

# Exhibit D

## TRADEMARK LICENSE AND ROYALTY AGREEMENT

This Trademark License and Royalty Agreement ("Agreement") is entered into as of February 3<sup>rd</sup>, 2014 by and between Elysium Health LLC, a Florida limited liability corporation having its principal place of business located at 200 Congress Park Drive, Suite 205, Delray Beach, FL 33445 (together with its affiliates, "Elysium Health", "Licensee" or "You") and ChromaDex, Inc. ("ChromaDex"), a California corporation with its principal place of business located at 10005 Muirlands Blvd., Suite G, Irvine, CA 92618 USA.

Licensee may use and affix ChromaDex trademarks, logos, patent numbers and other intellectual property and proprietary information of ChromaDex for Qualifying Products as defined below in the manner and subject to the requirements specified in this Agreement. Now, therefore, the parties agree as follows:

### 1. DEFINITIONS:

"Brand Usage Guidelines" are attached hereto as Exhibit "A" and set forth the rules and guidelines pertaining to the proper use of ChromaDex Marks that may be amended by ChromaDex, at any time, in ChromaDex's sole discretion. If the Brand Usage Guidelines are supplemented or amended, a supplemented or amended version shall be promptly provided to You, and You have the obligation to ensure that You are in compliance with current Brand Usage Guidelines.

"ChromaDex Marks" shall mean the trademarks and logos owed by ChromaDex incorporating the name, mark, and/or brand of a Covered ChromaDex Ingredient as shown in the Brand Usage Guidelines.

"IP Rights" means copyright, trademark, trade name, patent and other similar intellectual property rights.

"Licensed Materials" shall mean any advertising, promotional, and/or merchandising materials and artwork prepared and provided to You by ChromaDex. Licensed Materials may or may not display ChromaDex Marks, and may or may not be provided to You by ChromaDex, in ChromaDex's sole discretion.

"Covered ChromaDex Ingredient" shall mean any designated ChromaDex ingredients manufactured by or for ChromaDex and supplied to Elysium Health under the Supply Agreement. Ingredients manufactured by a party other than ChromaDex and/or counterfeit ingredients are not "Covered ChromaDex Ingredients".

"Qualifying Product(s)" shall mean a dietary supplement under Your brand, model or SKU which contain the Covered ChromaDex Ingredient.

"Supply Agreement" shall mean the supply agreement entered into between the parties effective as of the date hereof.

Definitions for capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in the Supply Agreement.

**2. LICENSE GRANT:** ChromaDex hereby grants and You accept a worldwide, non-exclusive, non-transferable, revocable license to use and display the ChromaDex Marks solely to market, advertise, promote, sell and distribute Qualifying Products and to use the ChromaDex Marks on labeling, advertising, promotional collateral materials and websites in accordance with the terms of this Agreement, and the Brand Usage Guidelines. ChromaDex further grants You a worldwide, non-exclusive, non-transferable, revocable license to use and display the Licensed Materials and promotional material created by You containing ChromaDex Marks in accordance with the Brand Usage Guidelines solely to advertise and promote Qualifying Product. Sublicense rights may be granted if mutually agreed to in writing by the parties. No other right, title, or license is granted hereunder.

**3. MARKINGS.** Except to the extent otherwise decided by ChromaDex, all Licensed Materials and, to the extent You use ChromaDex Marks, Qualifying Products packaging and promotional materials may include (in easily readable, non-obscured type that is of reasonable prominence in light of the other names and notices) the ChromaDex Mark "\_\_\_\_\_" and any other ChromaDex Marks specified by ChromaDex, a legend that ChromaDex owns such ChromaDex Marks, and any reasonable patent, patent application or other proprietary markings and notices of ChromaDex as contained in the Brand Usage Guidelines. Use of such ChromaDex Marks and any related goodwill will inure to ChromaDex's benefit. ChromaDex will have the right of prior approval with respect to any promotional materials, packaging or statements regarding Qualifying Products or any ChromaDex Marks.

3.1. General. To the extent Licensee desires to use ChromaDex Marks, Licensee agrees to abide by ChromaDex's

reasonable written Brand Usage Guide Lines as issued and provided to Licensee from time to time. In any case where the ChromaDex Marks are not used in compliance with ChromaDex's trademark policies, Licensee will promptly correct the non-compliance and submit samples of compliant use to ChromaDex for approval.

3.2. Quality Control. ChromaDex has the right to supervise and control the Licensee's use of the ChromaDex Marks with respect to the nature and quality of the Qualifying Products, pursuant to this Agreement. During the Term, without limitation Licensee agrees: (i) to the extent Licensee uses ChromaDex Marks, to use the ChromaDex Marks on and only in connection with Qualifying Products in strict accordance with this Agreement; and, (ii) prior to use of the ChromaDex Marks, Licensee shall furnish to ChromaDex for its written approval copies of the versions of all labels and packaging, together with the advertising and promotional materials with the ChromaDex Marks. All requests for approval shall be submitted via email to:

LegalCounsel@ChromaDex.com

3.3. Corrections. If, at any time, Licensee's unapproved use of the ChromaDex Marks, or any use of the ChromaDex Marks on any labeling, packaging, marketing, promotion, sale, or quality of Qualifying Products fail, in the sole opinion of ChromaDex, to meet the Brand Usage Guidelines or any other requirement of this Agreement and ChromaDex notifies Licensee of such failure, Licensee shall immediately take all necessary steps to bring the Qualifying Products into conformance. If Licensee fails to cure such defects within ten (10) days of notice of nonconformity (or such other times as the parties may agree), then Licensee shall promptly cease marketing, promotion, or sale, of non-conforming Qualifying Products, or undertake such reasonable measures to cure such defects as ChromaDex may request. Failure to cure such defect to satisfaction of ChromaDex, constitutes a breach and may result in termination of this Agreement.

3.4. Branding. For the avoidance of doubt, Elysium Health shall have sole discretion as to the branding and marketing of the Qualifying Products.

#### **4. LIMITATIONS ON LICENSE AND PROPER USE OF CHROMADEx MARKS:**

4.1. To the extent You desire to use ChromaDex Marks, You agree to use the ChromaDex Marks in accordance with this Section 3, and in accordance with the Brand Usage Guidelines.

4.2. To the extent You use ChromaDex Marks, You agree to always use a ChromaDex Mark accompanied by an appropriate noun as shown in the Brand Usage Guidelines. You further agree that You shall not use any ChromaDex Mark as a noun and that You shall not pluralize, make possessive, abbreviate, or join any ChromaDex Mark to other words, symbols, or numbers, either as one word or with a hyphen.

4.3. You shall always use the proper spelling and the proper trademark symbol for the ChromaDex Marks in accordance with the Brand Usage Guidelines.

4.4. You shall attribute ownership of all ChromaDex Marks to ChromaDex by using the TM, SM, or ® symbol (as indicated in the Brand Usage Guidelines) and by using the following trademark attribution in documents and user manuals for all Qualifying Product: "ChromaDex, the ChromaDex Logo, and all other ChromaDex Marks used or referenced are trademarks or registered trademarks of ChromaDex Inc. or its subsidiaries in the United States and other countries." For the trademark symbol, the superscript or subscript mode is preferred, but if it is not available, use parentheses: (TM), (SM) or (R).

4.5. You may not incorporate Your and/or any other third party mark into any ChromaDex Mark nor may You integrate any ChromaDex Mark into any of Your own trademarks, logos, or designs. You shall not alter, make puns on, or modify the ChromaDex Marks in any way, nor may You use and/or adopt any marks or logos that are confusingly similar to or that dilute any ChromaDex Marks.

4.6. You shall not use any ChromaDex Mark in any manner that creates confusion as to the source, sponsorship, or association of Your products and/or site or facility with ChromaDex or, that in any way indicates to the public that You are a division or affiliate, or franchisee of ChromaDex or otherwise related to ChromaDex. You may not use or display any ChromaDex Marks on Your invoices, bills, shipping memos, and/or letterhead, and You may not incorporate any ChromaDex Marks into any company name or product name.

4.7. You shall not re-use, copy, modify, and/or counterfeit any proprietary packaging associated with any ChromaDex product. To do so will constitute a material breach of this Agreement and ChromaDex shall have the right to terminate

this Agreement. ChromaDex further reserves all rights to pursue any and all remedies available to it as a result of Your selling and/or manufacturing any remarked, counterfeited, copied, re-used, modified ChromaDex Mark, ChromaDex product, and/or ChromaDex product packaging.

4.8. You shall not use any ChromaDex Marks on any promotional material created by You in close proximity to non Qualifying Licensee Product unless it is completely clear that the ChromaDex Mark is being used and associated solely with the appropriate Qualifying Licensee Product. You agree to take all steps necessary to avoid creating the false impression that ChromaDex is in any way the source, sponsor, or licensor of any product that is not a Qualifying Product.

4.9. You shall not use or display any ChromaDex Marks in any manner that may disparage ChromaDex, its products or services, or for promotional goods or for products which, in ChromaDex's sole discretion may diminish or otherwise damage ChromaDex's goodwill in any ChromaDex Marks, including but not limited to uses which could be deemed to be obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities.

4.10. Notwithstanding any of the foregoing, You are not prohibited from making textual, non-logo use in advertising, promotional materials, and invoices of ChromaDex product names to refer to ChromaDex products that You are selling, so long as such product names are used properly as trademarks with the appropriate trademark symbol and attribution legend as required by this section 3, and the Brand Usage Guidelines.

#### **5. PRODUCT QUALITY:**

5.1. You may affix ChromaDex Marks only in connection with Qualifying Products that meet or exceed the quality and performance standards customary in the industry. You are prohibited from affixing ChromaDex Marks to Dietary Supplements that do not contain any Covered ChromaDex Ingredient, that You did not manufacture, formulate, assemble or have manufactured on your behalf.

5.2. You hereby warrant and represent that You shall comply with all applicable federal, state and local laws and regulations in the manufacture, assembly, marketing, and sale of Qualifying Products to which You affix the ChromaDex Marks.

**6. RIGHT TO INSPECT:** ChromaDex shall have the right to review, inspect, test, and/or validate any Qualifying Product to determine whether it is a quality product and whether it meets the definition of Qualifying Product in accordance with this Agreement. ChromaDex shall have the right and be given the opportunity to make random checks of the quality of the Qualifying Products and, upon request by ChromaDex, You shall submit a sample to ChromaDex for validation to confirm compliance with these quality standards. You agree to make any modification reasonably requested by ChromaDex to ensure compliance with this Agreement and the Brand Usage Guidelines. ChromaDex shall have the right to inspect Your manufacturing and sales premises during normal business hours, to ensure that You are in full compliance with Your obligations under this Agreement and the Brand Usage Guidelines.

#### **7. PROTECTION OF INTEREST:**

7.1. Acknowledgment of Rights: You acknowledge ChromaDex's exclusive IP Rights in the Licensed Materials and the ChromaDex Marks, and all goodwill associated therewith, and acknowledge that any and all use of the Licensed Materials, and/or ChromaDex Marks by You inures solely to the benefit of ChromaDex. You shall not challenge ChromaDex's exclusive IP Rights in and to the Licensed Materials and ChromaDex Marks. You shall not do anything that might harm the reputation or goodwill of ChromaDex or ChromaDex Marks. You shall take no action inconsistent with ChromaDex's rights in the Licensed Materials and ChromaDex Marks. If at any time You acquire any rights in, or registration(s) or application(s) for the Licensed Materials or any ChromaDex Marks by operation of law or otherwise, You will immediately and at no expense to ChromaDex assign such rights, registrations, or applications to ChromaDex, along with any and all associated goodwill.

7.2. Enforcement: In the event You become aware of any unauthorized use of the Licensed Materials or ChromaDex Marks by a third party, You shall promptly notify ChromaDex in writing, and shall cooperate fully, at ChromaDex's expense, in any enforcement of ChromaDex's rights against such third party. The right to enforce ChromaDex's rights in the Licensed Materials, and ChromaDex Marks rests entirely with ChromaDex and shall be exercised in ChromaDex's sole discretion; You shall not commence any action or claim to enforce ChromaDex's rights in the Licensed Materials and/or ChromaDex Marks.

**8. WARRANTY ON TRADEMARKS:** ChromaDex represents and warrants that it owns all the necessary IP Rights in and to the ChromaDex Marks and Licensed Materials in order to grant the rights it grants hereunder, and represents and warrants that such ChromaDex Marks and Licensed Materials do not infringe upon any third party IP Rights.

**9. ROYALTIES**

9.1. For purposes of this Agreement, “Net Sales” shall mean, with respect to any Qualifying Product, the gross sales price invoiced for such Qualifying Product by Elysium Health and its Affiliates to independent customers who are not Affiliates, less any (a) trade, quantity and cash discounts on Qualifying Product actually provided to third parties in connection with arms- length transactions, (b) credits, allowances or refunds, not to exceed the original invoice amount, for actual claims, damaged goods, rejections or returns of Qualifying Product, (c) actual freight and insurance costs incurred in transporting such Qualifying Product to such customers, and (d) excise, sale, use, value added or other taxes, other than income taxes paid by Elysium Health due to the sale of Qualifying Product.

9.2 Base Royalty Rate. Elysium Health shall pay to ChromaDex the following royalties (“Base Royalty Rate”) on cumulative worldwide Net Sales of all Qualifying Products by Elysium Health, and its Affiliates:

Cumulative worldwide Net Sales of all Qualifying Products by Elysium Health and its Affiliates (in US Dollars)	Royalty Rate on Net Sales of Qualifying Products in the Field
< \$5,000,000	5.0%
≥ \$5,000,000 < \$7,500,000	5.5%
≥ \$7,500,000 < \$10,000,000	6.0%
≥ \$10,000,000 < \$15,000,000	6.5%
≥ \$15,000,000 < \$20,000,000	7.0%
≥ \$20,000,000 USD	7.5%

9.3. Potential Increase to Base Royalty Rate. Within thirty (30) days following the end of each calendar year during the Term, the parties shall calculate the average price of the Covered ChromaDex Ingredient supplied to Elysium Health by ChromaDex under the Supply Agreement during the previous calendar year. Where such average price per kilogram for such previous calendar year is less than the Maximum Price, the applicable Base Royalty Rate payable under Section 9.2 with respect to the immediately following calendar year shall increase as follows:

Average price per kilogram of Covered ChromaDex Ingredient charged to Elysium Health under the Supply Agreement in a calendar year (in US Dollars per kilogram)	Associated Increase in the applicable Base Royalty Rate on Net Sales of Qualifying Products
≤ \$1,200 per kg > \$1,100 per kg	0.5%
≤ \$1,100 per kg > \$1,000 per kg	1.0%
≤ \$1,000 per kg > \$900 per kg	1.5%
≤ \$900 per kg > \$800 per kg	2.0%
≤ \$800 per kg	2.5%

For the avoidance of doubt: (a) any increase under this Section 9.3 shall be applied to the Base Royalty Rate set forth in Section 9.2 only and not a royalty rate that has already been subject to an increase under this Section 9.3; (b) the maximum royalty rate payable under this Agreement at any time (and only once all increases under this Section 9 have been applied) shall be ten percent (10%) on Net Sales of Qualifying Product; and (c) only one royalty shall be owing for a Qualifying Product. Without limiting the foregoing, if a Qualifying Product contains or consists of more than one ingredient supplied by ChromaDex (whether under the Supply Agreement or otherwise), only one royalty shall be owing for such Qualifying Product and no additional royalties shall be payable with respect to such additional ingredients. In addition, if a Qualifying Product contains or consists of a Covered ChromaDex Ingredient and one or more third party ingredient requiring payment of a royalty or one or more proprietary Elysium Health ingredient, the parties may negotiate in good faith a potential modification to the Base Royalty Rate with respect to sales of such Qualifying Product.

9.4. **Royalty Payments and Accounting.** During the Term following the First Commercial Sale of a Qualifying Product, Elysium Health shall furnish to ChromaDex a quarterly written report showing in reasonably specific detail the calculation of royalties owing for the reporting period ("Royalty Report"). With respect to sales of Qualifying Products invoiced in United States dollars, all amounts shall be expressed in United States dollars. With respect to sales of Qualifying Products invoiced in a currency other than United States dollars, all amounts shall be expressed in the domestic currency of the territory where the sale was made together with the United States dollar equivalent. The United States dollar equivalent shall be calculated using the average of the exchange rate (local currency per US\$1) published in The Wall Street Journal, Western Edition, under the heading "Currency Trading" on the last business day of each month during the applicable calendar quarter. Reports shall be due on the ninetieth (90th) day following the close of each quarter. Elysium Health shall keep complete and accurate records in sufficient detail to enable the Royalties payable hereunder to be determined.

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

9.6. **Confidential Financial Information.** ChromaDex shall treat all financial information subject to review under this Section 9 as confidential, and shall cause its accounting firm to retain all such financial information in confidence under Section 4 of the Supply Agreement.

9.7. **Payment Terms.** Royalties shown to have accrued by each Royalty Report provided for under Section 9.4 above shall be due on the date such Royalty Report is due. Payment of royalties in whole or in part may be made in advance of such due date.

9.8. **Withholding Taxes.** Elysium Health shall be entitled to deduct the amount of any withholding taxes, value-added taxes or other taxes, levies or charges with respect to such amounts, (other than income taxes payable by Elysium Health or its Affiliates), or any taxes required to be withheld by Elysium Health or its Affiliates, to the extent Elysium Health or its Affiliates pay to the appropriate governmental authority on behalf of ChromaDex such taxes, levies or charges. Elysium Health shall use reasonable efforts to minimize any such taxes, levies or charges required to be withheld on behalf of ChromaDex by Elysium Health or its Affiliates. Elysium Health promptly shall deliver to ChromaDex proof of payment of all such taxes, levies and other charges, together with copies of all communications from or with such governmental authority with respect thereto.

**10. CHROMADEx INDEMNITY:** ChromaDex agrees to indemnify, defend and hold Licensee harmless from all loss, cost, liability and expense incurred by Licensee and any of its subsidiaries or affiliated entities which arise out of a third party claim alleging that the use by Licensee, in compliance with the terms hereof, of the IP Rights in and to the ChromaDex Marks and Licensed Materials, infringes upon a third party's IP Rights.

**11. LICENSEE INDEMNITY:** Licensee agrees to indemnify, defend and hold ChromaDex harmless from all loss, cost, liability and expense incurred by ChromaDex and any of its subsidiaries or affiliated entities which arise out of a third party claim concerning Licensee's design, manufacture, use, marketing, promotion or sale of Qualifying Products, except where such claims arise from the Covered ChromaDex Ingredient. ChromaDex agrees to provide Licensee with prompt notice of any such claims and shall provide Licensee with reasonable assistance (at Licensee's expense) in the defense or settlement of such claims.

**12. DISCLAIMER:** EXCEPT AS OTHERWISE PROVIDED HEREIN, THE CHROMADEx MARKS AND LICENSED MATERIALS ARE PROVIDED "AS-IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND ALL WARRANTIES AND/OR

INDEMNITIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW.

**13. LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**14. TERM AND TERMINATION:**

14.1. Term: This Agreement shall remain in full force and effect until the termination of the Supply Agreement between the parties for the Covered ChromaDex Ingredient, unless otherwise terminated in accordance herewith.

14.2. Termination: This Agreement may be terminated as follows: (i) immediately upon written notice that the Supply Agreement for the Covered ChromaDex Ingredient has been terminated; (ii) by ChromaDex upon prior written notice of Licensee's breach or default under this Agreement, and unless such breach or default is cured within thirty (30) days after delivery of such notice of the breach or default; or, (iii) upon mutual agreement of the parties in writing.

14.3. Effect of Termination: Upon any termination of this Agreement, You shall immediately cease all use of the ChromaDex Mark, promotional material created by You containing ChromaDex Marks, including Licensed Materials, unless otherwise agreed to in writing.

14.4. Continuing Obligations: Obligations of the parties under the provisions of 1, 7.1, 8, 9, 10, 11, 13, 14.4, and 15 shall remain in force notwithstanding the termination or expiration of this Agreement.

**15. GENERAL OBLIGATIONS:**

15.1. Assignment. Except as otherwise expressly provided under this Agreement neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred (whether voluntarily, by operation of law or otherwise), without the prior express written consent of the other party; provided, however, that either party may, without such consent, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment or transfer in violation of this Section 15.1 shall be void.

15.2. Choice of Law and Jurisdiction. In the US, this Agreement and all actions for the breach thereof will be governed, construed, and interpreted in accordance with the laws of the State of California without regard to or application of choice of law rules or principles. The parties further acknowledge and agree that any non-contractual cause of action that either party may assert, including but not limited to trademark infringement, trademark dilution, passing off, false designation of origin, unfair competition and other non-contractual causes of action, will be governed by U.S. federal law and the law of the State of California. Any dispute arising out of this Agreement shall be brought in, and the parties consent to personal and exclusive jurisdiction of and venue in the Federal District Court in Orange County, California.

15.3. Equitable Relief. You recognize and acknowledge that Your breach of this Agreement or the Brand Usage Guidelines may cause ChromaDex irreparable damage, which may not be readily remedied by monetary damages in an action at law, and may, in addition thereto, constitute an infringement of ChromaDex's IP Rights and rights under the laws of unfair competition. Accordingly, in the event of any default or breach by You, including any action by You which could cause some loss or dilution of ChromaDex's goodwill, reputation, or rights in any ChromaDex Marks, ChromaDex may be entitled to seek an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

15.4. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions unless ChromaDex determines in its reasonable discretion that the courts determination causes this Agreement to fail in any of its essential purposes.

15.5. Waiver. The failure of any party to enforce at any time the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of any party to enforce each and every such provision thereafter.

15.6. Relationship of the Parties: No agency, partnership, joint venture, franchise, or employment relationship is created between ChromaDex and You as a result of this Agreement. Neither party is authorized to create any

obligation, express or implied, on behalf of the other party.

15.8. Notices from a party to the other can be delivered electronically, by mail, fax, delivery service, or in person.


15.9. Entire Agreement: This Agreement along with the Brand Usage Guidelines and the Supply Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, proposals (oral or written), all negotiations, conversations, and/or discussions between the parties relating to this Agreement and all past courses of dealing or industry customs. This Agreement may not be modified except in a writing signed by authorized representatives of both parties.

**IN WITNESS WHEREOF**, the parties have caused this Trademark License and Royalty Agreement to be executed by their duly authorized representatives.

**ELYSIUM HEALTH, LLC**

By:   
Name: Eric Marotulli  
Title: CEO

**CHROMADEX, INC.**

By:   
Name: Frank Jameson  
Title: CFO