election must be made to avoid income under Section 83(a) in the future. You understand that failure to file such an 83(b) Election in a timely manner may result in adverse tax consequences for you. You further understand that you must file an additional copy of such 83(b) Election with your federal income tax return for the calendar year in which you make such 83(b) Election. You acknowledge that the foregoing is only a summary of the effect of U.S. federal income taxation with respect to issuance of the Common Stock pursuant to your Award, and does not purport to be complete. You further acknowledge that the Company has directed you to seek independent advice regarding the applicable provisions of the Code, the income tax laws of any municipality, state or foreign country in which you may reside, and the tax consequences of your death. You assume all responsibility for filing an 83(b) Election and paying all taxes resulting from such election or the lapse of the restrictions on the Common Stock. YOU ACKNOWLEDGE THAT IT IS YOUR OWN RESPONSIBILITY, AND NOT THE COMPANY'S, TO FILE A TIMELY ELECTION UNDER SECTION 83(B) OF THE CODE. THE COMPANY AND ITS LEGAL COUNSEL CANNOT AND DO NOT ASSUME RESPONSIBILITY FOR FAILURE TO FILE THE 83(B) ELECTION IN A TIMELY MANNER UNDER ANY CIRCUMSTANCES.

11. Notices. Any notices provided for in your Award or the Plan will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five days after deposit in the U.S. mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this Award by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this Award, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

12. Governing Plan Document. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan will control. In addition, your Award (and any compensation paid or shares issued under your Award) is subject to recoupment in accordance with The Dodd–Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law.

13. Other Documents. You hereby acknowledge receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus. In addition, you acknowledge receipt of the Company's policy permitting certain individuals to sell shares only during certain "window" periods and the Company's insider trading policy, in effect from time to time.

14. Effect on Other Employee Benefit Plans. The value of this Award will not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides.

15. Severability. If all or any part of this Award or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Award or the Plan not declared to be unlawful or invalid. Any Section of this Award (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

16. Miscellaneous.

(a) The rights and obligations of the Company under your Award are transferable by the Company to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit of, and be enforceable by the Company's successors and assigns. Your rights and obligations under your Award may only be assigned with the prior written consent of the Company and subject to the terms and conditions of this Agreement and the Plan.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

* * *

This Restricted Stock Award Agreement will be deemed to be signed by the Company and Participant upon the signing by Participant of the Restricted Stock Award Grant Notice to which it is attached or (to the extent established and permitted by the Company) by acceptance of this Award through the Company's electronic stock plan administration system.

Attachment II

SECOND AMENDED AND RESTATED 2007 EQUITY INCENTIVE PLAN

Exhibit 31.1

Certification of the Chief Executive Officer
Pursuant to
Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended,
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

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 15d-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 the registrant's board of directors (or persons performing the equivalent functions):

(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 11, 2017

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

Exhibit 31.2

Certification of the Chief Financial Officer
Pursuant to
Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended,
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

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 15d-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 the registrant's board of directors (or persons performing the equivalent functions):

(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 11, 2017

/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 1, 2017 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. Sec. 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, as amended; and

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

Date: May 11, 2017

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

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

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.