

# **Exhibit 64**

**Redacted Version of Document  
Proposed to be Filed Under Seal**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
(WESTERN DIVISION)**

ChromaDex, Inc.,

Plaintiff,

v.

Elysium Health, Inc. and Mark Morris,

Defendants.

Case No. SACV 16-02277-CJC(DFMx)

Elysium Health, Inc.,

Counterclaimant,

v.

ChromaDex, Inc.,

Counter-Defendant.

**EXPERT REPORT OF RANDAL HEEB, PHD**

**July 26, 2019**

can be even higher. For example, the price per milligram of the nicotinamide riboside product available for the longest period of time, identified as “N (R) Niagen Nicotinamide Riboside - (3 pack) 60 capsules per bottle,” has a correlation of 0.80 with the price per milligram of niacin in “Nature’s Bounty Natural Time Release Niacin 250 mg Capsules 90 ea.” Even so, in my opinion this information is ultimately not helpful in determining market definition, since there are many other factors that might influence the correlation of such data. It simply shows that Dr. Cockburn’s inference from the supposedly low correlation is unreliable.

### III.C. The supply of nicotinamide riboside is not a market

#### III.C.1. The standard hypothetical monopolist test (SSNIP test) can be performed, and shows that the supply of nicotinamide riboside is not an antitrust market

- (45) Contrary to Dr. Cockburn’s assertions,<sup>29</sup> there is sufficient evidence to conduct a “hypothetical monopolist test,” as laid out by the Horizontal Merger Guidelines. The test requires that a hypothetical profit-maximizing firm, not subject to price regulation, that was the only present and future seller of the products in the market (“hypothetical monopolist”) likely would impose at least a small but significant and non-transitory increase in price (“SSNIP”).<sup>30</sup> The benchmark price is the price absent a hypothetical monopolist—with whatever additional competitors may prevail.<sup>31</sup>
- (46) Below, I describe several “natural experiments”—events that actually occurred and that provide empirical insights to answer the question of whether or not a “hypothetical monopolist” would be able to price above the competitive level in the purported market for supply of the nicotinamide riboside ingredient. These experiments draw on the fact that for a portion of the period in question, ChromaDex itself was the sole supplier of nicotinamide riboside, and at other times entry events occurred. Examination of the prices and outcomes that prevailed during these periods demonstrates that supply of nicotinamide riboside is not an antitrust market.

##### III.C.1.a. ChromaDex does not earn an economic profit above the competitive level

- (47) In a competitive market, one equilibrium condition is that firms will enter until “all firms earn zero *economic* profits, [which is to say] a competitive rate of return,”<sup>32</sup> where such a statement refers to overall profit—taking into account all relevant costs. The available evidence suggests that the profits of ChromaDex’s ‘ingredients’ division are close to zero. From 2015 to 2018, ChromaDex’s operating

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<sup>29</sup> Cockburn Report, ¶ 71.

<sup>30</sup> Horizontal Merger Guidelines, 9.

<sup>31</sup> Horizontal Merger Guidelines, 10.

<sup>32</sup> Jeffrey Church and Roger Ware, *Industrial Organization* (Singapore: McGraw-Hill, 2000), 21 (emphasis added).

profit was only 3.8% of revenue, and was negative in 2017 and 2018.<sup>33</sup> By comparison, the median operating margin among companies involved in the “Drugs” industry group as of March 31, 2017 was 24.4% and 20.7% for the previous five years.<sup>34</sup> For the broader “Chemicals and Allied Products” industry group, the median operating margin was 16.5% as of March 31, 2017 and 16.4% for the previous five years.<sup>35</sup> ChromaDex’s profits are therefore substantially below the average competitive returns in the industry. Such evidence is consistent with the supply of nicotinamide riboside ingredient being competitive, since the actual “monopolist” in this candidate market is unable to earn profits above the competitive level.

### III.C.1.b. A new entrant cannot price below the hypothetical monopolist

- (48) If the supply of nicotinamide riboside is a properly defined antitrust market, the price when ChromaDex is the only supplier would be the actual monopoly outcome, and the price charged by ChromaDex would be the “monopoly price.” If this price is above the competitive level, then an entrant would be able to undercut this “monopoly price.” Elysium’s recruitment of [REDACTED] as a new entrant into the nicotinamide riboside “market” and an alternative supplier to ChromaDex provides evidence of whether the ChromaDex’s price is above the competitive level. That is, we can actually test whether a hypothetical monopolist (in this case, an actual monopolist, if nicotinamide riboside ingredient were actually a proper market) is able to impose a SSNIP above a benchmark market price of competitive suppliers. If the entrant does not offer a price lower than ChromaDex, that suggests that ChromaDex was not able to impose a price above what would occur in an otherwise more competitive benchmark setting. Thus, the supply of nicotinamide riboside is not an antitrust market, and nicotinamide riboside belongs to an antitrust market that includes a larger number of products.
- (49) The data show that the entrants were not able to offer a price systematically lower than ChromaDex. As shown in Figure 4, when Elysium was purchasing nicotinamide riboside from ChromaDex, its price started at \$1,300/kg, steadily declined through time, and fell as low as \$800/kg by the end. The average price from ChromaDex was \$913/kg. With one exception (a November 2017 purchase from [REDACTED]), Elysium’s transaction prices from [REDACTED] were higher than the \$800/kg that prevailed by the end of the relationship between ChromaDex and Elysium. Elysium’s average price from [REDACTED] was more than [REDACTED].
- (50) These entrant prices are also higher than the price from ChromaDex after including the revenue sharing component of the agreement. That component of the ChromaDex price depended on volume

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<sup>33</sup> CDXCA\_00464291.

<sup>34</sup> In its 2017 Valuation Handbook, Duff & Phelps defines its “Drugs” group to include 47 companies that are “primarily engaged in medicinal chemical and botanical products, pharmaceutical preparations, in vitro and in vivo diagnostic substances, biological products, except diagnostic substances.” See Duff & Phelps, *2017 Valuation Handbook: U.S. Industry Cost of Capital, Market Results through March 2017* (Hoboken, NJ: John Wiley & Sons, 2017), Group 283.

<sup>35</sup> See Duff & Phelps, *2017 Valuation Handbook: U.S. Industry Cost of Capital, Market Results through March 2017* (Hoboken, NJ: John Wiley & Sons, 2017), Group 28.



and other terms that could vary through time, but the average of Elysium's payments under that provision amounted to about an additional 10% of the per-unit price.<sup>36</sup> The total average price paid by Elysium for purchases from ChromaDex is nevertheless still lower than those paid by Elysium to [REDACTED], the first new entrant.<sup>37</sup> This demonstrates that nicotinamide riboside prices are not supra-competitive, and hence nicotinamide riboside ingredient is not an antitrust product market.



Source: ELY\_0125945.

For scaling purposes, this figure excludes purchase order P4-17NRB, an Elysium purchase from [REDACTED] from July 2017, which has a cost per kilogram of [REDACTED]

### **III.C.1.c. A second new entrant also cannot price below the hypothetical monopolist**

- (51) In addition to [REDACTED], Elysium also obtained supply of nicotinamide riboside from a second new entrant, [REDACTED]. Elysium's average price from [REDACTED] is [REDACTED], and ChromaDex's average prices to Elysium are lower than those from [REDACTED], as can be seen in Figure 4. Again, if ChromaDex were pricing above the competitive level, an entrant could have undercut their price. The fact that this did

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<sup>36</sup> See paragraph (82).

<sup>37</sup> Dr. Cockburn asserts that Elysium's prices under the percentage of revenue terms ("royalties") added about \$200/kg to the per-unit price. I calculate that this provision added about 10% to the total price paid by Elysium. The same conclusion holds if one accepts Dr. Cockburn's calculation.

not occur is evidence that the supply of nicotinamide riboside fails the Hypothetical Monopolist Test, and so is not an antitrust market.

**III.C.1.d. The supposed monopolist in nicotinamide riboside supply changed strategy to focus instead on the supplements market**

- (52) If there was truly an antitrust market for the supply of nicotinamide riboside, ChromaDex could have continued its supply to customers other than Elysium (who switched their supply to [REDACTED]), and enjoyed the fruits of its near-monopoly position. Instead, ChromaDex refocused away from the supply of nicotinamide riboside to become a downstream seller of supplements. If the ingredient market were in fact an antitrust market, it would be by definition monopolizable, and there would be no need to refocus on the downstream opportunity.

**III.C.2. Why is the supply of nicotinamide riboside not a market?**

- (53) The supply of nicotinamide riboside is not an antitrust market primarily because the demand for nicotinamide riboside is derived directly from the demand for the anti-aging supplements in which it is used. ChromaDex's customers demand nicotinamide riboside only for, and in direct proportion to, their sales of the supplement to end consumers.
- (54) As I discuss below, the market for these anti-aging supplements is highly competitive. If a hypothetical monopolist in the supply of nicotinamide riboside tried to raise the price of that input, it would be passed onto consumers, who would then begin to switch to alternative anti-aging supplements, making such a price increase unprofitable. Thus, the supply of nicotinamide riboside is not an antitrust market, but rather part of a larger market for anti-aging supplements.

**III.C.3. Why the excitement if supply of the nicotinamide riboside ingredient is not a market?**

- (55) If supply of the nicotinamide riboside ingredient is not an antitrust market, why are ChromaDex and Elysium and the many others firms with nicotinamide riboside supplements so bullish? Simply put, anti-aging supplements comprise a huge sector, and a hit product in that space is potentially very profitable. In this sense, supplements are similar to many other types of businesses. For example, the restaurant business is notoriously competitive, characterized by large numbers of entrants and a high turnover of startups. Nonetheless, there is an apparently continuous supply of optimistic and enthusiastic entrants, with some of those entrants finding significant consumer acceptance, and achieving significant profits.
- (56) If the science evolves and proves that nicotinamide riboside is as effective as its proponents hope and expect, if nicotinamide riboside supplement makers can get the word out over their cacophonous competitors in the antiaging supplement space, if knock-offs and next generation new products do not

erode their profitability, then maybe, someday in the future, nicotinamide riboside supplements, and possibly ingredients, could evolve into distinct antitrust markets. That day has not come. In addition, by the time that day does arrive (if ever), it will likely also bring with it an influx of competitors for both supplements and ingredient production that will compete vigorously with the early entrants.

### **III.D. Anti-aging supplements comprise a more plausible antitrust market**

- (57) As I described in Section III.B.4, there is evidence from Elysium's own advertising that, far from being its own market, nicotinamide riboside is part of an antitrust market that includes other anti-aging supplements. In this section, I present additional evidence of the products that consumers may also consider alternatives to nicotinamide riboside.

#### **III.D.1. Nicotinamide riboside represents a tiny fraction of anti-aging supplement sales**

- (58) A ChromaDex investor presentation from December 2018 describes the "enormous opportunity for TRU NIAGEN" and states that \$30 billion was spent in the United States alone on vitamins and supplements.<sup>38</sup> By comparison, ChromaDex's total sales in 2018 were \$31.6 *million*, including \$18.5 million in consumer product sales and \$8.6 million in ingredient sales.

#### **III.D.2. Anti-aging products, including nicotinamide riboside, compete with each other**

- (59) Deposition testimony from ChromaDex witnesses states that its nicotinamide riboside product competes with other anti-aging supplements. In his deposition on April 17, 2019, Robert Fried testified that "the market was the market for Niagen, dietary supplements, and antiaging products."<sup>39</sup> Similarly, when queried about the market for nicotinamide riboside, Thomas Varvaro, ChromaDex's CFO, replied, "The dietary supplement industry is a very large marketplace, as is antiaging. I mean, anyone who's selling a dietary supplement, anyone who's selling any product related to antiaging at all, whether it be skin, oral, I mean, topical-type stuff, all of those are potential competitors."<sup>40</sup> This is consistent with ChromaDex's public financial statements, which state, "[W]e face strong indirect competition from other ingredient suppliers who may supply alternative ingredients that may have similar characteristics to the ingredients we offer."<sup>41</sup> Elysium also promotes other ingredients. In an

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<sup>38</sup> ChromaDex, "Investor Presentation: December 2018" (presentation, Dec. 2018), 34, [https://s23.q4cdn.com/937095816/files/doc\\_presentations/CDXC\\_Investor\\_Presentation\\_December\\_2018.pdf](https://s23.q4cdn.com/937095816/files/doc_presentations/CDXC_Investor_Presentation_December_2018.pdf).

<sup>39</sup> Deposition of Robert Fried, 45, Apr. 17, 2019 [hereinafter "Fried Dep."].

<sup>40</sup> Deposition of Thomas C. Varvaro, 141, May 8, 2019.

<sup>41</sup> ChromaDex Annual Report for the year ending Dec. 31, 2018, 9.

article featured on its website, Elysium extensively touts the benefits of pterostilbene, seen among longevity scientists as “a new rising star” for health and aging.<sup>42</sup> Pterostilbene is contained in Elysium’s product, Basis. In that several page article, Elysium refers to nicotinamide riboside, the other ingredient in Basis, in only one paragraph, explaining that nicotinamide riboside “may be a good accompaniment to” pterostilbene.

- (60) An internet search for “anti-aging supplements” produces a number of websites enumerating the top anti-aging products available for sale, usually with a concise description to help consumers choose which supplement is best for them. For example, the website byrdie.com lists TRU NIAGEN® as fourth in its list, along with non-nicotinamide riboside-based supplements such as spirulina, omega-3 fatty acid pills, Coenzyme Q10, turmeric curcumin, and resveratrol.<sup>43</sup> Another website lists “13 Anti-Aging Supplements,” and the first product listed is nicotinamide riboside.<sup>44</sup> As part of the description, the author notes that “[i]f the cost of nicotinamide riboside is prohibitive, you have other options—like Unfair Advantage [a supplement containing Coenzyme Q10 (CoQ10) and Pyrroloquinoline quinone (PQQ)], which is designed to repair and improve mitochondrial efficiency.”<sup>45</sup> Other non-nicotinamide riboside-based anti-aging supplements listed include fisetin, collagen protein, acetyl-L-carnitine, whey protein, PQQ, and curcumin.<sup>46</sup> Life Extension, an online and catalog supplements merchant, has a “longevity and wellness” category that includes supplements with many of the same ingredients, including an “NAD+ Cell Regenerator™” product containing NIAGEN®, curcumin, CoQ10, L-Carnitine, PQQ, and Resveratrol.<sup>47</sup> Shape.com provides a list of “the Best Anti-Aging Supplements That Aren’t BS,” which includes nicotinamide adenine dinucleotide (NADH or NAD+), fisetin, curcumin, PQQ, and Boswellia.<sup>48</sup> An online article from October 2018 lists nicotinamide riboside as a product that could be “the next CoQ10, curcumin, or resveratrol—tried-and-true nutraceuticals which have deservedly revolutionized the health marketplace.”<sup>49</sup> Such lists and

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<sup>42</sup> Elysium Health, “What is Pterostilbene?” accessed July 26, 2019, <https://www.elysiumhealth.com/en-us/knowledge/science-101/what-is-pterostilbene>.

<sup>43</sup> Byrdie, “10 Top-Rated Anti-Aging Supplements You Can Buy on Amazon,” accessed July 23, 2019, <https://www.byrdie.com/anti-aging-supplements>.

<sup>44</sup> Bulletproof Blog, “13 Anti-Aging Supplements to Turn You into Benjamin Button,” accessed July 23, 2019, <https://blog.bulletproof.com/anti-aging-supplements/>.

<sup>45</sup> Bulletproof Blog, “13 Anti-Aging Supplements to Turn You into Benjamin Button,” accessed July 23, 2019, <https://blog.bulletproof.com/anti-aging-supplements/>; Bulletproof Blog, “Unfair Advantage,” accessed July 23, 2019, [https://www.bulletproof.com/products/unfair-advantage-30-ampules-net-contents-120-ml?\\_ga=2.204626964.585745162.1563588881-918864058.1563231577](https://www.bulletproof.com/products/unfair-advantage-30-ampules-net-contents-120-ml?_ga=2.204626964.585745162.1563588881-918864058.1563231577).

<sup>46</sup> Bulletproof Blog, “13 Anti-Aging Supplements to Turn You into Benjamin Button,” accessed July 23, 2019, <https://blog.bulletproof.com/anti-aging-supplements/>.

<sup>47</sup> LifeExtension, “Longevity & Wellness,” accessed July 23, 2019, [https://www.lifeextension.com/productcategory?cat=longevitywellness#first=20&sort=relevancy&f:productcategory=\[Longevity%20%26%20Wellness\]](https://www.lifeextension.com/productcategory?cat=longevitywellness#first=20&sort=relevancy&f:productcategory=[Longevity%20%26%20Wellness]).

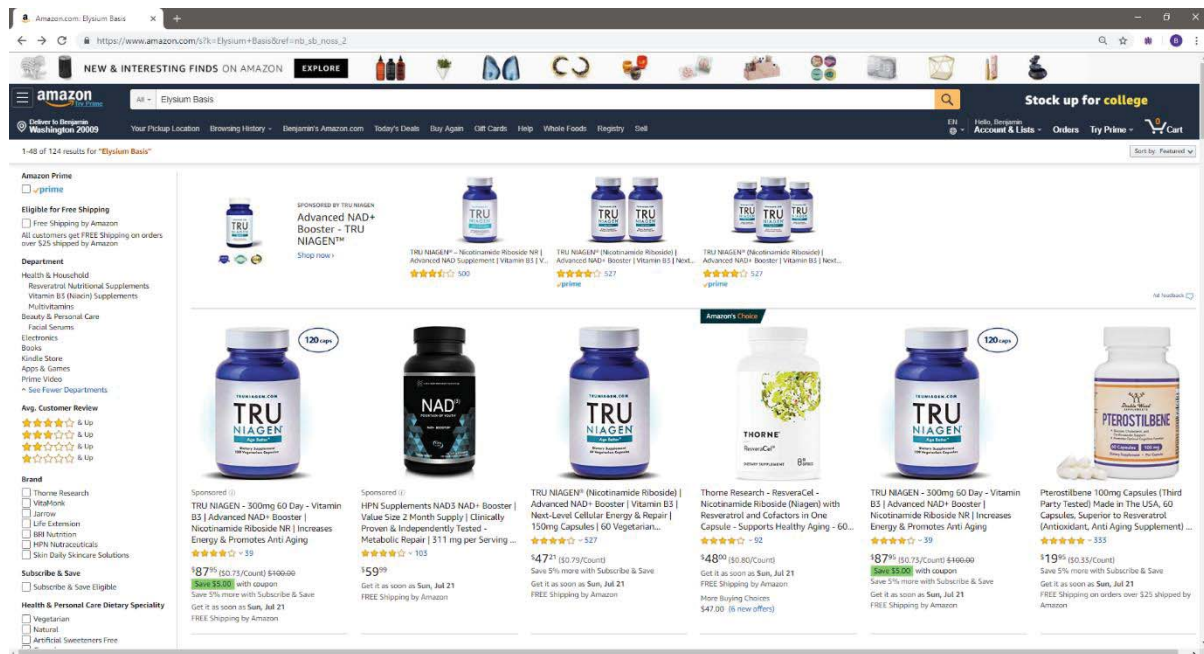
<sup>48</sup> Renee Cherry, “How to Buy the Best Anti-Aging Supplements (That Are Actually Legit),” Shape, Apr. 25, 2019, <https://www.shape.com/lifestyle/mind-and-body/how-find-best-anti-aging-supplements>.

<sup>49</sup> Ronald Hoffman, “Clinical Focus: Nicotinamide Riboside,” *Intelligent Medicine*, Oct. 11, 2018, <https://drhoffman.com/article/clinical-focus-nicotinamide-riboside-2/>.

websites provide evidence of the sets of products that consumers assess along with nicotinamide riboside when deciding which anti-aging supplement to purchase.

- (61) How companies choose to advertise their supplements can also provide insight into what products can be considered part of the same market. For example, while Elysium's Basis supplement is not sold through Amazon, a search for Basis on Amazon (as shown in Figure 5) shows which companies advertise on Amazon and what Amazon's algorithms indicate are potentially substitutes from the perspective of the customer. The alternative products listed include TRU NIAGEN® by ChromaDex, Thorne's ResveraCel (a combination of resveratrol, NIAGEN®, and pterostilbene), and HPN's NAD3 ("the next evolution of HPN's world renowned niagen product . . . NAD3 is the next, clinically superior evolution").<sup>50</sup>

Figure 5. Consumer search for Elysium Basis on Amazon



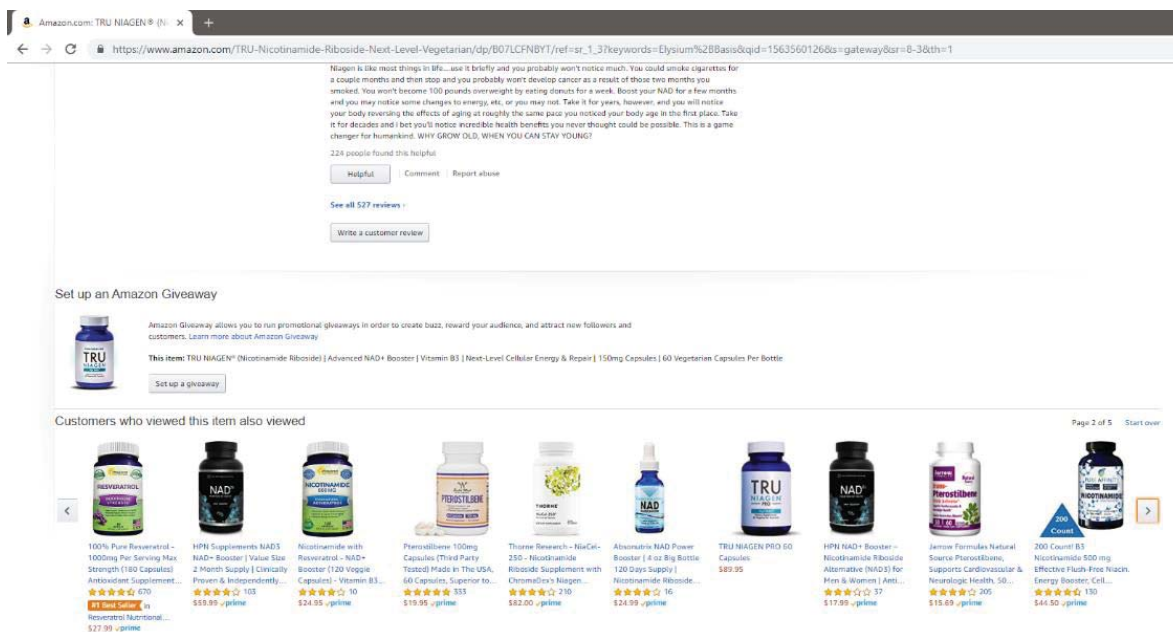
Source: Amazon.com.

- (62) After TRU NIAGEN® is selected, the products listed under the "Customers who viewed this item also viewed" section (as shown in Figure 6) indicate that consumers also consider products containing pure resveratrol, NAD3 (nicotinamide adenine dinucleotide), nicotinamide with resveratrol,

<sup>50</sup> Amazon, Search results for Elysium Basis, accessed July 23, 2019, [https://www.amazon.com/s?k=elysium+basis&ref=nb\\_sb\\_noss\\_1](https://www.amazon.com/s?k=elysium+basis&ref=nb_sb_noss_1); See also Amazon, "HPN NAD+ Booster – Nicotinamide Riboside Alternative (NAD3) for Men & Women | Anti Aging NRF2 Activator, Superior to NADH – Natural Energy Supplement for Longevity & Cellular Health, 60 Veggie Pills," accessed July 23, 2019, [https://smile.amazon.com/HPN-Supplements-Nicotinamide-Metabolic-Longevity/dp/B00L5Q951S/ref=sr\\_1\\_2\\_sspa?\\_encoding=UTF8&keywords=elysium+basis&qid=1563809397&s=gateway&sr=8-2-spons&psc=1](https://smile.amazon.com/HPN-Supplements-Nicotinamide-Metabolic-Longevity/dp/B00L5Q951S/ref=sr_1_2_sspa?_encoding=UTF8&keywords=elysium+basis&qid=1563809397&s=gateway&sr=8-2-spons&psc=1).

pterostilbene (by itself), Thorne's nicotinamide riboside-based product, a drop containing nicotinamide riboside and pterostilbene, and nicotinamide (Pure Affinity's "flush-free niacin") as potential substitutes.

**Figure 6. Product alternatives for TRU NIAGEN®, as listed on Amazon.com**



Source: Amazon.com.

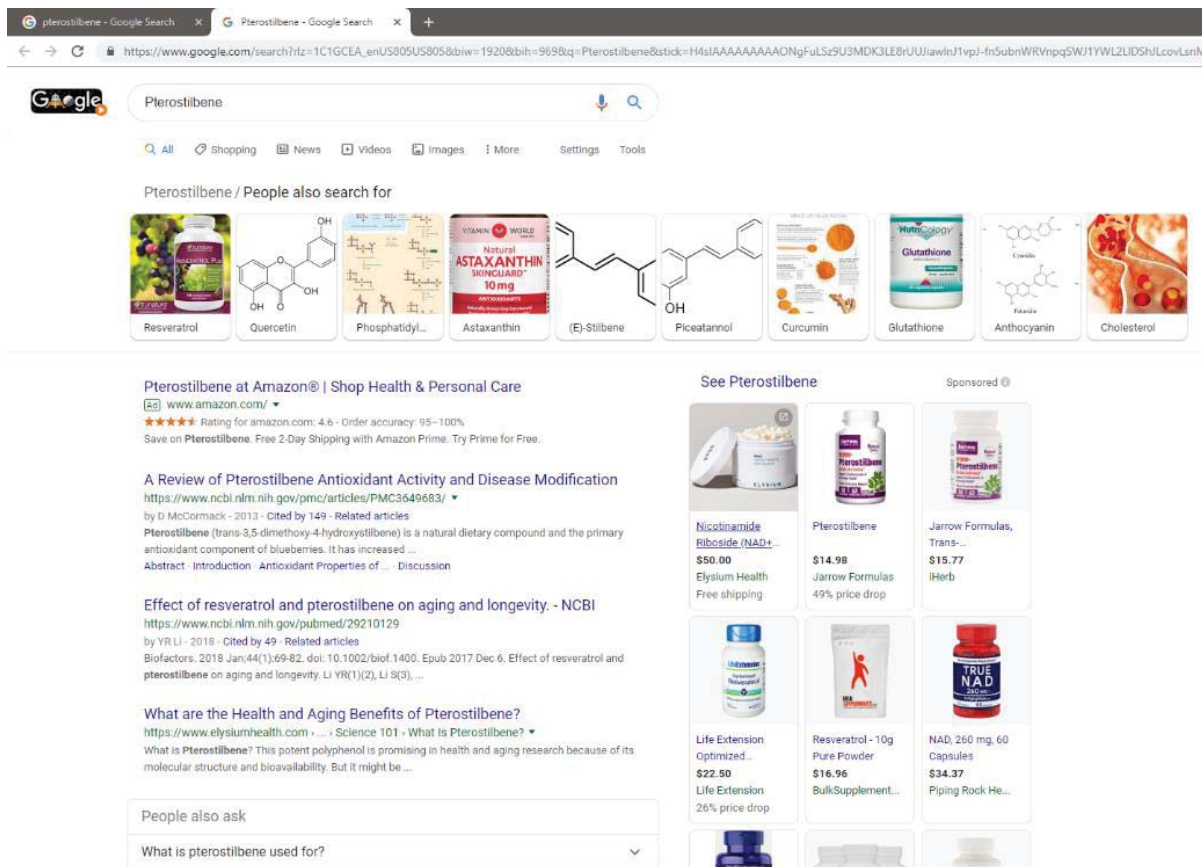
(63) Below I describe some of the anti-aging products that frequently arise as potential substitutes to nicotinamide riboside.

- **Pterostilbene** is a compound found in blueberries and reputed to be an ingredient that may protect against aging, promote heart health, and boost memory as one ages.<sup>51</sup> In searches for Pterostilbene online, as shown in Figure 7, other anti-aging products such as resveratrol and curcumin are listed as alternatives for which people also search.

<sup>51</sup> Joanna Cosgrove, "What Is Pterostilbene?" *Nutraceuticals World*, Apr. 18, 2011, [https://www.nutraceuticalsworld.com/contents/view\\_online-exclusives/2011-04-18/what-is-pterostilbene-/50218](https://www.nutraceuticalsworld.com/contents/view_online-exclusives/2011-04-18/what-is-pterostilbene-/50218).



Figure 7. Pterostilbene consumer search results



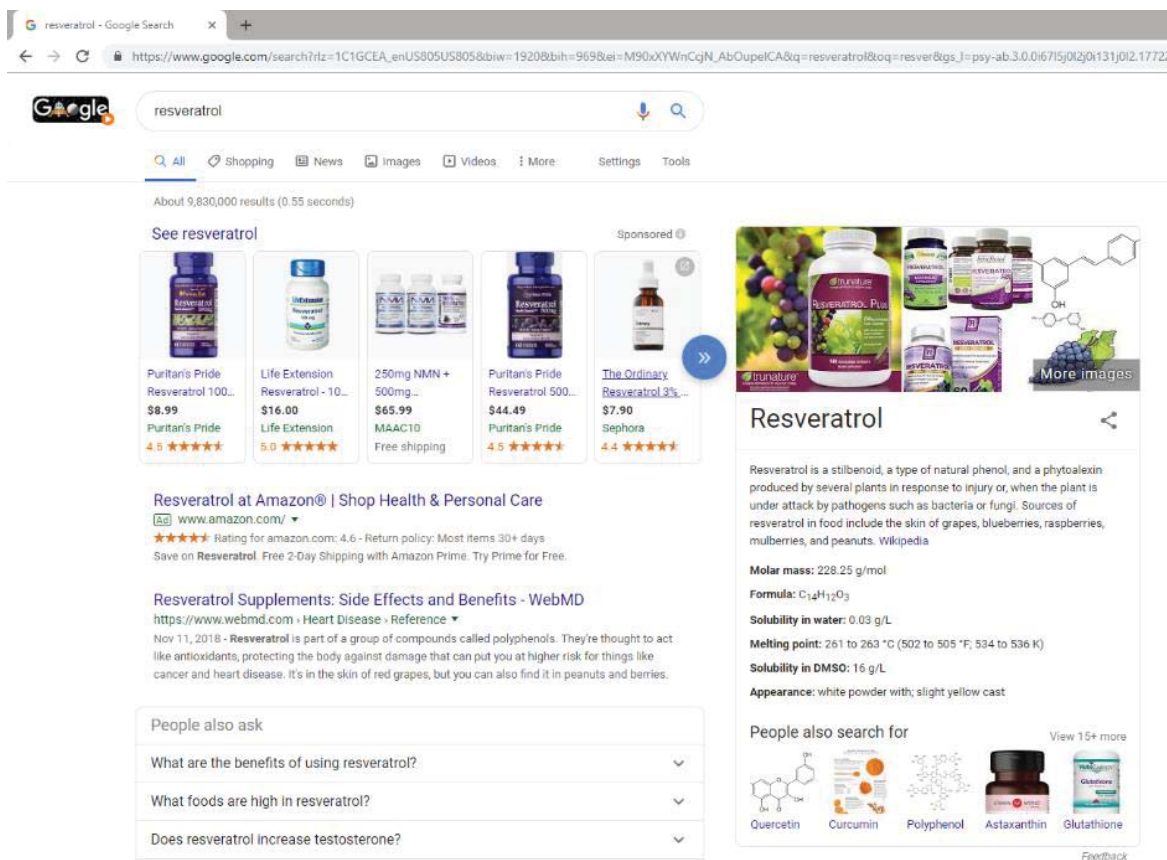
Source: Google.com.

- **Niacin, nicotinamide, and other NAD<sup>+</sup> boosters** are forms of Vitamin B3. Niacin, in particular, may help lower cholesterol, lessen pain from arthritis, and boost one's brain function.<sup>52</sup> When asked which supplements were competitors of TRU NIAGEN® at his deposition, Robert Fried of ChromaDex testified that "NMN, niacin, and NAD. Those are the main ones."<sup>53</sup>
- **Resveratrol** is a polyphenol that is advertised to have anti-inflammatory properties. It has been shown to extend cellular longevity, lower cholesterol, and reduce the risk of heart disease.<sup>54</sup> In searches for Resveratrol online, as shown in Figure 8, other anti-aging products such as curcumin and glutathione are listed as alternatives for which people also search.

<sup>52</sup> Healthline, "9 Science-Based Benefits of Niacin," accessed July 23, 2019, <https://www.healthline.com/nutrition/niacin-benefits>.

<sup>53</sup> Fried Dep., 266:14-20.

<sup>54</sup> Healthline, "7 Health Benefits of Resveratrol," accessed July 23, 2019, <https://www.healthline.com/nutrition/resveratrol>.

**Figure 8. Resveratrol consumer search results**

Source: Google.com.

- **Coenzyme Q10 (CoQ10)** is a fat-soluble compound synthesized by the body and obtained by humans through general diet.<sup>55</sup> It is marketed as an aid in the production of adenosine triphosphate (ATP) and as an antioxidant in cellular membranes and some proteins.<sup>56</sup> Its antioxidant function is advertised to protect cell membranes and lipoproteins from oxidation, thus reducing damage from free-radicals and protecting the skin.<sup>57</sup> CoQ10 is an example of ingredient branding in anti-aging supplements—the best selling product on Amazon.com is made by Doctor's Best and is prominently labeled as containing “BioPerine®,” a patented product supplied by Sabinsa Corporation subject to a trademark license.<sup>58</sup> Figure 9 contains images of the Doctor's Best

<sup>55</sup> Amazon, “Life Extension Super Ubiquinol COQ10 with Enhanced Mitochondrial Support 100 mg, 60 Count,” accessed July 23, 2019, <https://www.amazon.com/Life-Extension-Ubiquinol-Enhanced-Mitochondrial/dp/B00H4HT0EE?tag=Runnerclickhurry-20>; Amy Capetta, “5 Anti-Aging Supplements That May Actually Work,” Woman's Day, Oct. 16, 2018, <https://www.womansday.com/health-fitness/wellness/a23829699/best-anti-aging-supplements/>.

<sup>56</sup> Oregon State University, “Coenzyme Q10,” accessed July 23, 2019, <https://lpi.oregonstate.edu/mic/dietary-factors/coenzyme-Q10>.

<sup>57</sup> *Id.*

<sup>58</sup> BioPerine, “Trademark – License,” accessed July 23, 2019, <https://www.bioperine.com/index.php/trademarklicense>;



product and a product made by Sports Research, both prominently noting the BioPerine® ingredient.<sup>59</sup> When searching for CoQ10 online, as shown in Figure 10, other anti-aging products such as resveratrol and glutathione are listed as alternatives for which people also search.

**Figure 9. Label for CoQ10 products containing BioPerine®**



Source: Amazon, "Doctor's Best High Absorption CoQ10 with BioPerine, Gluten Free, Naturally Fermented, Heart Health, Energy Production, 100 mg 120 Softgels," accessed July 23, 2019, <https://www.amazon.com/Doctors-Best-Absorption-BioPerine-Production/dp/B0019GW3G8>, Amazon, "CoQ10 with Organic Coconut Oil & Bioperine for Better Absorption | Vegan Certified and Non-GMO Verified | 120 Veggie-gels, 3 Month Supply!," accessed July 23, 2019, [https://www.amazon.com/Bioperine-Absorption-Certified-Verified-Veggie-gels/dp/B07LC4VQTH/ref=sr\\_1\\_5?keywords=coq10+with+bioperine&qid=1563934870&s=hpc&sr=1-5](https://www.amazon.com/Bioperine-Absorption-Certified-Verified-Veggie-gels/dp/B07LC4VQTH/ref=sr_1_5?keywords=coq10+with+bioperine&qid=1563934870&s=hpc&sr=1-5).

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BioPerine, "Patent," accessed July 23, 2019, <https://www.bioperine.com/index.php/patent>.

<sup>59</sup> Amazon, "Doctor's Best High Absorption CoQ10 with BioPerine, Gluten Free, Naturally Fermented, Heart Health, Energy Production, 100 mg 120 Softgels," accessed July 23, 2019, <https://www.amazon.com/Doctors-Best-Absorption-BioPerine-Production/dp/B0019GW3G8>.

**Figure 10. Coenzyme Q10 consumer search results**

The screenshot shows a Google search for "coenzyme q10". The search bar at the top displays "coenzyme q10" with a microphone icon and a magnifying glass. Below the search bar, navigation tabs for "All", "Shopping", "News", "Images", "Videos", "More", "Settings", and "Tools" are visible. The search results indicate "About 14,700,000 results (0.62 seconds)".

The first search result is an advertisement for "Coenzyme Q10 at Amazon® | Amazon Official Site" with a link to [www.amazon.com/](https://www.amazon.com/). It includes a 4.6-star rating and mentions "Average delivery time: 1-3 days".

The second search result is a link to "CoQ10 (Coenzyme Q10): Health Benefits, Dosage, & Side Effects" from <https://www.webmd.com/diet/supplement-guide-coenzymeq10-coq10>, dated April 25, 2019. It describes CoQ10 as an antioxidant and provides links to related topics like "About Antioxidants", "Cholesterol drugs", and "20 Common Foods".

Below the search results is a "People also ask" section with the following questions and expandable arrows:

- What is Co Q 10 used for?
- What are the benefits of taking CoQ10?
- What are the side effects of taking CoQ10?
- Should I take CoQ10?

At the bottom of the search results is a link to "Coenzyme Q10: Uses, Side Effects, Interactions, Dosage, and Warning" from <https://www.webmd.com/vitamins/ai/ingredientmono-938/coenzyme-q10>, with a brief description of its uses and effectiveness.

On the right side of the search results is a detailed "Coenzyme Q10" product card. It includes the following information:

- Coenzyme Q10** (Drug)
- Description: Coenzyme Q<sub>10</sub>, also known as ubiquinone, is a coenzyme that is ubiquitous in animals and most bacteria. CoQ<sub>10</sub> is not approved by the U.S. Food and Drug Administration for the treatment of any medical condition. It, however, is sold as a dietary supplement. [Wikipedia](#)
- Formula:** C<sub>59</sub>H<sub>90</sub>O<sub>4</sub>
- IUPAC ID:** 2-[(2E,6E,10E,14E,18E,22E,26E,30E,34E)-3,7,11,15,19,23,27,31,35,39-Decamethyltetraconta-2,6,10,14,18,22,26,30,34,38-decaenyl]-5,6-dimethoxy-3-methylcyclohexa-2,5-diene-1,4-dione
- Molar mass:** 863.34 g/mol
- Melting point:** 48–52 °C (118–126 °F; 321–325 K)
- Solubility in water:** insoluble
- Related quinones:** 1,4-Benzoquinone; Plastoquinone; Ubiquinol
- People also search for:** Creatine, Resveratrol, Glutathione, Astaxanthin (with corresponding product images)

Source: Google.com.

- **Fisetin** is a plant chemical found naturally in many fruits and vegetables, especially in strawberries.<sup>60</sup> Recent studies have analyzed fisetin as a potentially chemotherapeutic agent and as a neuroprotective agent, as well as an antioxidant.<sup>61</sup> One study analyzed fisetin intake in mice, and determined that for mice it restored tissues, “reduced age-related pathology, and extended median and maximum lifespan.”<sup>62</sup> In searches for Fisetin online, as shown in Figure 11, other anti-aging products such as curcumin and resveratrol are listed as alternatives for which people also search.

<sup>60</sup> Bulletproof Blog, “13 Anti-Aging Supplements to Turn You into Benjamin Button,” accessed July 23, 2019, <https://blog.bulletproof.com/anti-aging-supplements/>.

<sup>61</sup> Naghma Khan, et al., “Fisetin: A Dietary Antioxidant for Health Promotion,” *Antioxidants & Rebox Signaling* 19, no. 2 (2013): 151-162, available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3689181/pdf/ars.2012.4901.pdf>.

<sup>62</sup> Matthew J. Yousefzadeh, et al., “Fisetin Is a Senotherapeutic That Extends Health and Lifespan,” *EBioMedicine* 36 (2018): 18-28, available at <https://www.ncbi.nlm.nih.gov/pubmed/30279143>.

**Figure 11. Fisetin consumer search results**

The screenshot shows a Google search for 'fisetin'. The search bar at the top contains the word 'fisetin'. Below the search bar, there are tabs for 'All', 'Shopping', 'News', 'Images', 'Videos', and 'More'. The 'All' tab is selected. The search results show 'About 276,000 results (0.42 seconds)'. Under the heading 'See fisetin', there are four product listings: 'Swanson Ultra Fisetin | 100 mg | 30 Veg Cap...', 'Doctor's Best, Fisetin with Novusetin, 100...', 'Fisetin 100mg, 30 Vegan Capsules', and 'Fisetin, +98% Pure Powder Extract, No...'. To the right of these listings is a 'Sponsored' section. Below the product listings, there are several links to articles and information about fisetin, including 'Fisetin at Amazon® | Shop Nutrition & Fitness', 'Fisetin: A Dietary Antioxidant for Health Promotion - NCBI', and 'Fisetin is a senotherapeutic that extends health and lifespan'. On the right side of the search results, there is a detailed information box for 'Fisetin' which includes its chemical structure, chemical compound name, and various properties such as molar mass, formula, melting point, ChemSpider ID, ChEMBL ID, and PubChem CID. It also lists other compounds people search for like Quercetin, Resveratrol, Myricetin, Curcumin, and Piperlong...

Source: Google.com.

- **Curcumin** is a compound found in turmeric; similar to fisetin, it is recognized as an anti-inflammatory agent.<sup>63</sup> A 2017 study on the role of curcumin in modulating inflammatory markers in rats found that rats treated with curcumin saw a “slowing down of [the] ageing process by suppressing age-related changes in inflammatory indices.”<sup>64</sup> Curcumin’s role as an anti-inflammatory has been documented in numerous other academic articles, and is being investigated as a preventative treatment for age-related Alzheimer’s.<sup>65</sup> In searches for Curcumin online, as

<sup>63</sup> Renee Cherry, “How to Buy the Best Anti-Aging Supplements (That Are Actually Legit),” *Shape*, Apr. 25, 2019, <https://www.shape.com/lifestyle/mind-and-body/how-find-best-anti-aging-supplements>.

<sup>64</sup> M. Shailaja, et al., “Anti-aging Role of Curcumin by Modulating the Inflammatory Markers in Albino Wistar Rats,” *Journal of the National Medical Association* 109, no. 1 (2017): 9-13, available at <https://www.ncbi.nlm.nih.gov/pubmed/28259223>.

<sup>65</sup> Shrikant Misra and Kalpana Palanivelu, “The Effect of Curcumin (Turmeric) on Alzheimer’s Disease: An Overview,” *Annals of Indian Academy of Neurology* 11, no. 1 (2008): 13-19, available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2781139/>; RN. Kujundzic, et al., “Curcumin and its Potential for Systemic Targeting of Inflamm-Aging and Metabolic Reprogramming in Cancer,” *International Journal of Molecular Sciences* 20, no. 5 (2019): 1-24, available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6429141/pdf/ijms-20-01180.pdf>.

shown in Figure 12, other anti-aging products such as resveratrol and glutathione are listed as alternatives for which people also search.

**Figure 12. Curcumin consumer search results**

Curcumin - Google Search

https://www.google.com/search?rlz=1C1GCEA\_enUS05U5805&iq=Curcumin&stick=H4sIAAAAAAANgFuLuz9U3MCzLySS5QjC1hLOTfST83Nz8\_OsijNTUssTK4sXsX4bYII-Zm5i

Curcumin

Curcumin / People also search for

Resveratrol, Piperine, Quercetin, Carmine, Anthocyanin, Brilliant Blue FCF, Glutathione, Astaxanthin, Polyphenol

Most Active Curcumin Available | Breakthrough Curcumin Formula  
www.smartercurcumin.com/Curcumin  
Curcumin is fat soluble. It must be co-formulated with oil to be bioavailable. Maximum Potency & Absorption in a SoftGel. Discover Natural Inflammation Support. Immune Support. Promotes Joint Health. Free Shipping. Blood Sugar Support. Inflammation Support. Buy 2 Get 1 Free. Indigestion Aid. Smarter Curcumin Benefits - 100% Money Back Guarantee  
Smarter Curcumin - 1 - \$40.00 - Money-Back Guarantee - More

5 Best Curcumin Supplements | 2019's Top 5 Curcumin Products  
www.smarter-reviews.com/Top-5-Best-Curcumin  
We Did the Research for You. Don't Buy Curcumin Supplements Before You See This! Types: Curcumin Supplements, Turmeric Supplements, Highest Quality Products, Pharmaceutical Grade Only.

Which Brand Works Best? - Real Turmeric Curcumin? - Boswellia Boosts Results

Turmeric and Curcumin: Health, Spice, and Supplement Information ...  
https://www.webmd.com/Diet & Weight Management/Reference  
Oct 27, 2017 - Curcumin, a substance in turmeric, may help to reduce inflammation. Several studies suggest that it might ease symptoms of osteoarthritis and rheumatoid arthritis, like pain and inflammation. ... Other preliminary lab studies suggest that curcumin or turmeric might protect against

People also ask  
Are turmeric and curcumin the same thing?

See Supplements With Cur...  
Sponsored

Most Active Turmeric Curcumin... \$39.95 Smarter Curcumin 4.5 ★★★★★

Advanced Turmeric Curcumin x285 by... \$38.33 1MD 4.9 ★★★★★

Terry Naturally - Curamin - Safe &... \$32.69 The Vitamin Sho... Special offer

Organic Curcumin 95 \$16.98 Jarrow Formulas

Turmeric Superfood Cream... \$17.95 Laird Superfood 4.6 ★★★★★

Solgar - Full Spectrum... \$22.49 Amazon.com

Source: Google.com.

- **Pyrroloquinoline quinone (PQQ)**<sup>66</sup> is an antioxidant that studies suggest may aid in anti-aging by reducing inflammation.<sup>67</sup> In some studies on rats, it has been shown to prevent cognitive deficient caused by oxidative stress and improve cardiac function.<sup>68</sup> It is sold as an anti-aging

<sup>66</sup> Renee Cherry, "How to Buy the Best Anti-Aging Supplements (That Are Actually Legit)," Shape, Apr. 25, 2019, <https://www.shape.com/lifestyle/mind-and-body/how-find-best-anti-aging-supplements>; Bulletproof Blog, "13 Anti-Aging Supplements to Turn You into Benjamin Button," accessed July 23, 2019, <https://blog.bulletproof.com/anti-aging-supplements/>.

<sup>67</sup> Calliandra B. Harris, et al., "Dietary pyrroloquinoline quinone (PQQ) alters indicators of inflammation and mitochondrial-related metabolism in human subjects," *Journal of Nutritional Biochemistry* 24, 2013: 2076-2084, available at <https://www.sciencedirect.com/science/article/pii/S0955286313001599>.

<sup>68</sup> Kei Ohwada, et al., "Pyrroloquinoline Quinone (PQQ) Prevents Cognitive Deficit Caused by Oxidative Stress in Rats," *Journal of Clinical Biochemistry and Nutrition* 42, no. 1 (2008): 29-34, available at



supplement, and often packaged with Coenzyme Q10 (discussed above) to support cellular energy and heart health.<sup>69</sup> In searches for PQQ online, as shown in Figure 13, other anti-aging products such as resveratrol and glutathione are listed as alternatives for which people also search.

**Figure 13. Pyrroloquinoline quinone (PQQ) consumer search results**

The screenshot shows a Google search for "Pyrroloquinoline quinone". The search bar at the top displays the query. Below the search bar, there are tabs for "All", "Shopping", "News", "Images", "Videos", and "More". The "All" tab is selected, showing "About 212,000 results (0.40 seconds)".

Under the heading "See Pyrroloquinoline quinone", there are five sponsored product listings:

- PQQ**: Pyrroloquinolin... \$35.21, Piping Rock He... 4.7 stars
- Telomere**: Support - Natur... \$129.95, Global Healing... 4.6 stars
- Life Extension**: PQQ - 20 mg (3... \$24.00, Life Extension 4.5 stars
- Andrew Lessman**: Pyrroloquinolin... \$44.90, HSN, Free shipping
- The ONE**: Mitochondrial... \$75.00, Quicksilver Scie... Free shipping

Below the product listings, there are three search results:

- What You Can Gain From Taking Pyrroloquinoline Quinone (PQQ)**: <https://neurohacker.com/what-you-can-gain-from-taking-pyrroloquinoline-quinone-p...> May 25, 2018 - A great example of a nootropic that has a lot of benefits, but isn't examined closely is pyrroloquinoline quinone. While many may focus on the...
- Dietary pyrroloquinoline quinone (PQQ) alters indicators of ... - NCBI**: <https://www.ncbi.nlm.nih.gov/pubmed/24231099> by CB Harris - 2013 - Cited by 58 - Related articles: Pyrroloquinoline quinone (PQQ) influences energy-related metabolism and neurologic functions in animals. The mechanism of action involves interactions with ...
- Mechanisms Behind Pyrroloquinoline Quinone Supplementation on ...**: <https://www.ncbi.nlm.nih.gov/pubmed/29714638> by P Hwang - 2018 - Related articles: May 1, 2018 - Mechanisms Behind Pyrroloquinoline Quinone Supplementation on Skeletal Muscle Mitochondrial Biogenesis: Possible Synergistic Effects ...

On the right side of the search results, there is a detailed information box for "Pyrroloquinoline quinone":

- Chemical structure**: A chemical structure diagram of Pyrroloquinoline quinone is shown.
- Description**: Pyrroloquinoline quinone, also called methoxatin, is a redox cofactor. It is found in soil and foods such as kiwifruit, as well as human breast milk. Enzymes containing PQQ are called quinoproteins. Glucose dehydrogenase, one of the quinoproteins, is used as a glucose sensor. PQQ stimulates growth in bacteria. Wikipedia
- Properties**:
  - Molar mass**: 330.206 g/mol
  - Formula**:  $C_{12}H_6N_2O_8$
  - Boiling point**: 1,865°F (1,019°C)
  - Density**: 1.96 g/cm<sup>3</sup>
  - Soluble in**: Water
  - KEGG**: C00113
- People also search for**: A list of related search terms with corresponding images: Resveratrol, Astaxanthin, Quercetin, Curcumin, and Glutathione.

Source: Google.com.

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2212345/>; BQ. Zhu, et al., "Pyrroloquinoline Quinone (PQQ) Decreases Myocardial Infarct Size and Improves Cardiac Function in Rat Models of Ischemia and Ischemia/reperfusion," *Cardiovascular Drugs and Therapy* 18, no. 6 (2004): 421-431, available at <https://www.ncbi.nlm.nih.gov/pubmed/15770429>.

<sup>69</sup> Life Extension, "Super Ubiquinol CoQ10 with PQQ," accessed July 23, 2019, [https://www.lifeextension.com/Vitamins-Supplements/item01733/Super-Ubiquinol-CoQ10-with-PQQ?sourcecode=PPL602W&gclid=Cj0KCQjwjrvpBRC0ARIsAFrFuV-1bsM7\\_P7cNzI9zI0gBvD8Cp\\_WI6OKPPBweu18jfGobwaYDFf7WS8aAurCEALw\\_wcB](https://www.lifeextension.com/Vitamins-Supplements/item01733/Super-Ubiquinol-CoQ10-with-PQQ?sourcecode=PPL602W&gclid=Cj0KCQjwjrvpBRC0ARIsAFrFuV-1bsM7_P7cNzI9zI0gBvD8Cp_WI6OKPPBweu18jfGobwaYDFf7WS8aAurCEALw_wcB).

- **Acetyl-L-Carnitine Arginate** is the biologically active form of the amino acid L-carnitine and is purported to protect human cells against degeneration caused by aging.<sup>70</sup> Studies have shown use of this supplement improved muscle pain and stiffness, dizziness, and eyesight, among other symptoms, suggesting that “consumption of the supplement can reduce the oxidative damage.”<sup>71</sup>

### III.E. Dr. Cockburn’s analyses regarding market power are wrong

- (64) After attempting to establish (inappropriately, for the reasons discussed above) that the relevant market in this matter is the “supply of nicotinamide riboside,” Dr. Cockburn argues that ChromaDex has market power in that market. Below, I explain in more detail why the arguments Dr. Cockburn presents are wrong.

#### III.E.1. Evidence that customers pay different prices does not mean that ChromaDex price discriminates

- (65) In his report, Dr. Cockburn argues that the fact that different customers paid ChromaDex different prices for nicotinamide riboside is evidence of ChromaDex’s market power and that “NR was not supplied competitively.”<sup>72</sup> For example, in his Exhibit 2, Dr. Cockburn identifies Live Cell’s lower per kilogram (kg) price for nicotinamide riboside compared to the prices for other ChromaDex customers.<sup>73</sup> However, Dr. Cockburn ignores the fact that Live Cell was ChromaDex’s largest customer at the time. In 2015, for example, Live Cell purchased more than 3,000 kg of nicotinamide riboside; by comparison, Elysium purchased only 910 kg, and the other two customers Dr. Cockburn identifies (Thorne Research and Life Extension) purchased [REDACTED] kg and [REDACTED] kg, respectively.<sup>74</sup> As Frank Jaksch, ChromaDex’s CEO, testified,

...Live Cell was one of the first companies that came in that appeared to have a way of building a market rapidly for NR, visibility of NR, and they did very well with it.

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<sup>70</sup> Bulletproof Blog, “13 Anti-Aging Supplements to Turn You into Benjamin Button,” accessed July 23, 2019, <https://blog.bulletproof.com/anti-aging-supplements/>; Life Extension, “The Antiaging Effects of Acetyl-L-Carnitine,” Life Extension Magazine, May 2000, <https://www.lifeextension.com/Magazine/2000/5/cover2/Page-01>.

<sup>71</sup> Yoshikazu Yonei, et al., “Effects on the Human Body of a Dietary Supplement Containing L-Carnitine and *Garcinia cambogia* Extract: A Study using Double-blind Tests,” *Journal of Clinical Biochemistry and Nutrition* 42, no. 2 (2008): 89-103, available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2266057/pdf/jcbrn-42-89.pdf>.

<sup>72</sup> Cockburn Report, ¶ 104.

<sup>73</sup> See also Cockburn Report, ¶ 104.

Living Cell Research, Live Cell Research, and Whole Body Research are three different company names associated with the same customer number (108649) in ChromaDex’s data. See CDXCA\_00449733.

<sup>74</sup> See Expert Report of Lance E. Gunderson, *In re ChromaDex, Inc. v Elysium Health, Inc. and Mark Morris*, SACV 16-02277-CJC-DFMx (C.D. Cal. June 21, 2019) [hereinafter “Gunderson Report”], Schedule 8B; CDXCA\_00449733. In 2014, Live Cell’s purchases (929 kg) were also substantially larger than the other customers Dr. Cockburn identified (Elysium 100 kg, Thorne [REDACTED] kg, and Life Extension [REDACTED] kg).

They were our largest customer in 2015. Not even -- there was no one even close to them in terms of the size of the customer they were. And that brought -- I mean, that had its benefits to us. Their volume -- their success in the market brought volume. And volume brought us the ability to do a lot more with something that was still very new at the time.<sup>75</sup>

- (66) There is substantial evidence in the record that looking at the unit price alone misses the overall structure of the relationship between ChromaDex and its customers. As Mr. Jaksch testified, "...you can't look at price just on its own. Price -- the price per kilo was an important element, but you'd have to sort of look at the whole structure of what was being proposed. Price is one piece of that, one piece of the puzzle, so I mean in reality it was up to -- it was a negotiation from one client to the next."<sup>76</sup> For example, Thorne "wanted an exclusive for a specific space, meaning the direct-to-physician category..."<sup>77</sup> and ChromaDex's 30(b)(6) witness testified that other customers sought "exclusive product combinations" or "exclusive channels."<sup>78</sup>
- (67) A more appropriate interpretation of Dr. Cockburn's observation that different customers pay different prices is that these differences are not as simple as price alone, and the differences across customers are best explained as the result individualized negotiations between ChromaDex and its customers involving differences in the terms requested by those customers, different bargaining power of those customers, and other factors (e.g., differences in customer's purchase volumes).<sup>79</sup> These differences are not the result of ChromaDex having and/or using market power over the pricing of nicotinamide riboside.

### **III.E.2. Ease of entry limits potential market power of any supplier, including ChromaDex**

- (68) Dr. Cockburn extensively cites to ChromaDex internal documents to argue that there are significant barriers to entry into the manufacturing of nicotinamide riboside.<sup>80</sup> His own analysis and the documents he cites, however, undermine his argument.
- (69) On November 1, 2016, ChromaDex notified Elysium via email that ChromaDex was choosing to terminate the companies' supply agreement "upon ninety (90) days written notice."<sup>81</sup> That decision followed Elysium ordering 3,000 kg of NIAGEN® from ChromaDex in July 2016, which Elysium

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<sup>75</sup> Deposition of Frank Jaksch, 139, Apr. 12, 2019.

<sup>76</sup> Jaksch Dep. at 127-128.

<sup>77</sup> Jaksch Dep. at 137-138.

<sup>78</sup> Varvaro Dep., 72-73.

<sup>79</sup> Jaksch Dep. at 108-109, 136-137; Varvaro Dep., 72-73.

<sup>80</sup> Cockburn Report, ¶¶ 91-98.

<sup>81</sup> CDXCA\_00118906, CDXCA\_0007489.

## VIII.B. ChromaDex eliminated all requirements to use the NIAGEN® trademark by Elysium and other licensees

- (171) Around May 25, 2017, ChromaDex eliminated the requirement that its customers use the NIAGEN® trademark.<sup>244</sup> Only about 23% of the nicotinamide riboside acquired for resale to consumers from 2013 to 2018 was sold by a customer that used the NIAGEN® trademark under a licensing requirement by ChromaDex.<sup>245</sup> Many companies voluntarily used the NIAGEN® mark during this period even though it was not required. For example, Live Cell Research<sup>246</sup> was the [REDACTED] largest purchaser of nicotinamide riboside, with [REDACTED]% of the total purchases from 2013 to 2018. Live Cell was not required to use the trademark, but chose to use the trademark on its front panel.<sup>247</sup> Elysium itself also never used the NIAGEN® trademark.<sup>248</sup> Elysium accounts for [REDACTED]% of the nicotinamide riboside purchased from 2013 to 2018. ChromaDex itself is the largest seller of nicotinamide riboside products (not ingredients) through sales of its TRU NIAGEN® product, with [REDACTED]% share of nicotinamide riboside sales. TRU NIAGEN® also uses the NIAGEN® mark, but this is ChromaDex's own trademark for its own products.
- (172) In Figure 28, I calculate the fraction of total nicotinamide riboside purchased by the largest buyers for use in anti-aging supplements from 2013 to 2018 from the three US suppliers of nicotinamide riboside (i.e., ChromaDex, [REDACTED], and [REDACTED]). This includes the nicotinamide riboside provided by ChromaDex for its own TRU NIAGEN® product. As shown in Figure 28, the total amount of nicotinamide riboside sold by ChromaDex, [REDACTED], and [REDACTED] during this period is [REDACTED] kgs.<sup>249</sup> Since no current sellers are required to use the trademark, any additional sales since 2018 would

<sup>244</sup> Most customers subject to the restriction were notified on May 25, 2017. *See, e.g.*, CDXCA\_00008535 (Barology Bar), CDXCA\_00008603 (High Performance Nutrition), CDXCA\_00008664 (Jarrow Formulas), CDXCA\_00008789 (Petriva), CDXCA\_00008674 (Life Extension/Quality Vitamins & Supplements). Thorne research was notified on June 1, 2017 (*see* CDXCA\_00276221).

Will Black confirmed that ChromaDex stopped requiring use of its trademark, and ChromaDex attempted to notify its past and current customers of that change (to the extent that it was a change, as not all customers ever had that requirement). Interview with Will Black, former ChromaDex Vice President of Sales and Marketing, July 25, 2019.

A handful of small customers subject to the restriction were terminated in June, 2017. *See, e.g.*, CDXCA\_00008506 (Alivebynature), CDXCA\_00429966 (Evolved Organics LLC), CDXCA\_00262823 (Healthy Directions, LLC), CDXCA\_00262830 (Metabolic Code Enterprises), CDXCA\_00276207 (ProHealth, Inc.), CDXCA\_00262855 (Radishing Medical LLC), CDXCA\_00262849 (Thrive Now).

<sup>245</sup> From 2013 to 2018, ChromaDex sold [REDACTED] kgs of NIAGEN® to third parties and used another [REDACTED] kgs in production of its own TRU NIAGEN® product. Elysium purchased 8,873 kgs of nicotinamide riboside from [REDACTED] and [REDACTED], for a total of [REDACTED] kgs. *See* Figure 28 for more information. *See* CDXCA\_00449733, CDXCA\_00464688, and ELY\_0125945.

<sup>246</sup> As noted earlier, Living Cell Research, Live Cell Research, and Whole Body Research are three different company names associated with the same customer number (108649) in ChromaDex's data. *See* CDXCA\_00449733.

<sup>247</sup> CDXCA\_00200421, CDXCA\_00464669.

<sup>248</sup> Cockburn Report, ¶¶ 38, 99.

<sup>249</sup> I understand that [REDACTED] and [REDACTED] did not supply nicotinamide riboside to any customers other than Elysium during this period. If [REDACTED] or [REDACTED] also sells nicotinamide riboside to other customers, then all the percentages in this table would be reduced proportionately with those additional sales.



further diminish the share for which the trademark was required and used. Sales have continued to grow over time, so 2019 sales are likely to be a substantial fraction of all sales historically.

**Figure 28. Purchases of nicotinamide riboside by customer, 2013-2018<sup>250</sup>**

Company	Total nicotinamide riboside purchases		Purchases where trademark required and used		Purchases where trademark not required or not used	
	kg	% of total	kg	% of total	kg	% of total
ChromaDex	████	████	█	████	████	████
████	████	████	█	████	████	████
████	████	████	████	████	████	████
████	████	████	████	████	████	████
████	████	████	█	████	████	████
█	████	████	████	████	████	████
████	████	████	████	████	█	████
████	████	████	█	████	████	████
████						
████	██	████	██	████	█	████
████	██	████	██	████	█	████
████	██	████	█	████	██	████
████	██	████	████	████	██	████
Total	████	100%	████	22.5%	████	77.5%

Source: CDXCA\_00464688, CDXCA\_00449733, ELY\_0125945, CDXCA\_00027271, CDXCA\_00008604, CDXCA\_00221789, CDXCA\_00125845, CDXCA\_00008878, CDXCA\_00008919, CDXCA\_00062195, CDXCA\_00024270, CDXCA\_00118906, CDXCA\_00275590, CDXCA\_00052193, CDXCA\_00429956, CDXCA\_00130686, CDXCA\_00027740, CDXCA\_00008535, CDXCA\_00008603, CDXCA\_00008664, CDXCA\_00008674, CDXCA\_00008877, CDXCA\_00276221, CDXCA\_00008479, CDXCA\_00024270, CDXCA\_00429971, CDXCA\_00008697.

- (173) In his report, Dr. Cockburn highlights, in addition to Elysium, five ChromaDex direct-to-consumer (DTC) customers that ChromaDex discontinued supplying. However, he presents his discussion of their sizes and importance in the overall sales of nicotinamide riboside in a misleading fashion that might cause the reader to infer incorrectly that their importance in the context of the alleged patent misuse is larger than it actually is.
- (174) Reproduced below is Dr. Cockburn's Figure A, but I include for each product the actual percentage of total nicotinamide riboside sales from 2013 to 2018 made under the required use of the NIAGEN® trademark.

<sup>250</sup> It should be noted that the calculations in Figure 28 should not be considered market shares, since nicotinamide riboside is not a market unto itself. Inclusion of sales of other competitive anti-aging products would reduce these percentages still further, likely by a significant amount. The calculations listed in this section are simply the percentage of physical volume of nicotinamide riboside sold to customers from 2013-2018 by the three nicotinamide riboside suppliers.

# **Exhibit 65**

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is entered into as of the last signature date set forth below by and between Thrive Now Health LLC, a Utah limited liability company, with principal offices located at 3422 N 100 E, Provo, UT 84604 (together with its affiliates, "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.

Licensee shall use and affix ChromaDex trademarks, logos, and other intellectual property and proprietary information of ChromaDex for Qualifying Licensee 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 owned 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, 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 ChromaDex's novel, proprietary and patented ingredient, nicotinamide riboside, with the trademark NIAGEN®. Ingredients manufactured by a party other than ChromaDex and/or counterfeit ingredients are not "Covered ChromaDex Ingredients".

"Qualifying Licensee Product(s)" shall mean only those dietary supplements under Your brand, model or SKU which contain a minimum of 100mg per serving of the Covered ChromaDex Ingredient.

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a worldwide, non-exclusive, non-transferable, royalty-free, 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 Licensee Product. No other right, title, or license is granted hereunder. You are not permitted to use ChromaDex Marks as a product name even if it is a Qualifying Licensee Product.

3. MARKINGS. Except to the extent otherwise decided by ChromaDex, all Licensed Materials, promotional materials and Qualifying Licensee Products packaging will include (in easily readable, non-obscured type that is of reasonable prominence in light of the other names and notices) the ChromaDex Mark "NIAGEN®" and any other ChromaDex Marks specified by ChromaDex, a legend that ChromaDex owns such ChromaDex Marks, and any 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 Licensee Products or any ChromaDex Marks.

3.1. General. 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 Licensee Products, pursuant to this Agreement. During the Term, without limitation Licensee agrees: (i) to use the ChromaDex Marks on and only in connection with Qualifying Licensee 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 labeling, packaging, marketing, promotion, sale, or quality of Qualifying Licensee 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 Licensee 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 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.

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

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

4.2. 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 Licensee 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 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 Licensee 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 section 3, and the Brand Usage Guidelines.

**5. PRODUCT QUALITY:**



5.1. You shall affix ChromaDex Marks only in connection with Qualifying Licensee 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 100mg per serving or more of 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 Licensee 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 Licensee Product to determine whether it is a quality product and whether it meets the definition of Qualifying Licensee 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 Licensee 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 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. 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.

**10. 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 Licensee 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.

**11. 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.

**12. 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.

**13. TERM AND TERMINATION:**

**13.1.** This Agreement shall commence on the Effective Date and shall remain in full force and effect for a term (the "Term") of one (1) year from the Effective Date and

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continue thereafter in successive one (1) year automatic renewal terms unless terminated in accordance herewith.

13.2. Termination: This Agreement may be terminated as follows: (i) by ChromaDex upon 30 days prior written notice; (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 ten (10) days after delivery of such notice of the breach or default; or, (iii) upon mutual agreement of the parties in writing.

13.3. 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.

13.4. Continuing Obligations: Obligations of the parties under the provisions of 1, 4.7, 6, 7, 8, 9, 10, 13.4, and 14 shall remain in force notwithstanding the termination or expiration of this Agreement.

#### 14. GENERAL OBLIGATIONS:

14.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. The rights granted to You hereunder are personal, and You may not assign this Agreement or any right or obligation hereunder, whether in conjunction with a change in ownership, merger, acquisition, the sale or transfer of all, or substantially all or any part of Your business or assets or otherwise, either voluntarily, by operation of law, or otherwise, except to one of your affiliates, without the prior written consent of ChromaDex, which ChromaDex may give or withhold in its sole discretion. Any such purported assignment or transfer shall be null and void.

14.2. 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, CA.

14.3. 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 shall be entitled to seek an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

14.4. 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.

14.5. 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.

14.6. 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 other party.

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

14.9. Entire Agreement: This Agreement along with the Brand Usage Guidelines 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 writing signed by authorized representatives of both parties.

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

Thrive Now Health LLC.

By: [Signature]  
Name: DAN SOUTHWICK Date: 10-3-2016  
Title: Managing Member

ChromaDex, Inc.

By: [Signature]  
Name: Greg Monahan Date: 10/12/2016  
Title: CEO

**EXHIBIT A**

[Signature]  
[Signature]



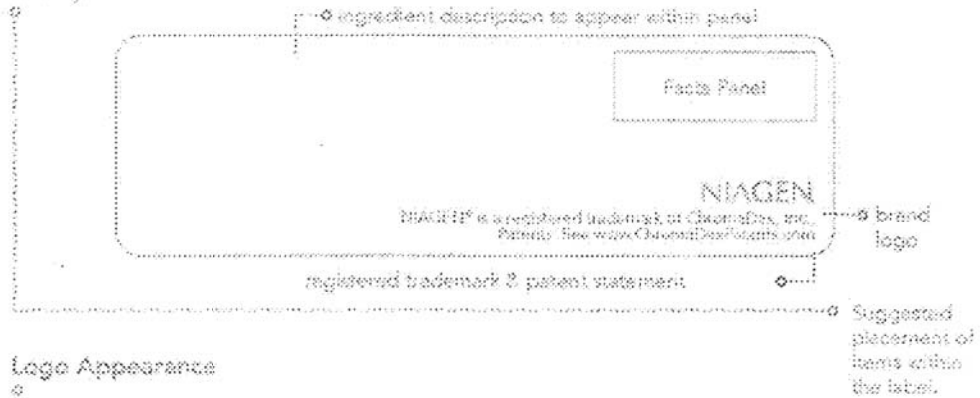


NIAGEN.

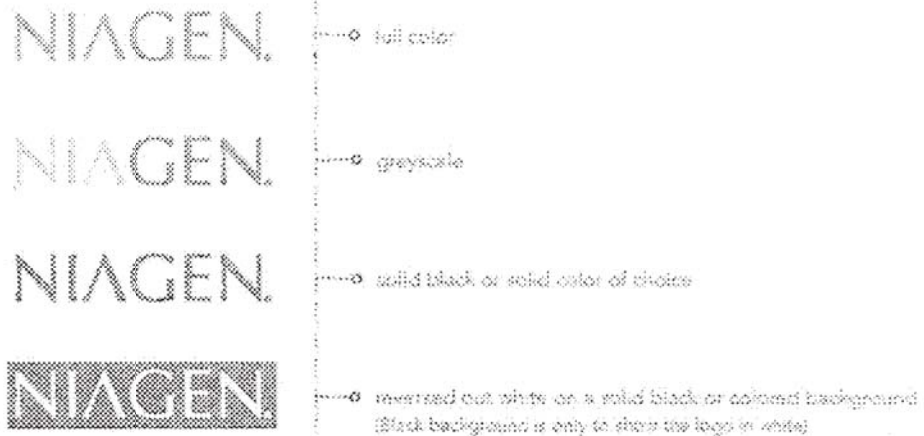
## Brand Use Guidelines

A logo, ingredient description, registered trademark statement and patent number reference should appear on all labels, to identify the ingredient NIAGEN® nicotinamide riboside as a registered trademark of ChromaDex, Inc.

### Example Label



### Logo Appearance



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DR





# NIAGEN.

## Ingredient Descriptions

NIAGEN® (nicotinamide riboside)  
NIAGEN® (nicotinamide riboside chloride)

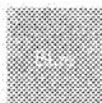
The brand name should  
always appear followed by  
one of the two suggested  
compound descriptions.

## Trademark & Patent Statement

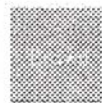
NIAGEN® is a registered trademark of ChromaDex, Inc., Patents:  
See [www.ChromaDexPatents.com](http://www.ChromaDexPatents.com)

The registered trademark  
& patent statement should  
always appear together.

## Brand Colors



- PMS 279
- CMYK 68/34/0/0
- RGB 80/145/205
- Web #5071CD



- PMS 463
- CMYK 30/56/100/37
- RGB 128/56/27
- Web #805618

DPS  
PA

### AMENDMENT TO LEASE AGREEMENT

This Amendment To the Lease Agreement by and between **SCIF Portfolio II, LLC, a California limited liability company #604** ("Landlord") and **Chromadex Inc.** ("Tenant") is made and entered into as of the **7<sup>th</sup> Day of September, 2016**.

#### WITNESSETH

A. Tenant currently leases from Landlord, premises located at 10005 Muirlands Blvd., Irvine, CA, 92618 to wit Suite G (+/- 12,686 sq. ft) as evidenced by lease dated April 1, 2007.

B. Tenant and Landlord desire to modify said leases as follows:

1. *Effective **October 1, 2016**, Tenant will additionally lease office space L along with Suite G through September 30, 2019 at their **current** monthly rental of **\$18,218.76** due and payable on the first day of each month without any prior demand therfor and without any deduction or set-off whatsoever plus applicable sales tax.*

Except as specifically amended hereby, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this addendum as of the day and year first above written, each acknowledging receipt of an executed original.

#### **CHROMADEx INCORPORATED**

By: \_\_\_\_\_

Date \_\_\_\_\_

#### **LIFE STORAGE LP**

By: \_\_\_\_\_

Date \_\_\_\_\_

*pa*

# **Exhibit 66**



## TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is entered into as of the last signature date set forth below by and between Thorne Research, Inc., an Idaho corporation, with principal offices located at 25820 Highway 2 West, Sandpoint, Idaho 83864 (together with its affiliates, "Licensee" or "You") and ChromaDex, Inc. ("ChromaDex"), a California corporation, with its principal place of business located at 10005 Muirlands Blvd., Suite G, Irvine, California 92618.

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

Any and all other NIAGEN® Trademark Licensing Agreements between the parties shall be terminated upon execution of this Agreement. The parties hereto further 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, 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 ChromaDex's novel, proprietary and patented ingredient, nicotinamide riboside, with the trademark NIAGEN®. Ingredients manufactured by a party other than ChromaDex and/or counterfeit ingredients are not "Covered ChromaDex Ingredients".

"Qualifying Licensee Product(s)" shall mean only those dietary supplements under Your brand, model or SKU which contain a minimum of 100mg per serving of the Covered ChromaDex Ingredient.

**2. LICENSE GRANT:** ChromaDex hereby grants and You accept a worldwide, non-exclusive, non-transferable, royalty-free, revocable license to use and display the ChromaDex Marks solely to market, advertise, promote, sell and distribute Qualifying Licensee 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, royalty-free, 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 Licensee Product. No other right, title, or license is granted hereunder. You are not permitted to use ChromaDex Marks as a product name even if it is a Qualifying Licensee Product.

**3. MARKINGS.** Except to the extent otherwise decided by ChromaDex, all Licensed Materials, promotional materials and Qualifying Licensee Products packaging will include (in easily readable, non-obscured type that is of reasonable prominence in light of the other names and notices) the ChromaDex Mark "NIAGEN®" and any other ChromaDex Marks specified by ChromaDex, a legend that ChromaDex owns such ChromaDex Marks, and any 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 Licensee Products or any ChromaDex Marks.

**3.1. General.** 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. Restrictions on Use of ChromaDex Marks.** Licensee shall not use ChromaDex Marks on the front panel of the label or packaging. Specifically, Licensee is prohibited from using the ChromaDex Marks on the principal display panel ("PDP").



3.3. 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 Licensee Products, pursuant to this Agreement. During the Term, without limitation Licensee agrees: (i) to use the ChromaDex Marks on and only in connection with Qualifying Licensee 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

3.4. Corrections. If, at any time, Licensee's unapproved use of the ChromaDex Marks, or any labeling, packaging, marketing, promotion, sale, or quality of Qualifying Licensee 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 Licensee 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 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.

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

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

4.2. 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 Licensee 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 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 Licensee 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 section 3, and the Brand Usage Guidelines.

#### 5. PRODUCT QUALITY:

5.1. You shall affix ChromaDex Marks only in connection with Qualifying Licensee 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 100mg per serving or more of 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 Licensee 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 Licensee Product to determine whether it is a quality product and whether it meets the definition of Qualifying Licensee 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 Licensee 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 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. CHROMADDEX 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.

**10. 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 Licensee 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.

**11. DISCLAIMER:** EXCEPT AS OTHERWISE PROVIDED HEREIN, THE CHROMADDEX 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.



**12. 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.

**13. TERM AND TERMINATION:**

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

13.2. 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 30 days prior written notice; (iii) by ChromaDex upon prior written notice of Licensee's breach or default under this Agreement, and unless such breach or default is cured within ten (10) days after delivery of such notice of the breach or default; or, (iv) upon mutual agreement of the parties in writing.

13.3. 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.

13.4. Continuing Obligations: Obligations of the parties under the provisions of 1, 4.7, 6, 7, 8, 9, 10, 13.4, and 14 shall remain in force notwithstanding the termination or expiration of this Agreement.

**14. GENERAL OBLIGATIONS:**

14.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. The rights granted to You hereunder are personal, and You may not assign this Agreement or any right or obligation hereunder, whether in conjunction with a change in ownership, merger, acquisition, the sale or transfer of all, or substantially all or any part of Your business or assets or otherwise, either voluntarily, by operation of law, or otherwise, except to one of your affiliates, without the prior written consent of ChromaDex, which ChromaDex may give or withhold in its sole discretion. Any such purported assignment or transfer shall be null and void.

14.2. 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, CA.

14.3. 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 shall be entitled to seek an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

14.4. 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.

14.5. 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.

14.6. 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 other party.

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

14.9. Entire Agreement: This Agreement along with the Brand Usage Guidelines 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 writing signed by authorized representatives of the parties.

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

Thorne Research, Inc.



By: \_\_\_\_\_  
Name: Paul F. Jacobson  
Title: Chief Executive Officer  
Date: June 2, 2017

ChromaDex, Inc.

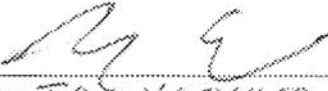
  
By: \_\_\_\_\_  
Name: TOM VARVURO  
Title: CFO  
Date: 6/8/17



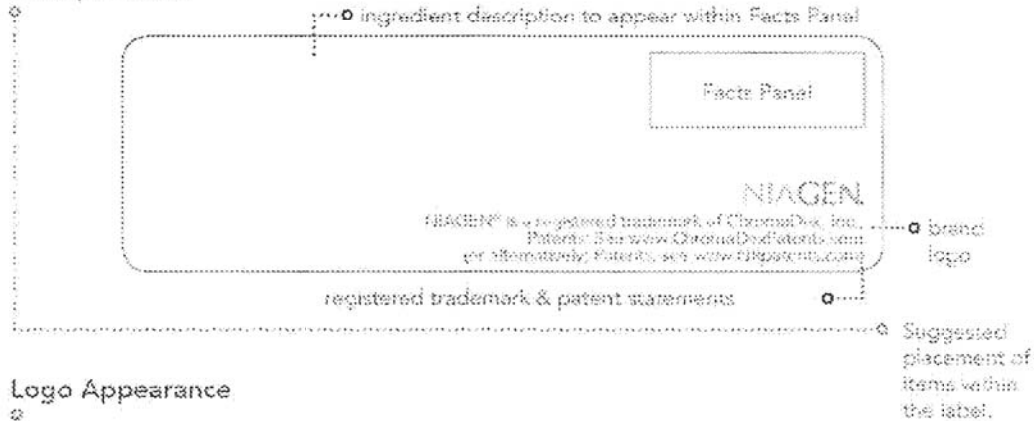
EXHIBIT A



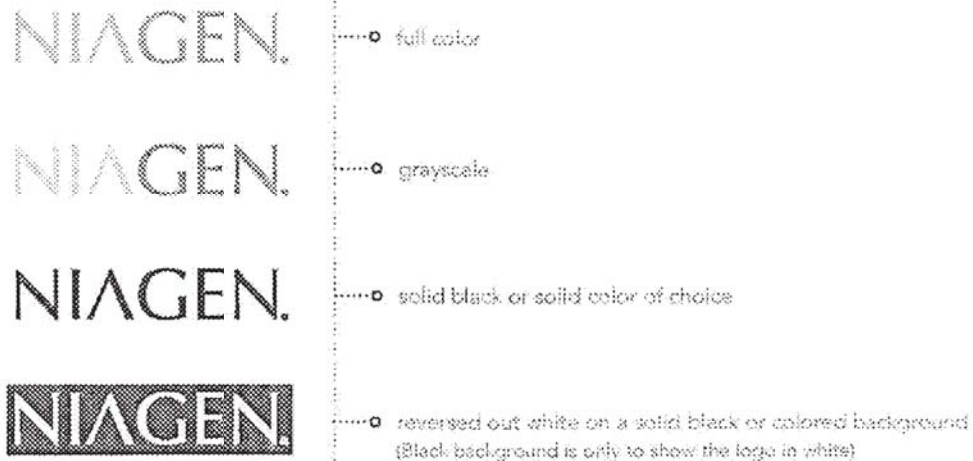
## Brand Use Guidelines

For use when a logo, ingredient description, registered trademark statement and/or patent number reference appears on the label.

### Example Label



### Logo Appearance





NIAGEN.

#### Ingredient Description

NIAGEN® (nicotinamide riboside chloride)

The brand name may appear  
followed by the suggested  
compound description.

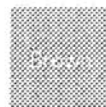
#### Trademark & Patent Statements

NIAGEN® is a registered trademark of ChromaDex, Inc.,  
Patents: See [www.ChromaDexPatents.com](http://www.ChromaDexPatents.com)  
(or alternatively; Patents: See [www.NRpatents.com](http://www.NRpatents.com))

#### Brand Colors



- PMS 279
- CMYK 68/34/0/0
- RGB 80/145/205
- Web #5091CD



- PMS 463
- CMYK 30/56/100/37
- RGB 123/36/27
- Web #80561B

# **Exhibit 67**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

CHROMADEx, INC.,

PLAINTIFF, ) CASE NO.

) 16-02277-CJC-(DFMx)

vs. )

ELYSIUM HEALTH, INC., AND )  
MARK MORRIS, )

DEFENDANTS. )

AND RELATED CROSS-ACTIONS. )

\* \* \* ATTORNEYS' EYES ONLY \* \* \*  
VIDEOTAPED DEPOSITION OF WILL BLACK  
TAKEN THURSDAY, APRIL 18, 2019  
LOS ANGELES, CALIFORNIA

Reported by Audra E. Cramer, CSR No. 9901  
Job No. 159131



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

CHROMADEx, INC.,

PLAINTIFF, ) CASE NO.

) 16-02277-CJC-(DFMx)

vs. )

ELYSIUM HEALTH, INC., AND  
MARK MORRIS,

DEFENDANTS. )

AND RELATED CROSS-ACTIONS. )

VIDEOTAPED DEPOSITION OF WILL BLACK, TAKEN ON BEHALF  
OF THE DEFENDANT AND COUNTERCLAIMANT, AT 9:45 A.M.,  
THURSDAY, APRIL 18, 2019, AT 11601 WILSHIRE BOULEVARD,  
LOS ANGELES, CALIFORNIA, BEFORE AUDRA E. CRAMER,  
CSR NO. 9901, PURSUANT TO NOTICE.

1 APPEARANCES OF COUNSEL

2  
3 FOR PLAINTIFF AND CROSS-DEFENDANT:

4 COOLEY

BY: BARRETT ANDERSON, ESQUIRE

5 JAYME STATEN, ESQUIRE

4401 EASTGATE MALL

6 SAN DIEGO, CALIFORNIA 92121

7  
8  
9 FOR DEFENDANT AND COUNTERCLAIMANT:

10 BAKER & HOSTETLER

BY: JOSEPH SACCA, ESQUIRE

11 DARLEY MAW, ESQUIRE

45 ROCKEFELLER PLAZA

12 NEW YORK, NEW YORK 10111

13  
14  
15 ALSO PRESENT:

16 ALINE MAYER, VIDEOGRAPHER

17 THOMAS WILHELM

1           A.     We would monitor our customers' labels  
2     and products insofar as we could via online --  
3     online review as well as label review where we  
4     could acquire those.

5           Q.     When you say "online review," what do  
6     you mean?

7           A.     Looking at the customer's website on  
8     downloading product images and label, supplement  
9     facts panel, for example, which is where the  
10    ingredient deck resides.

11          Q.     Who in ChromaDex was charged with  
12    performing the online review?

13          A.     That would have been the sales team --  
14    up until the time I joined, the sales team at  
15    large would have -- as I remember, was doing it.

16                Upon my joining the company,  
17    Ms. Villalobos and Mr. Mai would have done the  
18    regular checking or review.

19          Q.     And do you know how frequently they  
20    checked?

21          A.     Monthly or at such time we were aware  
22    of a new product launched by one of our  
23    customers.

24          Q.     Did ChromaDex require its customers to  
25    tell it about new product launches using

1 review. If we were looking at label review for  
2 compliance, we would start with the sales team  
3 review, so Ms. Villalobos and Mr. Mai.

4 There were instances where a customer  
5 might like us to review the label in terms of  
6 compliance, and so in that case we have a legal  
7 review.

8 Q. And when you say a customer might like  
9 you to review the label in terms of compliance,  
10 compliance with what?

11 A. Oh, various dimensions. Is the order  
12 of the ingredient appearing in the label in the  
13 right consequence, for example?

14 Q. Apart from monitoring the customer  
15 labels and products online and through label  
16 review, did ChromaDex do anything else to help  
17 it assure a compliance with exclusivity  
18 provisions in its supply agreements.

19 A. Sure. If we found that there was  
20 noncompliance, we'd have typically verbal  
21 discussions followed by as-needed written  
22 follow-ups.

23 Q. Did ChromaDex ever find itself out of  
24 compliance with any of the exclusivity  
25 provisions it had in its agreement with Thorne?



1 STATE OF CALIFORNIA )  
2 COUNTY OF LOS ANGELES ) SS.  
3

4 I, AUDRA E. CRAMER, CSR No. 9901, in and for the  
5 State of California, do hereby certify:

6 That, prior to being examined, the witness named  
7 in the foregoing deposition was by me duly sworn to  
8 testify the truth, the whole truth and nothing but the  
9 truth;

10 That said deposition was taken down by me in  
11 shorthand at the time and place therein named, and  
12 thereafter reduced to typewriting under my direction,  
13 and the same is a true, correct and complete transcript  
14 of said proceedings;

15 I further certify that I am not interested in the  
16 event of the action.

17 Witness my hand this 30th day of April,  
18 2019.  
19  
20

21   
22 \_\_\_\_\_

23 Certified Shorthand  
24 Reporter for the  
25 State of California

# **Exhibit 68**

**From:** James Lee <JamesL@chromadex.com>  
**Sent:** Wed, 6 Jul 2016 16:37:21 +0000 (UTC)  
**To:** Tom Varvaro <Tom.Varvaro@chromadex.com>  
**Subject:** RE: Q1 2016 Royalty Report  
**Attachments:** Elysium Health Trademark License & Royalty 2.3.14.pdf

---

Tom,

Per the agreement, the royalty reports and payments are due on the 90th day following the close of each quarter. (Please see 9.4 and 9.7 of the attached.)

Thanks,  
James Lee  
Controller

ChromaDex, Inc.  
10005 Muirlands Blvd., Suite G  
Irvine, CA 92618 USA

Gen: +1.949.419.0288  
Direct: +1.949.356.1577  
Fax: +1.949.600.8923  
JamesL@chromadex.com  
www.chromadex.com

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-----Original Message-----

From: Tom Varvaro  
Sent: Wednesday, July 06, 2016 9:32 AM  
To: James Lee <JamesL@chromadex.com>  
Subject: RE: Q1 2016 Royalty Report

It was due June 1 correct?

Tom Varvaro  
Chief Financial Officer  
ChromaDex Inc. 10005 Muirlands Suite G  
Irvine, CA 92618  
USATel: +1 949-419-0288  
Direct +1 949-600-9701  
Direct Fax: +1 949-356-1601  
Tom.Varvaro@chromadex.com  
www.chromadex.com

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-----Original Message-----

From: James Lee  
Sent: Wednesday, July 06, 2016 9:32 AM  
To: Tom Varvaro <Tom.Varvaro@chromadex.com>  
Subject: RE: Q1 2016 Royalty Report

Tom,

No, we haven't received.

Thanks,  
James Lee  
Controller

ChromaDex, Inc.  
10005 Muirlands Blvd., Suite G  
Irvine, CA 92618 USA

Gen: +1.949.419.0288  
Direct: +1.949.356.1577  
Fax: +1.949.600.8923  
JamesL@chromadex.com  
www.chromadex.com

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-----Original Message-----

From: Tom Varvaro  
Sent: Wednesday, July 06, 2016 9:27 AM  
To: James Lee <JamesL@chromadex.com>  
Subject: FW: Q1 2016 Royalty Report

James,  
Did we get payment on this yet?

Tom Varvaro  
Chief Financial Officer  
ChromaDex Inc. 10005 Muirlands Suite G  
Irvine, CA 92618  
USATel: +1 949-419-0288



Direct +1 949-600-9701  
Direct Fax: +1 949-356-1601  
Tom.Varvaro@chromadex.com  
www.chromadex.com

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-----Original Message-----

From: James Lee  
Sent: Monday, June 27, 2016 8:55 AM  
To: Dan Alminana <dan@elysiumhealth.com>; Frank Jaksch <Frank.Jaksch@chromadex.com>; Tom Varvaro <Tom.Varvaro@chromadex.com>; Troy Rhonemus <TroyR@chromadex.com>; Mark Morris <MarkM@chromadex.com>  
Cc: eric@elysiumhealth.com  
Subject: RE: Q1 2016 Royalty Report

Hi Dan,

We are just wondering when we might expect your payment for the attached Q1 2016 royalty. Thanks!

Thanks,  
James Lee  
Controller

ChromaDex, Inc.  
10005 Muirlands Blvd., Suite G  
Irvine, CA 92618 USA

Gen: +1.949.419.0288  
Direct: +1.949.356.1577  
Fax: +1.949.600.8923  
JamesL@chromadex.com  
www.chromadex.com

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-----Original Message-----

From: Dan Alminana [mailto:dan@elysiumhealth.com]  
Sent: Wednesday, April 13, 2016 11:20 AM  
To: Frank Jaksch <Frank.Jaksch@chromadex.com>; James Lee <JamesL@chromadex.com>; Tom Varvaro <Tom.Varvaro@chromadex.com>; Troy Rhonemus <TroyR@chromadex.com>; Mark Morris <MarkM@chromadex.com>  
Cc: eric@elysiumhealth.com

Subject: Q1 2016 Royalty Report

ChromaDex Team,

As promised, here is the Q1 2016 Niagen royalty report. This should be pretty spot on, as we don't expect any substantive changes.

Please let us know if you have any questions.

Best,  
Dan

## 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 Jensen  
Title: CEO

# **Exhibit 69**

**From:** James Lee <JamesL@chromadex.com>  
**Sent:** Tue, 28 Apr 2015 23:26:18 +0000 (UTC)  
**To:** Mark Morris <MarkM@chromadex.com>  
**Cc:** Troy Rhonemus <TroyR@chromadex.com>  
**Subject:** RE: Elysium Royalty  
**Attachments:** FW: Q3 2014 Niagen Royalty Report;RE: Q3 2014 Niagen Royalty Report

---

Mark,

Got it, thanks. FYI, attached was the last royalty report we received from Elysium through Frank.

Thanks,  
**James Lee**  
Controller



ChromaDex, Inc.

10005 Muirlands Blvd., Suite G  
Irvine, CA 92618 USA

Gen: +1.949.419.0288  
Direct: +1.949.356.1577  
Fax: +1.949.600.8923  
[JamesL@chromadex.com](mailto:JamesL@chromadex.com)  
[www.chromadex.com](http://www.chromadex.com)

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**From:** Mark Morris  
**Sent:** Tuesday, April 28, 2015 4:23 PM  
**To:** James Lee  
**Cc:** Troy Rhonemus  
**Subject:** RE: Elysium Royalty

James – 1Q15 was the first period of sales. Please hold-off for a couple days as Troy and I discuss this agreement with Elysium. I'll get back to you. Thanks, Mark

---

**From:** James Lee  
**Sent:** Tuesday, April 28, 2015 4:13 PM  
**To:** Mark Morris  
**Cc:** Troy Rhonemus  
**Subject:** RE: Elysium Royalty

Mark,

No, we did not get any. Actually, the royalty report and the payment we received was as of 2014 Q3, thus we are missing 2014 Q4 as well. If you would like, I can send an e-mail to Dan Alminana and ask.

Thanks,  
**James Lee**  
Controller



ChromaDex, Inc.

10005 Muirlands Blvd., Suite G  
Irvine, CA 92618 USA

Gen: +1.949.419.0288  
Direct: +1.949.356.1577  
Fax: +1.949.600.8923  
[JamesL@chromadex.com](mailto:JamesL@chromadex.com)  
[www.chromadex.com](http://www.chromadex.com)

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**From:** Mark Morris  
**Sent:** Tuesday, April 28, 2015 4:10 PM  
**To:** James Lee  
**Cc:** Troy Rhonemus  
**Subject:** Elysium Royalty

Hi James – Elysium Health sold product last quarter. Did we collect a royalty? Thanks, Mark

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**From:** Frank Jaksch <Frank.Jaksch@chromadex.com>  
**Sent:** Fri, 26 Dec 2014 19:17:58 +0000 (UTC)  
**To:** James Lee <JamesL@chromadex.com>  
**Subject:** FW: Q3 2014 Niagen Royalty Report  
**Start Time:** Fri, 26 Dec 2014 00:00:00 +0000 (UTC)  
**Attachments:** Niagen Q3 2014 Royalty Report.pdf

---

Here it is.

Nothing big, but at least they are starting to send reports.

Frank Jaksch  
Founder and CEO (OTCQX: CDXC)

10005 Muirlands Blvd., Suite G  
Irvine, CA 92618 USA

Tel: +1.949.419.0288  
Fax: +1.949.419.0294  
frank.jaksch@chromadex.com  
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-----Original Message-----

From: Dan Alminana [mailto:dan@elysiumhealth.com]  
Sent: Friday, December 26, 2014 8:06 AM  
To: Frank Jaksch  
Cc: Eric Marcotulli  
Subject: Q3 2014 Niagen Royalty Report

Frank,

Please see attached report. I looked at the licensing agreement and did not see a specific mailbox to send this to. Please let us know who should be receiving these in the future.

Happy Holidays and New Year!

Best,  
Dan

**Elysium Health  
Niagen Royalty Report  
Q3 2014**

Royalty Rate	5%				
<b>July</b>				<b>August</b>	<b>September</b>
Gross Sales	\$0.00			Gross Sales	\$0.00
less:				less:	
Trade/Qty/Cash Discounts	\$0.00			Trade/Qty/Cash Discounts	\$0.00
Credits/Allowances/Refunds	\$0.00			Credits/Allowances/Refunds	\$0.00
Freight & Insurance Costs	\$0.00			Freight & Insurance Costs	\$0.00
Taxes	\$0.00			Taxes	\$0.00
Net Sales	\$0.00			Net Sales	\$0.00
Royalty Due	\$0.00			Royalty Due	\$0.00

<b>Total Royalty Due</b>	<b>\$3.25</b>
--------------------------	---------------

**From:** Frank Jaksch <Frank.Jaksch@chromadex.com>  
**Sent:** Fri, 26 Dec 2014 18:34:33 +0000 (UTC)  
**To:** "Dan Alminana" <dan@elysiumhealth.com>  
**Cc:** Eric Marcotulli <eric@elysiumhealth.com>; Tom Varvaro<Tom.Varvaro@chromadex.com>; James Lee <JamesL@chromadex.com>  
**Subject:** RE: Q3 2014 Niagen Royalty Report  
**Start Time:** Fri, 26 Dec 2014 00:00:00 +0000 (UTC)

---

Dan,

In the future please send all royalty report to James Lee and copy Tom Varvaro, as below.

James Lee <JamesL@chromadex.com>

Tom Varvaro <Tom.Varvaro@chromadex.com>

Thanks.

Frank Jaksch  
Founder and CEO (OTCQX: CDXC)

10005 Muirlands Blvd., Suite G  
Irvine, CA 92618 USA

Tel: +1.949.419.0288  
Fax: +1.949.419.0294  
frank.jaksch@chromadex.com  
www.chromadex.com

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-----Original Message-----

From: Dan Alminana [mailto:dan@elysiumhealth.com]  
Sent: Friday, December 26, 2014 8:06 AM  
To: Frank Jaksch  
Cc: Eric Marcotulli  
Subject: Q3 2014 Niagen Royalty Report

Frank,

Please see attached report. I looked at the licensing agreement and did not see a specific mailbox to send this to. Please let us know who should be receiving these in the future.

Happy Holidays and New Year!

Best,  
Dan

# **Exhibit 70**



**From:** "Dan Alminana" <dan@elysiumhealth.com>  
**Sent:** Wed, 17 Jun 2015 17:40:35 +0000 (UTC)  
**To:** "jamesL@chromadex.com" <jamesL@chromadex.com>;  
"tom.varvaro@chromadex.com" <tom.varvaro@chromadex.com>  
**Cc:** Frank Jaksch <frank.jaksch@chromadex.com>; Mark  
Morris<MarkM@chromadex.com>; Eric Marcotulli <eric@elysiumhealth.com>  
**Subject:** Elysium Health: Q1 2015 NR Royalty Report  
**Attachments:** Niagen Q1 2015 Royalty Report.pdf

---

All,

Please see attached. A check has been cut in the amount of \$12,456.43.

Best regards,  
Dan

**Elysium Health  
Niagen Royalty Report  
Q1 2015**

Royalty Rate	5%				
January		February		March	
Gross Sales	\$0.00	Gross Sales	\$154,308.56	Gross Sales	\$113,989.42
less:		less:		less:	
Trade/Qty/Cash Discounts	\$0.00	Trade/Qty/Cash Discounts	\$0.00	Trade/Qty/Cash Discounts	\$0.00
Credits/Allowances/Refunds	\$0.00	Credits/Allowances/Refunds	\$407.86	Credits/Allowances/Refunds	\$683.97
Freight & Insurance Costs	\$0.00	Freight & Insurance Costs	\$5,478.54	Freight & Insurance Costs	\$4,188.16
Taxes	\$0.00	Taxes	\$5,028.11	Taxes	\$3,382.83
Net Sales	\$0.00	Net Sales	\$143,394.05	Net Sales	\$105,734.46
Royalty Due	\$0.00	Royalty Due	\$7,169.70	Royalty Due	\$5,286.72

<b>Total Royalty Due</b>	<b>\$12,456.43</b>
--------------------------	--------------------

Attention:  
James Lee [jamesl@chromadex.com](mailto:jamesl@chromadex.com)  
Tom Varvaro [tom.varvaro@chromadex.com](mailto:tom.varvaro@chromadex.com)

# **Exhibit 71**

**From:** "Dan Alminana" <dan@elysiumhealth.com>  
**Sent:** Sun, 27 Sep 2015 21:49:25 +0000 (UTC)  
**To:** Frank Jaksch <frank.jaksch@chromadex.com>; James Lee<JamesL@chromadex.com>;  
Tom Varvaro <Tom.Varvaro@chromadex.com>  
**Cc:** Eric Marcotulli <eric@elysiumhealth.com>; Mark Morris<MarkM@chromadex.com>  
**Subject:** Elysium Health: Q2 2015 NR Royalty Report  
**Attachments:** Niagen Q2 2015 Royalty Report.pdf

---

All,

Please see attached. A check has been cut in the amount of \$9,655.32. As you all know, we were out of stock for all by 3 weeks of this quarter due to the Tishcon manufacturing error. The sales you see here were predominantly "back orders" and some subscription renewals. Q3 numbers are looking much better given that we were back in business.

Best regards,  
Dan



**Elysium Health  
Niagen Royalty Report  
Q2 2015**

Royalty Rate	5%		
<b>April</b>		<b>May</b>	<b>June</b>
Gross Sales	\$93,763.14	Gross Sales	\$29,529.19
less:		less:	
Trade/Qty/Cash Discounts	\$0.00	Trade/Qty/Cash Discounts	\$0.00
Credits/Allowances/Refunds	\$517.00	Credits/Allowances/Refunds	\$1,858.50
Freight & Insurance Costs	\$2,645.67	Freight & Insurance Costs	\$113.17
Taxes	\$2,792.63	Taxes	\$913.05
Net Sales	\$87,807.84	Net Sales	\$26,644.47
Royalty Due	\$4,390.39	Royalty Due	\$1,332.22

<b>Total Royalty Due</b>	<b>\$9,655.32</b>
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Attention:  
James Lee [jamesl@chromadex.com](mailto:jamesl@chromadex.com)  
Tom Varvaro [tom.varvaro@chromadex.com](mailto:tom.varvaro@chromadex.com)

Gross Sales \$87,546.01  
less:  
Trade/Qty/Cash Discounts \$0.00  
Credits/Allowances/Refunds \$656.20  
Freight & Insurance Costs \$5,213.01  
Taxes \$3,022.78  
Net Sales \$78,654.02  
Royalty Due \$3,932.70

# **Exhibit 72**

**From:** Dan Alminana <dan@elysiumhealth.com>  
**Sent:** Thu, 17 Dec 2015 15:25:21 +0000 (UTC)  
**To:** James Lee <JamesL@chromadex.com>; Tom Varvaro <tom.varvaro@chromadex.com>  
**Cc:** Frank.Jaksch@chromadex.com; MarkM@chromadex.com; eric@elysiumhealth.com  
**Subject:** Elysium Health: Q3 2015 NR Royalty Report  
**Attachments:** Niagen Q3 2015 Royalty Report.pdf

---

All,

Please see attached. A check has been cut in the amount of \$22,650.08.

Happy holidays and thanks for the gift!

Best regards,  
Dan

**Elysium Health  
Niagen Royalty Report  
Q3 2015**

Royalty Rate	5%		
<b>July</b>		<b>August</b>	<b>September</b>
Gross Sales	\$106,961.43	Gross Sales	\$178,950.91
less:		less:	
Trade/Qty/Cash Discounts	\$0.00	Trade/Qty/Cash Discounts	\$0.00
Credits/Allowances/Refunds	\$156.25	Credits/Allowances/Refunds	\$435.80
Freight & Insurance Costs	\$4,253.42	Freight & Insurance Costs	\$3,187.57
Taxes	\$2,863.25	Taxes	\$4,808.38
Net Sales	\$99,688.51	Net Sales	\$170,519.16
Royalty Due	\$4,984.43	Royalty Due	\$8,525.96

<b>Total Royalty Due</b>	<b>\$22,650.08</b>
--------------------------	--------------------

Attention:  
James Lee [jamesl@chromadex.com](mailto:jamesl@chromadex.com)  
Tom Varvaro [tom.varvaro@chromadex.com](mailto:tom.varvaro@chromadex.com)



# **Exhibit 73**

**From:** Dan Alminana <dan@elysiumhealth.com>  
**Sent:** Wed, 23 Mar 2016 21:16:13 +0000 (UTC)  
**To:** James Lee <jamesL@chromadex.com>; Tom Varvaro <tom.varvaro@chromadex.com>  
**Cc:** Frank Jaksch <frank.jaksch@chromadex.com>; Troy Rhonemus <TroyR@chromadex.com>; Mark Morris <MarkM@chromadex.com>  
**Subject:** Niagen Q4 2015 Royalty Report  
**Attachments:** Niagen Q4 2015 Royalty Report.pdf

---

ChromaDex Team,

Attached you will find the Q4 royalty report. We will have a wire sent in the next couple of days.

Best,  
Dan

Elysium Health  
Niagen Royalty Report  
Q4 2015

Royalty Rate 5%

**October**

Gross Sales	\$323,573.67
less:	
Trade/Qty/Cash Discounts	\$0.00
Credits/Allowances/Refunds	\$1,547.05
Freight & Insurance Costs	\$9,480.01
Taxes	\$8,358.09
Net Sales	\$304,188.52
Royalty Due	\$15,209.43

**November**

Gross Sales	\$424,735.26
less:	
Trade/Qty/Cash Discounts	\$0.00
Credits/Allowances/Refunds	\$2,881.73
Freight & Insurance Costs	\$12,626.12
Taxes	\$10,423.20
Net Sales	\$398,804.21
Royalty Due	\$19,940.21

**December**

Gross Sales	\$431,707.16
less:	
Trade/Qty/Cash Discounts	\$0.00
Credits/Allowances/Refunds	\$3,819.80
Freight & Insurance Costs	\$18,017.67
Taxes	\$9,806.93
Net Sales	\$400,062.77
Royalty Due	\$20,003.14

<b>Total Royalty Due</b>	<b>\$55,152.77</b>
--------------------------	--------------------

Attention:

James Lee

Tom Varvaro

[jamesl@chromadex.com](mailto:jamesl@chromadex.com)

[tom.varvaro@chromadex.com](mailto:tom.varvaro@chromadex.com)

# **Exhibit 74**



**From:** James Lee <JamesL@chromadex.com>  
**Sent:** Mon, 27 Jun 2016 15:55:28 +0000 (UTC)  
**To:** Dan Alminana <dan@elysiumhealth.com>; Frank Jaksch<Frank.Jaksch@chromadex.com>; Tom Varvaro <Tom.Varvaro@chromadex.com>; "Troy Rhonemus" <TroyR@chromadex.com>; Mark Morris <MarkM@chromadex.com>  
**Cc:** "eric@elysiumhealth.com" <eric@elysiumhealth.com>  
**Subject:** RE: Q1 2016 Royalty Report  
**Attachments:** Niagen Q1 2016 Royalty Report.pdf

---

Hi Dan,

We are just wondering when we might expect your payment for the attached Q1 2016 royalty. Thanks!

Thanks,  
James Lee  
Controller

ChromaDex, Inc.  
10005 Muirlands Blvd., Suite G  
Irvine, CA 92618 USA

Gen: +1.949.419.0288  
Direct: +1.949.356.1577  
Fax: +1.949.600.8923  
JamesL@chromadex.com  
www.chromadex.com

#### CONFIDENTIALITY NOTICE

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-----Original Message-----

From: Dan Alminana [mailto:dan@elysiumhealth.com]  
Sent: Wednesday, April 13, 2016 11:20 AM  
To: Frank Jaksch <Frank.Jaksch@chromadex.com>; James Lee <JamesL@chromadex.com>; Tom Varvaro <Tom.Varvaro@chromadex.com>; Troy Rhonemus <TroyR@chromadex.com>; Mark Morris <MarkM@chromadex.com>  
Cc: eric@elysiumhealth.com  
Subject: Q1 2016 Royalty Report

ChromaDex Team,

As promised, here is the Q1 2016 Niagen royalty report. This should be pretty spot on, as we don't expect any substantive changes.

Please let us know if you have any questions.

Best,  
Dan

Elysium Health  
Niagen Royalty Report  
Q1 2016

Royalty Rate 5.5%

**January**

Gross Sales	\$736,131.56
less:	
Trade/Qty/Cash Discounts	\$0.00
Credits/Allowances/Refunds	\$4,810.38
Freight & Insurance Costs	\$30,356.36
Taxes	\$12,893.75
Net Sales	\$688,071.07
Royalty Due	\$37,843.91

**February**

Gross Sales	\$954,331.36
less:	
Trade/Qty/Cash Discounts	\$0.00
Credits/Allowances/Refunds	\$10,334.38
Freight & Insurance Costs	\$41,674.04
Taxes	\$16,138.75
Net Sales	\$886,184.19
Royalty Due	\$48,740.13

**March**

Gross Sales	\$1,252,522.39
less:	
Trade/Qty/Cash Discounts	\$0.00
Credits/Allowances/Refunds	\$11,008.93
Freight & Insurance Costs	\$50,250.12
Taxes	\$22,695.00
Net Sales	\$1,168,568.34
Royalty Due	\$64,271.26

<b>Total Royalty Due</b>	<b>\$150,855.30</b>
--------------------------	---------------------

Attention:

James Lee

Tom Varvaro

[jamesl@chromadex.com](mailto:jamesl@chromadex.com)

[tom.varvaro@chromadex.com](mailto:tom.varvaro@chromadex.com)

# **Exhibit 75**

Document Produced Natively



**Elysium Health  
Niagen Royalty Report  
Q2 2016**

Royalty Rate 5.5%

	<b>April</b>		<b>May</b>		<b>June</b>	
Gross Sales	\$1,515,124.44		\$1,605,663.56		Gross Sales	\$1,677,820.30
less:					less:	
Trade/Qty/Cash Discounts	\$0.00		\$0.00		Trade/Qty/Cash Discounts	\$0.00
Credits/Allowances/Refunds	\$17,314.77		\$21,239.99		Credits/Allowances/Refunds	\$24,250.79
Freight & Insurance Costs	\$54,559.27		\$60,099.62		Freight & Insurance Costs	\$72,774.36
Taxes	\$27,699.69		\$27,843.81		Taxes	\$32,071.01
Net Sales	\$1,415,550.71		\$1,496,480.14		Net Sales	\$1,548,724.15
Royalty Due	\$77,855.29		\$82,306.41		Royalty Due	\$85,179.83

<b>Total Royalty Due</b>	<b>\$245,341.52</b>
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Attention:  
James Lee [jamesl@chromadex.com](mailto:jamesl@chromadex.com)  
Tom Varvaro [tom.varvaro@chromadex.com](mailto:tom.varvaro@chromadex.com)

# **Exhibit 76**

## **SUPPLY AGREEMENT PROPOSAL**

<b>SUBMITTED BY:</b>	Collene Villalobos
<b>PARTY (include address and type of legal entity):</b>	Maac10 LLC 8461 Lake Worth Rd., Suite 439 Lake Worth, FL 33467
<b>INGREDIENT:</b>	Niagen
<b>PRICE and PAYMENT TERMS:</b>	\$1,200/kg Payment terms: TBD, may go through CMO
<b>MINIMUM QUANTITIES (orders, pack size, per serving amounts):</b>	MOQ: 20kg Pack sizes: 20kg 100mg/serving minimum
<b>TERRITORY:</b>	US
<b>CHANNEL OF DISTRIBUTION:</b>	Direct to consumer (online)
<b>EXCLUSIVITY:</b>	None
<b>PRODUCT:</b>	
<b>CHANNEL:</b>	
<b>TERRITORY:</b>	
<b>CLAIMS:</b>	
<b>MINIMUM QUANTITIES (required for exclusivity):</b>	
<b>EXCLUDED PRODUCT/CHANNEL</b>	Current agreements
<b>TERM (length of contract):</b>	Standard
<b>TERMINATION (how can be terminated):</b>	Standard
<b>TRADEMARK USAGE (mandatory or optional and whether there are serving size requirements for use of TM):</b>	Logo required 100mg/serving required
<b>ADDITIONAL OBLIGATIONS:</b>	
<b>REQUIREMENTS FOR EXECUTION (confirm requirements met):</b>	
<b>MARKET ANALYSIS (Y/N):</b>	
<b>CREDIT REVIEW (Y/N):</b>	
<b>DATE:</b>	4/15/16





# **Exhibit 77**

**Redacted Version of Document  
Proposed to be Filed Under Seal**

## **SUPPLY AGREEMENT**

THIS SUPPLY AGREEMENT (the "Agreement"), is made and entered into as of the last signature date set forth below (the "Effective Date") by and between Maac10 LLC a Florida limited liability company, with principal offices located at 8461 Lake Worth Road, Suite 439, Lake Worth, FL 33467 ("Buyer") and ChromaDex Inc., a California corporation with principal offices located at 10005 Muirlands, Blvd, Suite G, Irvine, CA 92618, USA ("Seller").

Comment [A1]: Please confirm

### **RECITALS**

WHEREAS, the Seller has developed a novel and proprietary ingredient Nicotinamide Riboside with the trade name NIAGEN® ("the Product").

WHEREAS, the Buyer desires to purchase the Product from Seller and Seller desires to sell Product to Buyer subject to the terms and conditions hereinafter described.

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

#### **1. Definitions.**

The following terms have the meanings specified below:

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

"Buyer" means the party executing this Agreement to purchase the Product, collectively with any affiliate of such party.

"Excluded Products" means topical skincare or cosmetic products, food or beverages, and any and all dietary supplements in the form of an energy shot or a melt (melting or dissolvable tablet or delivery system), the combination of NIAGEN® with Choline and/or Betaine and/or DMG (all forms), unless it is a multi-vitamin, the combination of NIAGEN® with collagen, the combination of NIAGEN® with pterostilbene, nano NIAGEN®, and Finished Products with "methyl donor" claims. Additional products may be added to this definition of Excluded Products at any time at the sole discretion of ChromaDex upon written notice."

"Excluded Field" means the Doctor Channel, the Multi-Level Marketing Channel, the Direct Response Channel and for dietary supplements, the following retailers or their applicable operating affiliates (each a "Retailer"): Costco Wholesale Corporation ("Costco"), Wal-Mart Stores, Inc. ("Walmart"), Walgreens Boots Alliance, Inc. ("Walgreens"), Meijer, Inc. ("Meijer"), Shopko Stores Operating Co., LLC ("Shopko"), Publix Super Market's, Inc. ("Publix"), Ahold U.S.A., Inc. ("Ahold"), QVC, Inc. ("QVC"), eVine Live, Inc. ("eVine"), HSNi, LLC ("HSN"), Target Corporation ("Target"), but excluding CVS locations in Target Stores, The Kroger Co. ("Krogers"), Wegmans Food Markets, Inc. ("Wegmans"), Ulta Salon, Cosmetics & Fragrance, Inc. ("Ulta"), Vitacost.com, Inc. ("VitaCost"), the "Doctor Channel" is defined herein as the sale of nutritional supplements through licensed healthcare practitioners. The "Multi-Level Marketing Channel" is defined herein as the sale of the Finished Products through a network of independent marketing representatives. The "Direct Response Channel" is defined herein as the marketing and advertising of the Finished Product through direct response television and radio advertisements of any length or format intended to reach one or more potential consumers

asking such consumers to purchase from or respond directly to Buyer or Buyer's agents via a website, telephone number or other medium to purchase the Finished Products. Additional channels may be added to this definition of Excluded Field at any time at the sole discretion of ChromaDex upon written notice.

"Finished Products" shall mean the Buyer's finished dietary supplement products containing a minimum of 100mg of the Product per serving.

"Good Manufacturing Practices" shall mean current and any future good manufacturing practices and quality system regulations set forth by any Regulatory Authority of a country in which the Finished Products shall be manufactured or sold, and if the Product is manufactured outside of the Territory, the current and any future good manufacturing practices and quality system regulations in the country in which the Product is manufactured.

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

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

"Territory" shall mean online retail in the United States.

## **2. Ordering, Purchase Price and Payment.**

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

2.2 Purchase Price and Payment. The purchase price for the Product shall be one thousand, two hundred United States dollars (\$1,200.00 USD) per kilogram (the "Price"). Payment shall be made via wire to Seller within thirty (30) days of date of invoice; provided, however, Seller reserves the right to modify such credit terms in its commercially reasonable discretion. Failure to make prompt and full payment hereunder constitutes a material breach of the Agreement.

Comment [A2]: TBD

## **3. Obligations.**

3.1 Seller shall supply Product to Buyer and Buyer shall purchase Product exclusively from Seller and only market and sell Finished Product in the Territory. Buyer shall not sell Finished Product in the Excluded Field and shall not sell Excluded Products.

3.2 Finished Product must contain a minimum of 100mg of Product per serving.

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

3.4 For U.S. distribution, on or in labels, packaging, advertising, promotional materials or Internet communications for Buyer's Finished Product, Buyer will only make claims that are substantiated by competent and reliable scientific evidence, and are in compliance with all applicable laws, rules, and regulations. Buyer may not use, in labeling, advertising, promotion or otherwise: (a) any statements or quotations made by or attributed to any investigator who has conducted clinical studies on the Product, or (b) any photographs or other images of such investigators, without (i) the prior written consent of such investigators and the institutions at which such studies were conducted, and (ii) 20 days notification to Seller of such written consent prior to any such use. Buyer will not misrepresent on product labels the amount, quantity or level of the Product contained



in the Finished Product. Buyer hereby guarantees compliance with the requirements of this Section 3, specifically including compliance with current Good Manufacturing Practices as set forth in 21 CFR section 111 and other relevant rules, regulations, statutes, and laws. In the event that current labeling, packaging or formulations of the Finished Product do not comply with the requirements of this Section 3, Buyer will immediately rectify all nonconforming Finished Product in a manner acceptable to Seller or Seller reserves the right to immediately terminate this Agreement.

**3.5 Patent Marking.** During the Term, Buyer will ensure proper patent marking on all Finished Product. All Finished Product shall be marked as follows:

“Patent: See [www.ChromaDexPatents.com](http://www.ChromaDexPatents.com)”

**4. Taxes and Import Duties.** The price of the Product specified does not include federal taxes, state or local sales taxes, use taxes, occupational taxes or import duties. Unless prohibited by law, Buyer is responsible for and shall pay all applicable sales, use, occupational, excise, value added or other similar taxes or import duties applicable to the manufacture, sale, price, delivery or use of the Products provided by Seller, or in lieu thereof, Buyer shall provide Seller with a tax-exemption certificate acceptable to and considered valid by the applicable taxing authorities.

**5. Delivery and Risk of Loss.** All sales are FOB/FCA Seller’s U.S. dock. Risk of loss, destruction of or damage to the Product shall be Seller’s until delivery of the Product to a common carrier at Seller’s U.S. dock. Thereafter, title shall pass to Buyer and Buyer shall be fully responsible, and shall hold Seller harmless, for and assume all risk of loss, destruction of or damage to the Product. Loss or damage to the Product after risk of loss has passed to Buyer will not release or excuse Buyer from its obligations under this Agreement to Seller, including the obligation to make full payment of the purchase price. Seller reserves the right to pack or ship orders in the most economical manner, provided that this does not result in increased risk of loss of the Product. However, where Buyer requests special packaging or shipping, any additional cost will be billed to and be the responsibility of Buyer. Buyer acknowledges that Seller cannot accept returns, unless they do not meet the applicable specifications or are otherwise defective.

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

**7. Rejection and Revocation of Acceptance.** Any rejection or revocation of acceptance of Product by Buyer must be made within thirty (30) days of delivery of Product and any attempted rejection or revocation of acceptance of such Product made thereafter shall be null and void unless agreed to in writing by Seller. Failure to make a claim within such period shall be conclusive evidence that the Product was satisfactory in all respects and supplied in accordance with ordered specifications. Each shipment hereunder is to be regarded as a separate and independent sale. Seller’s weights and analysis shall govern and control.

**8. Term and Termination.**

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

**8.2 Termination.** This Agreement may be terminated by: (i) any Party upon thirty (30) days prior written notice; (ii) a Party immediately upon the giving of notice if the other Party files a petition for bankruptcy, is adjudicated bankrupt, takes advantage of the insolvency laws of any state, territory or country, or has a receiver, trustee, or other court officer appointed for its property; or, (iii) a Party if an event of Force Majeure (as described in Section 13 of this Agreement) with respect to the other Party shall have continued for ninety (90) days or is reasonably expected to continue for more than one hundred eighty (180) days.



**9. LIMITED WARRANTY AND DISCLAIMER OF ALL OTHER WARRANTIES.**

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

**10. LIMITATION OF LIABILITY.**

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

**11. Intellectual Property Rights.** The sale of Product covered by this Agreement shall not confer upon Buyer any license or right under any patents, trade secrets or other proprietary information owned or controlled by Seller, or the right to otherwise utilize such proprietary information, it being specifically understood and agreed that all such rights are reserved to Seller. Buyer agrees use the Product trademark NIAGEN® in accordance with the Trademark License Agreement that shall be executed by the Parties prior to the sale or marketing of Finished Product with the NIAGEN® trademark.

**12. Waiver and Severability.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. If any term, covenant, warranty, remedy or



condition of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held or deemed invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or provision, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or provision of this Agreement shall be deemed valid and enforced to the fullest extent permitted by law.

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

**14. Indemnification and Insurance.**

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

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

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

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

**16. Assignment and Modification.** The rights and obligations of Buyer under this Agreement shall not be assignable without the prior written consent of Seller. This Agreement shall not be modified, altered or amended in any respect except by a writing signed by the parties. Any variation, modification or addition to the terms set forth in this Agreement shall be considered a material modification and shall not be considered part of this Agreement.

**17. Governing Law.** This Agreement and all claims and causes of action shall be governed by and subject to the internal laws (exclusive of the conflicts of law provisions) and decisions of the courts of the State of California. The sole and exclusive venue for all claims and causes of action between the parties shall be the state or federal court located in Orange County, California.

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

If to Seller:

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

If to Buyer:

Maac10 LLC  
8461 Lake Worth Road, Suite 439  
Lake Worth, FL 33467  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Comment [A3]: Please complete

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

**19. Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, whether actual original or a copy, and all of which shall constitute one and the same instrument.

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

Buyer <b>Maac10 LLC</b>	Seller <b>ChromaDex, Inc.</b>
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



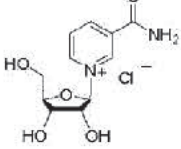
EXHIBIT A - Product Specification



NIAGEN



Customer Specification

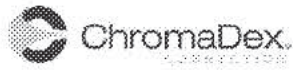
PRODUCT NAME	Niagen®	<b>Structure</b> 
PART NUMBER	ASB-00014315	
GRADE	Dietary Ingredient	
DOCUMENT NUMBER	200-CD-5.1-000598-C	
DATE	09/18/2015	
DOCUMENT REVISION	5.1	

CHEMICAL NAMES	$\beta$ -Nicotinamide Riboside Chloride; 3-(Aminocarbonyl)-1- $\beta$ -D-ribofuranosyl-pyridinium chloride (1:1)
CHEMICAL FORMULA	$C_{11}H_{16}N_2O_5 \cdot Cl$
MOLECULAR WEIGHT (MW)	290.70
CHEMICAL FAMILY	Vitamin Derivatives
CAS NUMBER	[23111-00-4]
SOURCE	Synthetic
RE-TEST DATE	2 years from date of manufacture

10005 Muirlands Blvd., Suite G., Irvine, CA 92618 | Tel: 949.419.0288 | Fax: 949.419.0294

[ingredients@chromadex.com](mailto:ingredients@chromadex.com) | [www.chromadex.com](http://www.chromadex.com)

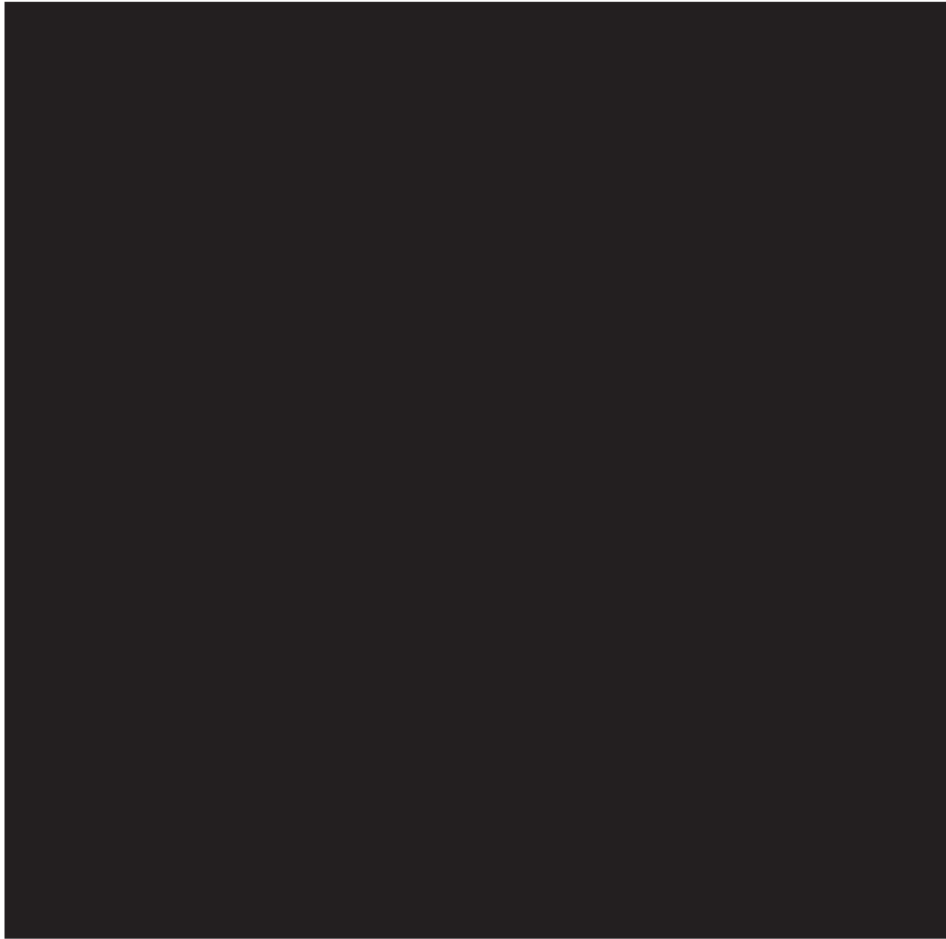




NIAGEN



## Customer Specification



10005 Mulholland Blvd., Suite G, Irvine, CA 92618 | Tel: 949.419.0288 | Fax: 949.419.0294  
[ingredients@chromadex.com](mailto:ingredients@chromadex.com) | [www.chromadex.com](http://www.chromadex.com)

# **Exhibit 78**



September 12, 2016

Headley Lee  
Maac10 LLC  
8461 Lake Worth Road, Suite 439  
Lake Worth, FL 33467

*Sent via email: [hlee@maac10.com](mailto:hlee@maac10.com);  
[hlee@cybernation.net](mailto:hlee@cybernation.net); [ksuarez@maac10.com](mailto:ksuarez@maac10.com)*

Dear Headley:

As we discussed, as a result of other exclusive supply agreements ChromaDex has entered into for its proprietary ingredient, NIAGEN<sup>®</sup>, it is necessary for ChromaDex to amend the definition of "Excluded Products" in the draft Supply Agreement sent to Maac10 LLC in April 2016.

The new definition of Excluded Products needs to be as follows:

"Excluded Products" means topical skincare or cosmetic products, foods or beverages, and any and all dietary supplements in the form of an energy shot, the combination of NIAGEN<sup>®</sup> with Choline and/or Betaine and/or DMG (all forms), unless it is a multi-vitamin, the combination of NIAGEN<sup>®</sup> with collagen, the combination of NIAGEN<sup>®</sup> with pterostilbene and/or resveratrol and/or PUREENERGY<sup>®</sup>, the combination of NIAGEN<sup>®</sup> with ketones, nano NIAGEN<sup>®</sup>, and Finished Products with "methyl donor" claims. Additional products may be added to this definition of Excluded Products at any time at the sole discretion of ChromaDex upon written notice."

ChromaDex understands you may already have product produced that contains NIAGEN<sup>®</sup> and Pterostilbene and will allow you to sell through all of your current inventory. However, at this time please, halt any further formulation or production of such Finished Products. Please advise when you expect to have sold through all of your inventory. We are more than willing to work with you to make this transition as painless as possible.

ChromaDex also understands you may already have product produced that contains NIAGEN<sup>®</sup> and resveratrol. We currently are working through a dispute with another party that may result in the need to have you discontinue this combination as well. We will have a conclusion to this dispute shortly.

ChromaDex sincerely values you as a customer and we greatly appreciate your understanding and cooperation with respect to this matter.

Best regards,

Will Black  
VP Sales & Marketing

# **Exhibit 79**

**Redacted Version of Document  
Proposed to be Filed Under Seal**



**From:** ChromaDex Customer Service <customersvc@chromadex.com>  
**Sent:** Wed, 7 Dec 2016 00:43:59 +0000 (UTC)  
**To:** "hlee@maac10.com" <hlee@maac10.com>  
**Cc:** John Mai <JohnM@chromadex.com>; Celine Norman <celinen@chromadex.com>  
**Subject:** ChromaDex Order Confirmation for your PO VERBAL CRM:0017716  
**Attachments:** ORD91103.PDF

---

**NOTICE TO ALL CUSTOMERS! OUR REMITTANCE INFORMATION HAS CHANGED!**

Checks mailed via US Postal Service should be sent to:

ChromaDex, Inc.  
PO Box 74008588  
Chicago, IL 60674-7400

Checks sent via Overnight Courier Service should be sent to:

Bank of America Lockbox Services  
ChromaDex, Inc. 74008588  
540 W. Madison, 4th Floor  
Chicago, IL 60661

WIRES/ACH Payments should be sent to:

Bridge Bank, a division of Western Alliance Bank  
ABA or Routing number: 121143260  
Account number: 5502891376  
For Credit to: ChromaDex, Inc.  
10005 Muirlands Blvd, Suite G  
Irvine, CA 92618

We have upgraded our website capabilities to better serve you. The refreshed site enables you to place reference standards orders and analytical testing requests online, 24/7.

Though you will still have access to your dedicated service representative, we ask all customers to transition to the online order placement system by December 31, 2016. Please visit [www.chromadex.com](http://www.chromadex.com) to place your order today.

Thank you for placing your order with ChromaDex Inc.

Please review this order confirmation and notify us if it is incorrect. If you have any questions, please contact your technical sales representative.

All work is subject to our Standard Terms and Conditions for the Purchase and Sale of ChromaDex Products and/or Services, a copy of which has been provided to Company and is incorporated herein by this reference.

We are very interested in your feedback on ChromaDex reference standards, analytical testing and customer service. Please take a moment to share your thoughts with us by emailing [customersvc@chromadex.com](mailto:customersvc@chromadex.com).

ChromaDex Inc.  
10005 Muirlands Ste.G  
Irvine, CA 92618 U.S.A  
Phone: 949-419-0288  
Fax: 949-600-9741

CONFIDENTIALITY NOTICE

This e-mail is the property of ChromaDex Inc. and/or its relevant affiliates and contains confidential and privileged material for the sole use of the intended recipient (s). Any review, use, distribution or disclosure by or to others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient) , please contact the sender at 949-419-0288 or reply to ChromaDex Inc. at [webmaster@chromadex.com](mailto:webmaster@chromadex.com) and delete all copies of the message.



Remit Payment To:  
ChromaDex, Inc.  
PO Box 74008588  
Chicago, IL 60674-7400

CDXCA 00121741

# **Exhibit 80**



**From:** Charles Brenner <charlesbrenner@mac.com>  
**Sent:** Mon, 18 Jan 2016 15:43:16 +0000 (UTC)  
**To:** rob@friedfilms.com  
**Subject:** Fwd: Healthspan Website Copy for Review  
**Attachments:** NR Copy Deck V3.docx;Untitled attachment 40659.html

---

hi Rob,

I am preparing for two seminars in Dayton this week while Canto lab and our lab try to get two papers submitted to Nature Comm. I briefly scanned the copy and would like to review it more carefully before it goes live.

The major critique is a distinction between pre-clinical and clinical research. Almost all of what is cited is pre-clinical. The clinical piece is in one of the two Nature Comm manuscripts. Yes, we can refer to NR elevating NAD in people but that's not in a peer reviewed publication yet.

I am getting reminder emails at least weekly now to update University of Iowa conflict of interest disclosures. My dean will have to approve terms I am offered as a Healthspan co-founder. The term sheet I am looking for should say that my role is to consult and advise Heathspan on the science of nicotinamide riboside, that my consultation services will not exceed some number of hours per week, and that my compensation is whatever it is (and I understand the idea is to be part ownership rather than cash). If someone from your group can send this to me in draft form, I can get it approved and will be able to help you launch the website.

The university will likely add that I am not to use university resources and it's always good for me to see that if there is to be travel and/or extensive meetings, then expenses and possibly time is compensated.

Charlie

Begin forwarded message:

**From:** Cheryl Romano <sellcopy@gmail.com>  
**Subject:** Healthspan Website Copy for Review  
**Date:** January 18, 2016 at 9:18:47 AM CST  
**To:** "Brenner, Charles M" <charlesbrenner@mac.com>, Heather Van Blarcom <HeatherV@chromadex.com>  
**Cc:** Charmaine Lacewell <charmainelacewell@gmail.com>

Hi, Charlie and Heather:

Hope your new years are going well. Attached please find the NR Copy Deck for your review. It reflects Rob's initial review.

We have a couple of items TBD, (highlighted in yellow), mostly on the Order page. Otherwise, we're fairly complete.

Heather--on the last page, I've indicated where our Disclaimer might go; there's a link to how Live Cell Research handles this. Also TBD is how we'll handle Privacy Policy, Terms of Use. Thoughts on these?

Thanks,  
Cheryl

--

*Cheryl Romano*

3650 N. Valley View Dr.

Prescott Valley AZ 86314

928.458.9507 (cell) 928.772.1949 (land)

[SellCopy@gmail.com](mailto:SellCopy@gmail.com)

**Project:** NR Website Copy Deck  
**Date:** January 15, 2016  
**Version:** 3

---

***[Upper Nav Bar Tabs:]***

**Home      About NR      Niagen Research      Your NR Team      Order NR**  
**Find Out More      FAQs**

**0.0 Home Page**

**Head:      Don't fight time: use it!**  
**Let NR (NIAGEN®) put time on your side**

**Copy:**

No one wants to get old, but we all want to live long lives... not being sick, but enjoying vibrant health... doing the things we love, having the energy and vitality to be our best, look our best, day after beautiful day.

That's why the buzz is growing over NR (nicotinamide riboside), a form of Vitamin B3 that's changing how we look at aging and ill health. While no one can turn back time, scientists from the most prestigious labs in the world are discovering that NR may help restore optimal health, right down to the level of our cells.

**Subhead:      Anti-aging, pro-health: pro-you**

We age because our cells age: they get less efficient at turning nutrients into energy, less able to keep our bodies strong and disease-resistant. But imagine a naturally-occurring vitamin that could actually help make cells "younger". That's what clinical research has shown about NR: this remarkable ingredient can help improve cellular health, energy and muscle endurance, help protect the heart and nerves, protect against weight gain on a high-fat diet, and much more. [Link to 2.1](#)

Why wait another minute to experience NR for yourself? If time is leaving its mark on you, don't fight it—use it! Order NR now. [Link to 4.0](#)

The science behind NR: take a look. [Link to 2.1](#)

## 1.0 About NR

Head: **Beautiful news about aging**

Copy:

Aging takes a toll on both health and appearance. Our metabolism slows, our energy fades, sleep may be elusive, our muscle strength and skin tone decline... sound familiar?

Meanwhile, inside our bodies, a host of age-related health issues may be taking hold. There's no "magic bullet" against ailments involving the heart, brain, blood sugar and metabolism... but what if there was something that could help? Something that might increase not just your lifespan, but your *healthspan* (the years you enjoy living in health)?

That "something" could be NR. NR is NIAGEN®, the first and only commercially-available, patented form of nicotinamide riboside, a naturally-occurring compound. While there are tiny amounts of NR in several foods—like milk—no food provides significant levels of NR.

NIAGEN® has two important "pedigrees" in the field of nutritional supplements:

- NIAGEN® has achieved status as a New Dietary Ingredient by the Food and Drug Administration.
- NIAGEN® has achieved GRAS (Generally Recognized As Safe) status by an independent scientific panel.

Subhead: **Your NR: from the company that pioneered NIAGEN®**

Copy:

Your NR isn't just another supplement: it comes right from the company that pioneered and patented NIAGEN®. ChromaDex, Inc. holds the worldwide patents on this branded nicotinamide riboside. [Link to 3.0](#)

ProHealthspan is the official partner of ChromaDex, so you know you're getting the real thing... the licensed, patented NIAGEN® that's kicking up big excitement in the fields of health and anti-aging.



## 1.1 Anti-aging Science: How NR Works

Head: **“NAD<sup>+</sup>”: Healthy cells, a healthier you**

Copy:

Here’s a term you’ll be hearing more about as NIAGEN<sup>®</sup> becomes a hot topic: NAD<sup>+</sup>.

NAD<sup>+</sup> is a coenzyme, or metabolite, meaning a substance that’s produced by the process of metabolism. It plays a key role in cell function within the “powerhouses of the cell”—the mitochondria.

Mitochondria are critically important in converting nutrients like fats, proteins and carbohydrates into energy. What’s more, research is uncovering the broader role that mitochondria play in protecting us against a wide range of health problems.

***Mitochondria also play an important part in the aging process.***

NAD<sup>+</sup> is found in every cell of the human body—it’s found in all living cells, period. As times goes on, our bodies produce less NAD<sup>+</sup>, so our mitochondria don’t work as well, and our cells “age”. Without NAD<sup>+</sup> our cells die... and so do we.

In other words, a deficiency in NAD<sup>+</sup> is one of the main causes of cellular aging and breakdown, causing us to get “old” and fall prey to disease.

**NR (NIAGEN<sup>®</sup>) is shown to boost production of NAD<sup>+</sup>.**

Subhead: **Reverse aging by boosting NAD<sup>+</sup>?**

If we boost NAD<sup>+</sup>, could we reverse aging? That was the bombshell question posed in a 2013 study by Dr. David Sinclair of Harvard Medical School. He found that injecting two-year-old mice with NAD<sup>+</sup> restored their cells and muscle tissues to those of six-month-old mice—in just one week. Find out more on NAD<sup>+</sup> research.

[Link to 2.0](#)

Scientists like Dr. Sinclair are discovering that by increasing NAD<sup>+</sup>, we may also increase longevity, as well as bring health improvements in these areas:

- Diabetes
- Neuropathy (weak, painful nerves)
- Alzheimer’s disease
- Fatty liver disease
- Mitochondrial health

- Muscle endurance
- Inflammation linked to obesity
- Asthma
- Rheumatoid arthritis
- Atherosclerosis (hardening of the arteries)
- Activation of sirtuins (a class of proteins linked to longevity)
- Protection against weight gain on a high-fat diet
- Protection against oxidative stress (cell damage from unstable molecules called “free radicals”)

You may not remember exactly what NAD<sup>+</sup> is, but you'll want to **remember that NR is shown to boost production of NAD<sup>+</sup>** in the blood—safely and efficiently, with no side effects.

[Link to 1.2](#)

All the research points to this: higher levels of NAD<sup>+</sup> may mean a healthier, more vibrant you.

## 1.2 Why trust NR

Head: **NR: Patented, tested, found safe**

Copy:

The patented form of NIAGEN<sup>®</sup> in your NR comes right from the company that pioneered NIAGEN<sup>®</sup>: ChromaDex, Inc.

[Link to 3.0](#)

And, the company that brings you your NR is ProHealthspan, the official partner of ChromaDex. So you know you're getting the licensed, patented NIAGEN<sup>®</sup> that's making headlines in health and anti-aging.

NIAGEN<sup>®</sup> has two important “pedigrees” in the field of nutritional supplements:

- NIAGEN<sup>®</sup> has achieved status as a New Dietary Ingredient by the Food and Drug Administration.
- NIAGEN<sup>®</sup> has achieved GRAS (Generally Recognized As Safe) status by an independent scientific panel.

Another big reason to trust NR (NIAGEN<sup>®</sup>): research from 2015 affirms its safety. The first human clinical study of NIAGEN<sup>®</sup> showed not just that NR can boost levels of NAD<sup>+</sup> in healthy human volunteers (which has landmark importance, of course). The study also

revealed no safety issues with NR, which is consistent with the safety results demonstrated in many other studies. View the full report [here](#).

Link to  
<http://investors.chromadex.com/phoenix.zhtml?c=212121&p=irol-newsArticle&ID=2015560>

But there are still more reasons you can trust NR: every bottle has to meet the highest standards of potency, purity and third-party certification.

Your NR is manufactured under CGMP (Current Good Manufacturing Practice) regulations, enforced by the Food and Drug Administration. And, your NR is also certified by the NSF, a leading independent public health and safety organization.



## 2.0 Niagen Research

Head: **The science behind our breakthrough supplement**

Copy:

NIAGEN®, the naturally-occurring vitamin in NR, has been clinically shown to help with anti-aging, energy, brain function, heart health... even weight loss. That's what respected scientists have discovered, and their research is mounting.

In labs from Harvard to M.I.T., from the University of Iowa to Washington University, from Dartmouth College to Cornell University, prominent researchers in some of the world's most prestigious colleges and universities have studied how NIAGEN® affects the very building blocks of life: cells.

Whether they're biochemists or neuroscientists, specialists in aging or heart health, the experts are reaching similar conclusions:

**NR (NIAGEN®) has life-changing potential.** Share the findings [here](#).

Link to 2.1



## 2.1 Niagen Clinical Studies & Reports

Head: **Share what science has discovered**

Copy:

Step into the “lab”—click the links here to see almost two dozen scientific journal articles and papers on NIAGEN®, a naturally-occurring form of Vitamin B3. This documented research is the basis of NR; it’s why we’re so excited about how it may promote optimized health for you.

Since the language of clinical reports can be very technical, we’ve provided some “plain English” summaries of each one. You’ll see the term “NAD+” in many of the summaries. NAD+ is a coenzyme found in all living cells. Scientists know that a deficiency in NAD+ (a form of Nicotinamide Adenine Dinucleotide) is one of the main causes of cellular aging and breakdown. ***In study after study, Niagen has been shown to boost levels of NAD+.***

To get the latest on NIAGEN® research, just sign up for our updates.

[Link to 5.1](#)



**ChromaDex** The first human clinical study on Niagen, conducted in the laboratory of Charles Brenner, Ph.D., University of Iowa, confirms NR’s effectiveness and safety in boosting levels of NAD+ after a single dose. Dr. Brenner, while at Dartmouth College, discovered NR and its role in NAD+ in 2004. (Dr. Brenner is a co-founder of Healthspan Research, and scientific consultant to the NR product team—see his bio here.)

[Link to 3.0](#)

Read more:

Link to  
<http://investors.chromadex.com/phoenix.zhtml?c=212121&p=irol-newsArticle&ID=2015560>



NR (Nicotinamide Riboside) may reduce inflammation linked to obesity. It may also reduce the risk of diseases linked to obesity-triggered inflammation, such as asthma, type 2 diabetes, rheumatoid arthritis and hardening of the arteries..

Read more:

Link to  
<http://www.jci.org/articles/view/83260>





Raising NAD<sup>+</sup> levels in old mice restores mitochondrial function (energy production) to that of a young mouse. Suggests that the decline of mitochondrial function with age is reversible.

[Read more:](#)

Link to  
<http://www.cell.com/cell/abstract/S0092-8674%2813%2901521-3?returnURL=http%3A%2F%2Flinkinghub.elsevier.com%2Fretrieve%2Fpii%2FS0092867413015213%3Fshowall%3Dtrue>



NAD<sup>+</sup> levels decline with age, and may bring on many age-related diseases, such as Alzheimer's and Parkinson's. Increasing NAD<sup>+</sup> levels may counteract this process and be an effective anti-aging approach.

[Read more:](#)

Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/24786309>



Supplementation with NR led to marked improvement of mitochondrial disease (a chronic, genetic disorder in which cells produce insufficient energy) among mice. There is potential benefit for humans.

[Read more:](#)

Link to  
<http://www.ncbi.nlm.nih.gov/pmc/articles/PMC4051987/>



NR supplementation in mammal cells and mouse tissues increases NAD<sup>+</sup> levels, protects against obesity caused by a high-fat diet, and improves energy production.

[Read more:](#)

Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/22682224>

## EMBO Molecular Medicine

NR effectively delayed early- and late-stage progression of mitochondrial myopathy (muscle disease involving cells' energy production) in mice. The treatment is called "promising."

Read more:

Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/24711540>

## NEUROBIOLOGY of AGING

NR treatment restored cognition (thinking) among mice with Alzheimer's disease; researchers say their work indicates that NR treatment might help humans with the disease.

Read more:

Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/23312803>

## *The Journal of Neuroscience*

A type of cell damage that occurs with many neurodegenerative conditions such as stroke and glaucoma might be prevented by stimulating NAD pathways.

Read more:

Link to  
<http://www.jneurosci.org/content/26/33/8484.long>

## Cell Metabolism

Increasing NAD<sup>+</sup> levels reduced the symptoms of Type 2 diabetes (associated with both age and diet) in mice.

Read more:

Link to  
[http://www.cell.com/cell-metabolism/abstract/S1550-4131%2811%2900346-9?\\_returnURL=http%3A%2F%2Flinkinghub.elsevier.com%2Fretrieve%2Fpii%2FS1550413111003469%3Fshowall%3Dtrue](http://www.cell.com/cell-metabolism/abstract/S1550-4131%2811%2900346-9?_returnURL=http%3A%2F%2Flinkinghub.elsevier.com%2Fretrieve%2Fpii%2FS1550413111003469%3Fshowall%3Dtrue)



NR is essential for extending lifespan through calorie restriction and stress resistance in yeast.

Read more:

Link to  
<http://www.jbc.org/content/284/25/17110.long>



NR raises NAD<sup>+</sup> levels and extends the replicative lifespan in yeast.

Read more:

Link to  
<http://www.jbc.org/content/284/1/158.long>



NR led to the identification of new pathways to NAD<sup>+</sup> in yeast,

Read more:

Link to  
<http://journals.plos.org/plosbiology/article?id=10.1371/journal.pbio.0050263>



Even without calorie restriction, NR elevates NAD and extends lifespan in yeast.

Read more:

Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/17482543>



NR was discovered as a nutrient in milk, suggesting that it's a useful compound for raising NAD<sup>+</sup> levels in humans.

Read more:

Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/15137942>



NAD<sup>+</sup> levels are reduced in aged mice and worms. Restoring NAD<sup>+</sup> prevents age-associated decline and promotes longevity in worms.

Read more:

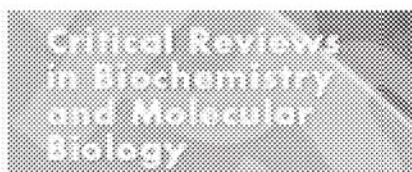
Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/23870130>



NAD<sup>+</sup> levels have been identified as having a pivotal role in controlling whole-body metabolic homeostasis (balance).

Read more:

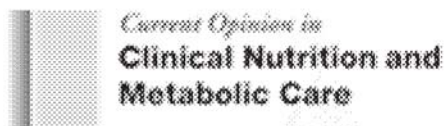
Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/22345172>



Boosting NAD levels is a powerful way to activate sirtuins (a class of proteins related to longevity) as a potential therapy for diseases related to age.

Read more:

Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/23742622>



NR, a source of Vitamin B<sub>3</sub>, has potent effects in insulin sensitivity, enhancing exercise, resisting negative results of a high-fat diet, and protecting nerves.

Read more:

Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/24071780>





NR may be the only vitamin precursor (a substance that converts to a vitamin) that supports production of NAD<sup>+</sup> by nerve cells

[Read more:](#)

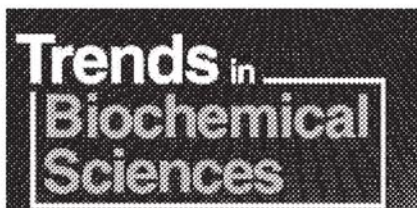
Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/18429699>



Discusses the many emerging ways that NR may be used to treat human disorders and infections, including the role of NAD<sup>+</sup> metabolism in lifespan.

[Read more:](#)

Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/18165311>



Discusses longevity research about NAD<sup>+</sup>, and NR's possible advantages to raise NAD<sup>+</sup> levels without producing unpleasant side effects.

[Read more:](#)

Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/17161604>



Raising NAD<sup>+</sup> levels with NR improves muscular dystrophy (progressive weakness and loss of muscle mass) in zebrafish.

[Read more:](#)

Link to  
<http://www.ncbi.nlm.nih.gov/pubmed/23109907>

### 3.0 Your NR Team



**Robert N. Fried, M.B.A., Healthspan Co-Founder**

A high-level media and business executive, Rob has personally followed the science of anti-aging for 20 years. He is a Board member of ChromaDex, Inc., the company that holds the worldwide patents on Niagen.

Rob has led globe-spanning corporations in data fusion and special purpose acquisition, but is perhaps best known for his work in Hollywood: He is an Academy Award-winning producer whose credits include *Rudy*, *Collateral*, and *Godzilla*. Rob has held executive positions with Columbia Pictures and Twentieth Century Fox.

He is the founder and CEO of Feeln, a subscription streaming video service, which was acquired by Hallmark Cards Inc. in 2012. Since then, he manages digital businesses for Hallmark including Feeln, Hallmark e-cards, and Hallmark Print on Demand.

Rob and his wife, actress Nancy Travis, have two sons.

Rob holds an M.S. from Cornell University and an M.B.A. from the Columbia University Graduate School of Business.



**Charles Brenner, Ph.D., Healthspan Co-Founder**

Dr. Brenner, the Roy J. Carver Chair of Biochemistry and Professor of Internal Medicine at the University of Iowa, is a giant in the world of Niagen. In 2004, while on faculty at Dartmouth College, he discovered that nicotinamide riboside (NR) is a direct precursor (a substance that converts to a vitamin) of NAD<sup>+</sup>. NAD<sup>+</sup> (a form of nicotinamide adenine dinucleotide) is a naturally-produced compound, or co-enzyme.

Maintaining sufficient levels of NAD<sup>+</sup> is key to cellular energy and optimal functioning of mitochondria, the “energy engines” of human cells. A deficiency in NAD<sup>+</sup> is one of the main causes of cellular aging and breakdown.

Dr. Brenner’s breakthrough discovery triggered the anti-aging research that is shaking the world of health and wellness: NR is proven to boost levels of NAD<sup>+</sup>. The results are changing what we know about human healthspan: living longer in good health.

Dr. Brenner holds a B.A. in biology from Wesleyan University and a Ph.D. in cancer biology from Stanford University.



**Erin M. Swick, J.D., Healthspan Counsel**

Erin is an associate in the Corporate practice division, Fort Lauderdale, FL office of Ackerman LLP, a leading transactions and trial law firm. Her experience includes mergers, acquisitions and private equity investments.



A member of the Florida Bar Association, she earned her J.D. degree from the University of Florida Levin College of Law. Erin also holds a M.S. degree from the University of Florida in Business Administration, and a B.S. degree from the University of Florida in psychology.



**ChromaDex**

Healthspan Research is pleased to be the Official Partner of ChromaDex in offering NR. ChromaDex is a leading natural products company that offers science-based solutions to nutritional supplement, food and beverage, animal health, cosmetic and pharmaceutical industries. ChromaDex's NIAGEN® is the only commercially-available form of nicotinamide riboside (NR) and is supported by five patents (several more are pending).

The company's commitment to scientific progress is rock-solid: the head of ChromaDex's Scientific Advisory Board is Dr. Roger Kornberg, a Nobel Prize-winner who is Professor of Structural Biology at Stanford Medical School.



**Rachel Farabaugh, Healthspan Creative Director**

A trained artist and graphic designer, Rachel is also an entrepreneur who has launched several creative enterprises over the past 10 years. Her design skills are reflected in the website and product branding for Healthspan Research. Rachel's professional portfolio includes book illustrations, photography and apparel design.





**Charmaine Lacewell, Healthspan Project Manager**

A professional organizer with a background in fashion and retail, Charmaine manages Healthspan Research's media and customer service. She holds an Associate's degree from the Fashion Institute of Design & Merchandising, and a B.A. in Communication from Arizona State University.



**Cheryl Romano, Healthspan Content Developer**

A writer with a focus on consumer health communications, Cheryl has developed online and print content for such companies as *Prevention* Health Books, Novartis, Pfizer and more. Her credentials also include award-winning promotion and advertising for HBO and American Express.

**4.0 Order NR**

Head: **Don't wait to put time on your side: order NR today**

Copy:

Feeling good, looking good starts in our cells—and that's just where NR goes to work.

So why wait? Put the patented NIAGEN® in NR to work for your own vibrant health.

Order and save with confidence now.

### **New Customer Discount**

Welcome! Save **XX%** on your first NR purchase—

0 Single bottle **usually \$00.00—you pay just \$00.00—XX% off!**

0 Two bottles **usually \$00.00—you pay just \$00.00—XX% off!**

**BEST VALUE:**

0 Three bottles **usually \$00.00—you pay just \$00.00—XX% off!**

### **For our smart current customers**

If you've shopped with us before, welcome back! You're probably already feeling—and seeing—the difference that NR can make. As one of the smart early buyers for NR, we have a special offer for you:

0 Buy three bottles **(a \$00.00 value)— pay just \$00.00—XX% off!**

[need field for order form on payment options]

### **Your satisfaction is guaranteed**

We're so confident you'll love NR that we back every purchase with a 90-day, money-back guarantee. If for any reason you're not satisfied with your NR purchase, just

**[do what? Call us? Email us? What # or email?]**

## **5.0 Find Out More**

Head: **Health looks great on you—keep it coming**

Copy:

There's so much happening in the world of NR, we want you to have all the latest. Just check the box below, and we'll email you special reports on the newest research, plus answers to your questions, special offers and more. (We won't use your email for anything but NR developments; we hate spam, too).

☐ Yes, keep me updated on NR, NIAGEN® and special offers.

Name \_\_\_\_\_

Email \_\_\_\_\_

## 6.0 FAQs

[anchor links]

What exactly is NR?

How does NR work?

What might NR do for me?

How do I know that nicotinamide riboside is safe?

Who is behind NR?

Is “healthspan” another word for “lifespan”?

Do you offer a guarantee?

Can I get a discount for buying multiple bottles?

How soon should I expect to see results?

What kind of research has been done on NIAGEN®?

**Q: What exactly is NR?**

A: NR is NIAGEN®, the first and only commercially available form of a natural product called nicotinamide riboside. Each capsule contains 125 milligrams of this patented ingredient, which is a naturally-occurring form of Vitamin B3.

**Q: How does NR work?**

A: The NIAGEN® in NR is proven to boost levels of NAD+, a coenzyme found in all living cells. NAD+ plays a key role in cell function within the “powerhouses of the cell,” the mitochondria. Mitochondria produce energy for our cells, and play an important role in the aging process. A deficiency of NAD+ is one of the main causes of cellular aging and breakdown. Find out more [here](#).

Link to 1.0

**Q: What might NR do for me?**

A: No one can predict your individual results, but the evidence behind NIAGEN® is strong and exciting. Clinical research has shown that this natural ingredient can improve cellular health, energy and muscle endurance, help protect the heart and nerves, protect against weight gain on a high-fat diet, and much more. There are also many anecdotal (individual) reports of better sleep, improved skin appearance, and stronger hair and nails. For more on the clinical research, click [here](#).

Link to 2.0

**Q. How do I know that nicotinamide riboside is safe?**

A. Nicotinamide riboside is a natural product that is present in milk. What’s more, a panel of scientific experts unanimously found that NIAGEN®, a nature-identical nicotinamide riboside, is Generally Recognized as Safe (GRAS) in accordance with regulations from the Food and Drug Administration (FDA). GRAS status means that nicotinamide riboside is safe to use in foods and beverages.

NIAGEN® has also received New Dietary Ingredient status from the FDA.



**Q: Who is behind NR?**

A: NR comes to you from Healthspan Research, LLC, a California-based supplements company that is the Official Partner of ChromaDex, Inc., another California firm. ChromaDex pioneered NIAGEN®, and holds the worldwide patents on this breakthrough product. Read more about [Healthspan Research](#).

[Link to 3.0](#)

**Q: Is “healthspan” another word for “lifespan”?**

A: No—lifespan is simply the number of years you live, whatever the quality of your health. The number of years you enjoy healthy living is your healthspan.

**Q: Do you offer a guarantee?**

A: Absolutely. Your NR purchase is covered by a 90-day, money-back guarantee. For full details, see the [Order page](#).

[Link to 4.0](#)

**Q: Can I get a discount for buying multiple bottles?**

A: Again, absolutely. We’re so committed to helping you experience the benefits of NR for yourself that we encourage buying more than one bottle. To see how buying more saves you more, [click here](#).

[Link to 4.0](#)

**Q: How soon should I expect to see results?**

A: Everyone is different and responds to NR in their own unique ways. Some people feel greater energy, deeper sleep and more mental alertness in just a few days. For others, noticing a difference in overall vitality and wellness can take longer. Even if you don’t see changes right away, know that NR is working at the cellular level—at the very foundation of life—to help you enjoy better health and wellbeing.

**Q: What kind of research has been done on NIAGEN®?**

A: Scientists at the top of their fields report that NIAGEN® has been clinically shown to help with anti-aging, energy, heart health, brain function, sleep and even weight loss. From Harvard to M.I.T., from Dartmouth College to Cornell University, the clinical studies are piling up. For a closer look, [click here](#).

[Link to 2.1](#)



## Global Elements

*[first-time customer email capture box]*

### New Customer Discount

Welcome! Save **XX%** on your first NR purchase—  
Buy more and save even more!

Enter your email address

[Find out more](#)

Link to 4.0

[NR logo]

Search [open text field]

Disclaimer [short FDA form]

These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease.

*[Main Navigation; top bar]*

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About NR  
Niagen Research  
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*[Footer Links]*

Disclaimer (long-form like Elysium?; this isn't visible until you order—have to agree to T&C to order. Cheryl has long-form version to vet through lawyers.  
Live Cell's is similarly long: <http://livecellresearch.com/terms.php>)  
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Los Angeles, CA 90403 USA  
By: Lief Organics, Inc.

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