

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

THORNE RESEARCH, INC. and THORNE	)	
HEALTHTECH, INC.,	)	
	)	Civil Action No. 2:26-cv-01758-RMG
Plaintiffs,	)	
	)	
v.	)	JURY TRIAL DEMANDED
	)	
NIAGEN BIOSCIENCES, INC.,	)	
CHROMADEX, INC., and THE QUEEN'S	)	
UNIVERSITY OF BELFAST,	)	
	)	
Defendants.	)	

**DEFENDANTS NIAGEN BIOSCIENCE, INC. AND CHROMADEX, INC.'S ANSWER
TO PLAINTIFFS' COMPLAINT AND COUNTERCLAIM**

Defendants Niagen Bioscience, Inc. (incorrectly named as “Niagen Biosciences, Inc.”) (“Niagen”) and ChromaDex, Inc. (“ChromaDex”), by and through their undersigned counsel, hereby respond to the Complaint for Declaratory Judgment (“Complaint”), filed April 28, 2026, by Plaintiffs Thorne Research, Inc. (“Thorne Research”) and Thorne HealthTech, Inc. (“Thorne HealthTech”) (collectively, “Thorne”). ChromaDex also asserts the counterclaim for patent infringement set forth below against Thorne.

PRELIMINARY STATEMENT

This case arises from the evolution of a long commercial relationship between ChromaDex and Thorne. For more than a decade, ChromaDex spent significant time, resources, and capital advancing nicotinamide riboside (“NR”) science and translating those advancements into reliable health, wellness, and nutritional products for consumers. ChromaDex licensed university science, supported scientific and clinical research, developed manufacturing and supply relationships, established product specifications and quality controls, pursued regulatory pathways, and built

commercial markets. Those efforts helped establish ChromaDex as a global nutraceutical company and leading provider in the dietary supplement, functional food, beverage, and skin care markets. The present dispute is an effort to protect ChromaDex's rights under U.S. Patent No. 12,252,506 (the "'506 Patent") against defined Thorne formulations that practice the patent's claims.

In July 2013, Thorne entered a written agreement to purchase NIAGEN[®], ChromaDex's proprietary NR chloride ingredient, for use in its dietary supplements. The agreement described NIAGEN[®] as a "novel and proprietary" ingredient and required Thorne to purchase it exclusively from ChromaDex. On April 2, 2014, Thorne announced the launch of NiaCel[®], a dietary supplement containing ChromaDex's NIAGEN[®] NR chloride. For more than seven years, Thorne purchased NIAGEN[®] under its supply arrangement with ChromaDex and sold NIAGEN[®]-containing supplements.

While Thorne was a NIAGEN[®] customer, The Queen's University of Belfast ("QUB") granted ChromaDex an exclusive license to commercialize the family from which the '506 Patent later issued. The parties' earlier litigation did not involve, and ChromaDex had not previously asserted against Thorne, any patent from the distinct family from the '506 Patent issued.

In September 2020, Thorne notified ChromaDex that it would terminate the operative supply agreement effective December 31, 2020. After the supply relationship ended, Thorne began marketing supplements labeled as containing a different NR salt, nicotinamide riboside hydrogen malate ("NR hydrogen malate"). The NR-hydrogen-malate formulations identified in the counterclaim are the products at issue here, and they are covered by the claims of the '506 Patent.

Following the '506 Patent issuance in March 2025, ChromaDex first approached Thorne directly. On May 13, 2025, ChromaDex notified Thorne of the '506 Patent and invited discussion. Thorne requested further explanation on July 17, and ChromaDex responded on July 22 with a claim and product-specific explanation of its position concerning NiaCel and other Thorne NR-

malate products, again inviting an amicable resolution. Counterclaim Ex. 2. Those exchanges did not resolve the dispute and Thorne's accused and infringing offers for sale and sales continued. Effective December 16, 2025, QUB assigned the '506 Patent and the related enforcement rights to ChromaDex. ChromaDex later initiated Amazon's Patent Evaluation Express ("APEX") procedure. Amazon's April 10, 2026 notice provided a three-week response period. Thorne filed this action eighteen days later.

Niagen and ChromaDex answer the Complaint as follows:

NATURE OF THE ACTION

1. Niagen and ChromaDex admit that Thorne is seeking a declaration of non-infringement of U.S. Patent No. 12,252,506 (the "'506 Patent") from the Court under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*, and the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. Niagen and ChromaDex admit that Thorne is seeking relief from the Court for three claims under South Carolina law for tortious interference with a contract, intentional interference with prospective contractual relations, and unfair competition pursuant to the South Carolina Unfair Trade Practices Act (S.C. Code § 39-5-10, *et seq.*). Niagen and ChromaDex deny that any factual or legal basis exists for any of Thorne's claims against Niagen and ChromaDex in this action, or that Thorne is entitled to any relief whatsoever. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 1 of the Complaint.

2. Niagen and ChromaDex admit that ChromaDex notified Thorne of the issuance of the '506 Patent and, through ChromaDex's correspondence to Thorne dated May 13, 2025 and July 22, 2025, placed Thorne on actual notice of ChromaDex's position that Thorne's sale of NiaCel and any other Thorne product containing NR malate infringed at least claims 1 and 26 of the '506 Patent. Niagen and ChromaDex further admit that ChromaDex submitted an APEX complaint identifying the '506 Patent and the Amazon Standard Identification Numbers ("ASINs")

associated with three Thorne product listings, including ResveraCel, NiaCel 400, and SynaQuell. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 2 of the Complaint.

THE PARTIES

3. Niagen and ChromaDex lack knowledge or information sufficient to admit the allegations in Paragraph 3 of the Complaint, and therefore deny the same.

4. Niagen and ChromaDex lack knowledge or information sufficient to admit the allegations in Paragraph 4 of the Complaint, and therefore deny the same.

5. Niagen and ChromaDex lack knowledge or information sufficient to admit the allegations in Paragraph 5 of the Complaint, and therefore deny the same.

6. Niagen and ChromaDex admit the allegations in Paragraph 6 of the Complaint.

7. Niagen and ChromaDex admit the allegations in Paragraph 7 of the Complaint.

8. Niagen and ChromaDex lack knowledge or information sufficient to admit the allegations in Paragraph 8 of the Complaint, and therefore deny the same.

BACKGROUND

9. Niagen and ChromaDex deny the allegations in Paragraph 9 of the Complaint.

10. Niagen and ChromaDex admit that ChromaDex and the Trustees of Dartmouth College filed the identified 2021 action asserting U.S. Patent Nos. 8,197,807 and 8,383,086 against Thorne's then-existing NiaCel products. Niagen and ChromaDex deny Thorne's characterization of that action as the "Failed ChromaDex Litigation"; deny that the earlier patents and the '506 Patent present the same claims or issues; and otherwise deny the remaining allegations in Paragraph 10 of the Complaint.

11. Niagen and ChromaDex admit that the Patent Trial and Appeal Board held claim 2 of U.S. Patent No. 8,383,086 (the "'086 Patent") unpatentable; that the U.S. Court of Appeals for the Federal Circuit affirmed a judgment of patent ineligibility concerning asserted claims of U.S.

Patent No. 8,197,807 (the “’807 Patent”) in separate litigation against Elysium Health, Inc.; and state that the ’086 Patent is not at issue in this case nor is it related to the asserted ’506 Patent. Niagen and ChromaDex further admit that the parties stipulated to dismiss the prior Thorne action. Niagen and ChromaDex deny that the prior Thorne action resulted in a judgment on the merits against Niagen or ChromaDex or adjudicated any issue concerning the ’506 Patent, and otherwise deny the remaining allegations in Paragraph 11 of the Complaint.

12. Niagen and ChromaDex admit that the ’506 Patent, entitled “Methods of Preparing Nicotinamide Riboside and Derivatives Thereof,” issued on March 18, 2025, and that Complaint Exhibit 1 is a copy of the patent. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 12 of the Complaint.

13. Niagen and ChromaDex deny the allegations in Paragraph 13 of the Complaint.

14. Niagen and ChromaDex admit that the face of the ’506 Patent identifies QUB as assignee when the patent issued. Niagen and ChromaDex deny the remaining allegations in Paragraph 14 of the Complaint.

15. Niagen and ChromaDex admit that Complaint Exhibit 2 reflects an assignment-database search generated on April 28, 2026 that displayed QUB as assignee. They deny that the displayed database record, standing alone, resolves title or enforcement authority following the December 16, 2025 assignment and otherwise deny the remaining allegations in Paragraph 15 of the Complaint.

16. Niagen and ChromaDex admit that Paragraph 16 of the Complaint quotes a statement attributed to ChromaDex’s completed APEX Agreement concerning ChromaDex’s ownership of the ’506 Patent under the December 16, 2025 assignment. Niagen and ChromaDex further admit that ChromaDex owns the ’506 Patent. Niagen and ChromaDex deny that any

ownership or authority representation was false or improper and otherwise deny the remaining allegations in Paragraph 16 of the Complaint.

17. Niagen and ChromaDex admit that Paragraph 17 of the Complaint identifies Carlos Lopez as having signed ChromaDex's completed APEX Agreement in the quoted capacity. Niagen and ChromaDex deny any unsupported inference from that allegation and otherwise deny the remaining allegations in Paragraph 17 of the Complaint.

18. Niagen and ChromaDex admit that Paragraph 18 of the Complaint identifies the quoted email address for Carlos Lopez. Niagen and ChromaDex deny any unsupported inference from that allegation and otherwise deny the remaining allegations in Paragraph 18 of the Complaint.

19. Niagen and ChromaDex admit that the email address identified in Paragraph 19 of the Complaint uses the niagenbio.com domain. Niagen and ChromaDex deny that the domain alone establishes Mr. Lopez's employing entity, capacity, authority, or patent ownership and otherwise deny the remaining allegations in Paragraph 19 of the Complaint.

20. Niagen and ChromaDex admit that Niagen Bioscience issued public statements concerning the December 2025 transaction described in Paragraphs 21 and 22 of the Complaint. Niagen and ChromaDex deny that the cited materials establish inconsistent or improper title and otherwise deny the remaining allegations in Paragraph 20 of the Complaint.

21. Niagen and ChromaDex admit that Niagen Bioscience issued a press release dated December 22, 2025. Niagen and ChromaDex deny the remaining allegations in Paragraph 21 of the Complaint.

22. Niagen and ChromaDex admit that Niagen Bioscience's Form 10-K for fiscal year 2025 lists the '506 Patent and describes it as "Owned by Niagen Bioscience." Niagen and ChromaDex further admit that the Form 10-K uses "Niagen Bioscience" and the "Company" as

consolidated terms that include Niagen Bioscience and its wholly owned subsidiaries. Niagen and ChromaDex deny that the consolidated disclosure displaces or contradicts the entity-specific December 16, 2025 assignment to ChromaDex and otherwise deny the remaining allegations in Paragraph 22 of the Complaint.

23. Niagen and ChromaDex admit that Niagen is ChromaDex's parent and that the December 16, 2025 Assignment identifies QUB and ChromaDex as parties. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 23 of the Complaint.

24. ChromaDex admits that it sent Thorne a letter dated September 20, 2024 concerning Thorne's use of NR malate and U.S. Patent No. 11,242,364. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 24 of the Complaint.

25. Niagen and ChromaDex admit that ChromaDex received the October 25, 2024, response identified in Paragraph 25 of the Complaint. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 25 of the Complaint.

26. ChromaDex admits that it sent Thorne a letter dated May 13, 2025, identifying the '506 Patent, requesting information concerning the process used to manufacture Thorne's NR-malate ingredient, stating ChromaDex's position concerning its rights, and inviting discussion. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 26 of the Complaint.

27. Niagen and ChromaDex admit that ChromaDex received the July 17, 2025, response identified in Paragraph 27 of the Complaint. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 27 of the Complaint.

28. Niagen and ChromaDex admit that ChromaDex sent Thorne a letter dated July 22, 2025, and that Paragraph 28 of the Complaint quotes portions of that letter. Niagen and ChromaDex deny that the quoted portions fully or fairly characterize the letter and deny that

ChromaDex's infringement position was baseless, improper, or made in bad faith. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 28 of the Complaint.

29. Niagen and ChromaDex deny the allegations in Paragraph 29 of the Complaint.

30. Niagen and ChromaDex admit that Amazon offers the APEX procedure and that Complaint Exhibit 6 contains the language quoted in Paragraph 30 of the Complaint. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 30 of the Complaint.

31. Niagen and ChromaDex admit that Amazon's APEX materials describe the procedure, including response options and deadlines. Niagen and ChromaDex further admit that ChromaDex initiated the procedure based on its good-faith position that the identified product listings offered products that infringed the '506 Patent. Niagen and ChromaDex deny any incomplete or inconsistent characterization of those materials and otherwise deny the remaining allegations in paragraph 31 of the Complaint.

32. Niagen and ChromaDex lack sufficient information or knowledge to admit the allegations in Paragraph 32 of the Complaint, and therefore deny the same.

33. Niagen and ChromaDex lack sufficient information or knowledge to admit the allegations in Paragraph 33 of the Complaint, and therefore deny the same.

34. Niagen and ChromaDex lack sufficient information or knowledge to admit the allegations in Paragraph 34 of the Complaint, and therefore deny the same.

35. Niagen and ChromaDex admit that Complaint Exhibit 7 is dated April 10, 2026, and identifies the '506 Patent, a ChromaDex contact, and three ASINs associated with Thorne products. Niagen and ChromaDex lack sufficient information or knowledge to admit the remaining allegations in Paragraph 35 of the Complaint, and therefore deny the same.

36. Niagen and ChromaDex admit that Paragraph 36 of the Complaint associates ASINs B097Z5387H, B0B14F9PSR, and B08WPXPTD8 and with ResveraCel, SynaQuell, and

NiaCel 400. Niagen and ChromaDex lack sufficient information or knowledge to admit the remaining allegations in Paragraph 36 of the Complaint, and therefore deny the same.

37. Niagen and ChromaDex lack sufficient information or knowledge to admit the allegations in Paragraph 37 of the Complaint, and therefore deny the same.

38. Niagen and ChromaDex lack sufficient information or knowledge to admit the allegations in Paragraph 38 of the Complaint, and therefore deny the same.

39. Niagen and ChromaDex lack sufficient information or knowledge to admit the allegations in Paragraph 39 of the Complaint, and therefore deny the same.

40. Niagen and ChromaDex lack sufficient information or knowledge to admit the allegations in Paragraph 40 of the Complaint, and therefore deny the same.

41. Niagen and ChromaDex lack sufficient information or knowledge to admit the allegations in Paragraph 41 of the Complaint, and therefore deny the same.

JURISDICTION, VENUE, AND JOINDER

42. Niagen and ChromaDex repeat and incorporate their responses to paragraphs 1 through 41 as if fully set forth herein.

43. The allegations in Paragraph 43 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Niagen and ChromaDex deny the allegations in Paragraph 43 of the Complaint.

44. The allegations in Paragraph 44 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Niagen and ChromaDex deny the allegations in Paragraph 44 of the Complaint.

45. The allegations in Paragraph 45 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Niagen and ChromaDex deny the allegations in Paragraph 45 of the Complaint.

46. The allegations in Paragraph 46 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Niagen and ChromaDex deny the allegations in Paragraph 46 of the Complaint.

47. The allegations in Paragraph 47 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Niagen and ChromaDex deny the allegations in Paragraph 47 of the Complaint.

48. The allegations in Paragraph 48 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Niagen and ChromaDex deny the allegations in Paragraph 48 of the Complaint.

CLAIMS FOR RELIEF

COUNT I: Declaratory Judgment of Noninfringement

49. Niagen and ChromaDex repeat and incorporate their responses to paragraphs 1 through 48 as if fully set forth herein.

50. Niagen and ChromaDex admit that ChromaDex is the current assignee of the '506 Patent. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 50 of the Complaint.

51. ChromaDex admits that its correspondence asserted infringement concerning certain Thorne products containing NR malate and that the April 10 Amazon notice identified three listings in connection with the '506 Patent. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 51 of the Complaint.

52. Niagen and ChromaDex deny the allegations in Paragraph 52 of the Complaint.

53. Niagen and ChromaDex deny the allegations in Paragraph 53 of the Complaint.

54. The allegations in Paragraph 54 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Niagen and ChromaDex deny the allegations in Paragraph 54 of the Complaint.

55. Niagen and ChromaDex admit that Thorne seeks the stated declaration. Niagen and ChromaDex otherwise deny the remaining allegations in Paragraph 55 of the Complaint.

COUNT II: Tortious Interference with a Contract

56. Niagen and ChromaDex repeat and incorporate their responses to paragraphs 1 through 55 as if fully set forth herein.

57. Niagen and ChromaDex deny the allegations in Paragraph 57 of the Complaint.

58. Niagen and ChromaDex deny the allegations in Paragraph 58 of the Complaint.

59. Niagen and ChromaDex deny the allegations in Paragraph 59 of the Complaint.

60. Niagen and ChromaDex deny the allegations in Paragraph 60 of the Complaint.

COUNT III: Intentional Interference with Prospective Contractual Relations

61. Niagen and ChromaDex repeat and incorporate their responses to paragraphs 1 through 60 as if fully set forth herein.

62. Niagen and ChromaDex deny the allegations in Paragraph 62 of the Complaint.

63. Niagen and ChromaDex deny the allegations in Paragraph 63 of the Complaint.

64. Niagen and ChromaDex deny the allegations in Paragraph 64 of the Complaint.

65. Niagen and ChromaDex deny the allegations in Paragraph 65 of the Complaint.

66. Niagen and ChromaDex deny the allegations in Paragraph 66 of the Complaint.

67. Niagen and ChromaDex deny the allegations in Paragraph 67 of the Complaint.

68. Niagen and ChromaDex deny the allegations in Paragraph 68 of the Complaint.

COUNT IV: Unfair Competition (S.C. Code § 39-5-10)

69. Niagen and ChromaDex repeat and incorporate their responses to paragraphs 1 through 68 as if fully set forth herein.

70. Niagen and ChromaDex deny the allegations in Paragraph 70 of the Complaint.

71. Niagen and ChromaDex deny the allegations in Paragraph 71 of the Complaint.

72. Niagen and ChromaDex deny the allegations in Paragraph 72 of the Complaint.

73. Niagen and ChromaDex deny the allegations in Paragraph 73 of the Complaint.

PRAYER FOR RELIEF

74. Niagen and ChromaDex deny that Thorne is entitled to any relief, either as prayed for in the Complaint or otherwise. Niagen and ChromaDex further deny each allegation contained in the Complaint that was not specifically admitted, denied, or otherwise responded to herein. Niagen and ChromaDex respectfully request that the Court enter judgment in their favor and against Thorne on the Complaint, declare this case exceptional under 35 U.S.C. § 285, award Niagen and ChromaDex their attorneys' fees, costs, and expenses to the extent permitted by law, and grant such other and further relief as the Court deems just and proper.

AFFIRMATIVE AND OTHER DEFENSES

75. Subject to the responses above, Niagen and ChromaDex assert the following defenses in response to the allegations. Niagen and ChromaDex undertake the burden of proof only as to the defenses deemed affirmative by law. Nothing stated below alters Thorne's burden to prove every element of its claims. Niagen and ChromaDex reserve all rights to allege additional defenses that become known through the course of discovery and further investigation in this case.

FIRST DEFENSE

(Failure to State a Claim)

76. Counts I through IV fail to state claims upon which relief may be granted.

77. Count I seeks a declaration of non-infringement, but it fails to plausibly allege or state that the accused Thorne NR Products do not infringe the '506 Patent.

78. Count II alleges that the APEX submission was designed to cause a breach, but it does not allege that Pattern actually breached a contract with Thorne. Nor does Count II plead facts showing that either Niagen or ChromaDex intentionally procured an actual breach without justification and thereby caused recoverable damages.

79. Count III does not identify a specific prospective contract or expectation that was a close certainty rather than speculative and was lost because of conduct by either Niagen or ChromaDex. Nor does it plausibly allege purposeful interference with a sufficiently concrete prospective contractual relationship, an improper purpose or method, or resulting damages.

80. Count IV does not plausibly allege an actionable unfair or deceptive act, facts demonstrating an adverse public-interest impact or potential for repetition, or an actual ascertainable loss of money or property proximately caused by either Niagen or ChromaDex. Fees incurred prosecuting this action and speculative potential lost sales do not supply the missing injury.

SECOND DEFENSE

(Federal Patent-Law Preemption and Absence of Bad Faith)

81. Counts II through IV are based on communications and conduct asserting and enforcing rights under the '506 Patent. To the extent those claims seek to impose state-law liability for communications asserting infringement or other conduct enforcing patent rights, federal patent law preempts the claims unless Thorne plausibly alleges and ultimately proves bad faith. Objective baselessness is a threshold requirement; the challenged position must be one that no reasonable litigant could realistically have expected to succeed. Thorne has not plausibly alleged facts satisfying that standard, and therefore the claims fail as a matter of law.

82. ChromaDex's infringement position concerning the asserted claims of the '506 Patent and the accused products was objectively reasonable and asserted in good faith, as further alleged in its counterclaim.

THIRD DEFENSE

(Justification; Proper Purpose and Means)

83. Niagen and ChromaDex acted to protect and enforce patent rights on an objectively reasonable, good-faith basis and by proper means. Thorne therefore cannot establish absence of justification under Count II or an improper purpose or method under Count III. ChromaDex did not make a knowingly false or misleading statement or intend to procure a breach of contract but rather stated an objective basis of Thorne's infringement of the '506 Patent.

FOURTH DEFENSE

(No Causation or Actual Injury; Independent Third-Party Conduct)

84. Thorne cannot establish that either Niagen or ChromaDex caused a breach, the loss of an identifiable prospective contract, any listing interruption, an account-health or search-visibility change, lost sales, or another ascertainable injury. Any alleged listing interruption or other consequence depended on independent acts, systems, or conduct of Amazon, Pattern, Thorne, resellers, or customers cannot be attributed to either Niagen or ChromaDex without proof of factual and legal causation. Thorne's voluntary decision to file this action does not establish recoverable causation or damages.

FIFTH DEFENSE

(Limitations on Relief)

85. Thorne may not recover damages that are speculative, contingent, duplicative, or not proximately caused by actionable conduct of the particular defendant against which recovery is sought. Fees and expenses incurred in prosecuting this action do not constitute actual damages

under tort law or South Carolina Unfair Trade Practices Act (“SCUTPA”) merely because Thorne chose to sue the alleged wrongdoers; any award of fees, costs, or litigation expenses requires an independent statutory or other legal basis.

86. SCUTPA trebling requires actual damages and a willful or knowing violation. Punitive damages require an award of compensatory or nominal damages and clear-and-convincing proof that the plaintiff's harm resulted from willful, wanton, or reckless conduct. Thorne has neither pleaded nor established those prerequisites, and it cannot do so.

87. Thorne also cannot obtain injunctive relief without proving irreparable injury, the inadequacy of legal remedies, a favorable balance of equities, and consistency with the public interest. Niagen and ChromaDex deny that those requirements are satisfied. Any recovery is limited to relief Thorne proves and the law permits.

COUNTERCLAIM

Counterclaim-Plaintiff ChromaDex, Inc. (“ChromaDex”), by and through its undersigned counsel, asserts a counterclaim of patent infringement against Plaintiffs and Counterclaim-Defendants Thorne Research, Inc. (“Thorne Research”) and Thorne HealthTech, Inc. (“Thorne HealthTech”) (collectively, “Thorne”), demands a trial by jury on all issues so triable, and alleges as follows:

INTRODUCTION

1. This counterclaim concerns Thorne’s offers to sell and sales of specifically identified dietary-supplement formulations whose current or historical labels identify nicotinamide riboside hydrogen malate (“NR hydrogen malate”) and ChromaDex’s rights under U.S. Patent No. 12,252,506 (the “506 Patent”). It is not a reprise of the parties’ earlier litigation, which involved different patents from a different patent family.

2. The '506 Patent belongs to a patent family from The Queen's University of Belfast ("QUB") distinct from the Dartmouth patent family involved in the parties' earlier litigation. It names Marie Migaud, Philip Redpath, Kerri Crossey, and Mark Doherty as inventors. Its specification describes limitations that made known NR-preparation protocols ill-suited to commercial or industrial scale and approaches permitting selection of a desired counterion while reducing processing burdens. The asserted claims define the claimed subject matter through specified chemical structures, categories of counterions, and other limitations.

3. QUB solely owned the '506 Patent family and, by November 23, 2015, had exclusively licensed it to ChromaDex. The parties' agreements assigned ChromaDex responsibility for commercializing, prosecuting, maintaining, and enforcing the licensed family. Effective December 16, 2025, QUB assigned its scheduled rights in the '506 Patent and associated pre- and post-assignment enforcement claims to ChromaDex, subject to QUB's retained nonexclusive right to use the assigned patents for internal, noncommercial academic purposes.

4. Drawing on foundational discoveries by university scientists, ChromaDex built a commercial platform around NR products, research, and supply. ChromaDex developed and managed manufacturing and supply relationships, established product specifications and quality controls, pursued regulatory pathways, supported scientific and clinical research, and developed commercial customers and markets. In 2013, ChromaDex commercialized NIAGEN[®], its proprietary form of NR chloride, as a food-grade ingredient. NR chloride is a different salt from the NR hydrogen malate ingredient identified on the labels of Thorne's accused formulations.

5. Thorne was an early commercial participant in the NIAGEN[®] launch. On July 9, 2013, Thorne entered a written agreement with ChromaDex to purchase NIAGEN[®] for use in dietary supplements. The agreement described NIAGEN[®] as a "novel and proprietary" ingredient and contemplated product-launch, commercial, and research activities. Thorne later acknowledged

that it had obtained NIAGEN[®] under supply agreements beginning in July 2013. Thorne ended the operative supply relationship effective December 31, 2020.

6. After that relationship ended, Thorne marketed products labeled as containing NR hydrogen malate, a different NR salt. For purposes of this counterclaim, the “Accused Products” are ResveraCel[®], NiaCel[®] 400, Collagen Plus, Collagen Fit, SynaQuell[™], SynaQuell+[™], Advanced Nutrients, Brain Factors, and Daily Greens Plus, only insofar as those products are or were formulated with nicotinamide riboside hydrogen malate, and only with respect to the infringing acts occurring on or after the issuance of the ’506 Patent. The accused Advanced Nutrients formulation is limited to the legacy SKU VMX 240-capsule formulation labeled as containing 45 mg NRHM per eight-capsule serving. The accused SynaQuell formulations include the SKU DID003 SynaQuell formulation labeled as containing 207.5 mg NRHM per two-scoop serving and SKU DID004 SynaQuell+ formulation labeled as containing 415 mg NRHM per scoop.

7. Publicly available current and historical labels and product listings identify the Accused Products as containing NR hydrogen malate. Based on those labels and the chemical identity of the labeled ingredient, ChromaDex alleges on information and belief that each Accused Product meets every limitation of one or more claims asserted below. The earlier Dartmouth proceedings neither adjudicated nor otherwise involved any claim of the ’506 Patent. This case turns on the ’506 Patent’s own claim language and the compositions of the Accused Products.

8. After the ’506 Patent issued, ChromaDex gave Thorne written notice of the patent and ChromaDex’s infringement position. ChromaDex’s July 22, 2025 correspondence explained, among other things, that claims 1 and 26 read on NR malate, discussed dependent claims 2 and 3, and stated that Thorne’s sale of NiaCel and any other Thorne product containing NR malate infringed the ’506 Patent. Counterclaim Ex. 1. ChromaDex invited an amicable resolution.

Amazon's later APEX notice included listings for NiaCel 400, SynaQuell, and ResveraCel. As alleged below, after receiving actual notice, Thorne continued its accused offers to sell and sales. ChromaDex alleges that Thorne's post-notice infringement has been intentional, knowing, and willful.

NATURE OF THE CASE

9. ChromaDex brings this counterclaim under 35 U.S.C. § 271 for Thorne's infringement of claims 1-3, 10-12, and 26 ("Asserted Claims") of U.S. Patent No. 12,252,506 ("506 Patent") through its own offers to sell and sales of the Accused Products in the United States, including infringement committed after Thorne received actual notice of the '506 Patent and ChromaDex's infringement position.

THE PARTIES

10. Counterclaim-Plaintiff ChromaDex, Inc. is a California corporation with its principal place of business at 10900 Wilshire Boulevard, Suite 600, Los Angeles, California 90024. ChromaDex is a wholly owned subsidiary of Niagen Bioscience, Inc., formerly known as ChromaDex Corporation.

11. In December 2025, ChromaDex and QUB executed a written agreement entitled "Assignment," effective December 16, 2025 (the "QUB Assignment Agreement"). Under the QUB Assignment Agreement, QUB assigned and transferred to ChromaDex all of QUB's worldwide rights, title, and interest in the patents identified therein, including the '506 Patent, together with all rights to bring or defend infringement claims and retain damages recovered for infringement occurring before, on, or after December 16, 2025. The QUB Assignment Agreement reserves for QUB, its employees, and its students a nonexclusive, irrevocable, worldwide, royalty-free right to use the assigned patents for internal, noncommercial research, publication, and teaching. Accordingly, ChromaDex owns the '506 Patent and possesses the right to enforce it and

recover damages for infringement. A true and correct copy of the publicly-filed QUB Assignment Agreement is attached hereto as Counterclaim Exhibit 3.

12. Counterclaim-Defendant Thorne Research, Inc. is a South Carolina corporation with its principal place of business at 620 Omni Industrial Boulevard, Summerville, South Carolina 29486.

13. Counterclaim-Defendant Thorne HealthTech is a Delaware corporation with its principal place of business at 620 Omni Industrial Blvd., Summerville, South Carolina 29486. Thorne Research is a wholly owned subsidiary of Thorne HealthTech.

14. On information and belief, Thorne has marketed, offered for sale, and sold the Accused Products in and from South Carolina and directly to consumers in the United States, including through Thorne's website and, at least as an additional channel, through Amazon in connection with its relationship with Pattern. *See* Compl. ¶¶ 34, 36, 40-41; Counterclaim Exs. 4-23. ChromaDex asserts this counterclaim against Thorne based on those offers to sell and sales.

JURISDICTION AND VENUE

15. ChromaDex repeats and incorporates by reference the foregoing allegations as though fully set forth herein.

16. This counterclaim arises under the patent laws of the United States, including 35 U.S.C. § 271 *et seq.* This Court has subject matter jurisdiction over this counterclaim under 28 U.S.C. §§ 1331 and 1338(a).

17. This Court has personal jurisdiction over Thorne because Thorne initiated this action and invoked this Court's jurisdiction to adjudicate a controversy concerning the same

patent, Accused Products, and alleged acts addressed by this counterclaim. Thorne also conducts substantial business in this District.

18. Venue is proper because Thorne selected this District to adjudicate this patent dispute and ChromaDex's counterclaim arises from the same patent, products, and controversy. Venue is also independently proper as to Thorne Research under 28 U.S.C. § 1400(b) because Thorne Research is incorporated in South Carolina and therefore resides in this District for patent-venue purposes.

FACTUAL BACKGROUND

A. The '506 Patent Addresses Practical Problems in Preparing NR Compounds.

19. The '506 Patent, entitled "Methods of Preparing Nicotinamide Riboside and Derivatives Thereof," names Marie Migaud, Philip Redpath, Kerri Crossey, and Mark Doherty as inventors. It issued on March 18, 2025, and claims priority through a continuation chain to a July 29, 2013, United Kingdom application.

20. The specification describes practical problems with then-known protocols for preparing NR compounds. According to the patent, those protocols could yield a triflate salt unsuitable for nutritional use and require added ion-exchange and chromatographic processing. The patent also describes NR's chemical lability and an exothermic reaction as creating purity and scale-up concerns. '506 Patent at 1:42–2:9.

21. Against that background, the specification describes approaches intended to provide an efficient preparation method and permit introduction of a selected counterion. *Id.* at 2:18–35. It further explains that the disclosed work can reduce solvent use, purification, and reaction time while producing the desired beta anomer. *Id.* at 10:36–67.

22. The issued patent includes method claims and claims directed to defined compounds and nutritional-supplement compositions. ChromaDex asserts claims 1-3, 10-12, and

26 of the '506 Patent. The Asserted Claims define the accused subject matter through specified structural features, categories of counterions, and additional limitations.

B. QUB Exclusively Licensed—and Later Assigned—the '506 Patent to ChromaDex.

23. ChromaDex and QUB maintained a broader research relationship documented in an October 9, 2015 Joint Ownership and Management Agreement. That agreement addressed certain jointly owned inventions and patent applications. The '506 Patent family was different: QUB solely owned it and exclusively licensed it to ChromaDex under a separate License Agreement dated November 23, 2015.

24. The QUB Assignment Agreement recites that QUB granted ChromaDex an exclusive license to commercialize the covered patents and that ChromaDex was responsible for prosecuting, maintaining, and enforcing them. ChromaDex therefore held exclusive commercial and enforcement rights in the '506 Patent family before the patent issued and this dispute arose.

25. Effective December 16, 2025, under the QUB Assignment Agreement, QUB assigned to ChromaDex its worldwide right, title, and interest in the patents identified in the Assignment, including the '506 Patent. The QUB Assignment Agreement expressly transferred associated claims and causes of action arising from ownership, together with the right to retain resulting damages, for conduct occurring before, on, or after the date.

26. QUB reserved a nonexclusive, irrevocable, worldwide, royalty-free right for QUB, its employees, and its students to use the assigned patents for internal, noncommercial research, publication, and teaching. Subject to that reservation, ChromaDex is the current owner of the '506 Patent and possesses the right to enforce it and seek relief for infringement occurring before and after December 16, 2025.

C. ChromaDex Developed and Commercialized a Broader NR Platform.

27. NR is a form of vitamin B3 and a precursor to NAD⁺, a coenzyme involved in cellular metabolism. Academic scientists, including Dr. Charles Brenner, made foundational discoveries that generated modern scientific interest in NR. ChromaDex built on that work by licensing defined university technologies, conducting NR-related research and development through its own scientists, and undertaking the development needed to translate laboratory science into reliable commercial products. Those licensed technologies belong to patent families distinct from the QUB-owned '506 family.

28. ChromaDex developed and managed commercial manufacturing and supply relationships, established product specifications and quality controls, performed and supported safety, toxicology, and clinical work, pursued applicable regulatory pathways, and developed commercial customers. Those activities supplied scientific, technical, and commercial infrastructure for consistently supplying NR ingredients at consumer-product scale.

29. In 2013, ChromaDex commercialized food-grade NIAGEN[®], its proprietary nicotinamide riboside chloride ingredient. NIAGEN[®] is NR chloride. ChromaDex supplies NIAGEN[®] to customers that formulate dietary supplements, while Niagen Bioscience and its consolidated subsidiaries market and sell finished TRU NIAGEN[®] oral dietary supplements containing NIAGEN[®].

30. ChromaDex submitted New Dietary Ingredient notifications for NIAGEN[®] to the U.S. Food and Drug Administration ("FDA") in 2015 and 2017. Separately, an independent expert panel concluded that specified uses of NIAGEN[®] were generally recognized as safe ("GRAS"), and ChromaDex submitted a notice concerning that GRAS conclusion to FDA in 2016. FDA responded that it had no questions at that time regarding ChromaDex's GRAS conclusion, while expressly stating that the agency had not made its own GRAS determination.

31. ChromaDex has also conducted NR research through its own scientists and supported independent investigators by supplying characterized materials and technical support. Its patent, licensing, manufacturing, regulatory, research, and supply activities form parts of the operating platform through which it has made NR products and defined NR technologies commercially available.

D. Thorne Was an Early NIAGEN® Customer and Later Sold NR-Hydrogen-Malate Products.

32. Thorne identifies the Accused Products as dietary supplements. Publicly available current and historical labels identify the following amounts of nicotinamide riboside hydrogen malate: 415 milligrams per two-capsule serving of ResveraCel®; 415 milligrams per NiaCel® 400 capsule; 125 milligrams per Collagen Plus scoop; 125 milligrams per Collagen Fit scoop; 207.5 milligrams per two-scoop serving of SynaQuell™; 415 milligrams per SynaQuell+™ scoop; 45 milligrams per eight-capsule serving of the accused Advanced Nutrients formulation; 415 milligrams per Brain Factors capsule; and 100 milligrams per Daily Greens Plus scoop. Counterclaim Exs. 4-24.

33. Publicly available Thorne product pages offer or have offered the Accused Products for purchase, including after the '506 Patent issued. Counterclaim Exs. 4-23 Those materials include current listings for ResveraCel®, NiaCel® 400, Collagen Plus, Collagen Fit, SynaQuell™, SynaQuell+™, Brain Factors, and Daily Greens Plus for direct purchase. Counterclaim Exs. 3-17 and 19-23. An archived Thorne product page, dated November 13, 2025, offered the accused Advanced Nutrients formulation for direct purchase. Counterclaim Ex. 18. On information and belief, Amazon identifies current listings for the Accused Products under the following ASINs: B097Z5387H (ResveraCel®), B08WPXPTD8 (NiaCel® 400), B09BT31TW2 (Collagen Plus), B0B7K9Y1FD (Collagen Fit), B0B14F9PSR (SynaQuell™), B0B148MZ9G (SynaQuell+™),

B0B142CMJB (Brain Factors), and B0B7PXPY5Q (Daily Greens Plus). On information and belief, an Amazon listing under B000FGWCHI offered the Accused Advanced Nutrients formulation. ChromaDex's allegations concerning Advanced Nutrients are limited to the post-issuance formulation containing NR hydrogen malate. ChromaDex does not accuse any current or historical Advanced Nutrients formulation that omits NR hydrogen malate.

34. Nicotinamide riboside hydrogen malate identifies an NR cation paired with a hydrogen-malate counterion. Hydrogen malate is the monoanionic form of malic acid, a hydroxy-substituted dicarboxylic acid. Based on the public labels and the chemical identity of the labeled ingredient, ChromaDex alleges that each Accused Product meets the limitations of the Asserted Claims as set forth more fully in the claim chart attached as Counterclaim Exhibit 24.

35. Thorne's Complaint alleges that Thorne manufactures and sells identified NR products from South Carolina facilities, sells products directly through thorne.com, maintains a contractual relationship with Pattern concerning Amazon sales, and sells other products containing NR that were not identified in the APEX notice. Compl. ¶¶ 34, 36, 40–41. The Complaint collectively defines Thorne products containing NR malate as the "Thorne NR Products." Thorne's Inter Partes Review ("IPR") petition likewise identifies both Counterclaim-Defendants as petitioners and real parties-in-interest and states collectively that Thorne purchases NR products and maintains the Pattern relationship. IPR2026-00400, Petition at 62.

36. Based on Thorne's own allegations and representations and the public product records described above, ChromaDex alleges on information and belief that Thorne offered for sale each Accused Product in the United States after the '506 Patent issued and sold one or more Accused Products.

E. ChromaDex Gave Thorne Detailed Notice; Thorne Continued the Accused Sales.

37. On May 13, 2025, less than two months after the '506 Patent issued, ChromaDex sent Thorne Research a letter notifying it of the patent's issuance, stating that ChromaDex held exclusive rights under the patent, requesting information concerning the process used to manufacture Thorne's NR-malate ingredient, and inviting the parties to discuss potential cooperation.

38. Thorne Research responded on July 17, 2025 and requested further explanation. On July 22, 2025, ChromaDex provided a claim- and product-specific explanation of its infringement position. ChromaDex identified claims 1 and 26, discussed dependent claims 2 and 3, reproduced claim 1, and explained why it understood claims 1 and 26 to read on NR malate.

39. ChromaDex identified NiaCel as a Thorne product containing NR malate and stated its position that sales of NiaCel and any other Thorne product containing NR malate infringed the '506 Patent. ChromaDex reiterated its preference for an amicable resolution and, if Thorne declined, asked it to cease the accused sales and destroy existing NR-malate inventory in its possession or control. ChromaDex reserved all rights and remedies.

40. Niagen Bioscience's Form 10-K for fiscal year 2025 lists the '506 Patent, uses the consolidated description "Owned by Niagen Bioscience," and defines the reporting company to include Niagen Bioscience and its wholly owned subsidiaries. Thorne cited and relied on that disclosure in its Complaint. Compl. ¶ 22 & Ex. 5 at 9-10. Thorne's reliance on the disclosure is further evidence that Thorne had actual knowledge of the '506 Patent at the time the 10-K was filed and at least by no later than April 28, 2026.

41. On April 10, 2026, Amazon transmitted an APEX notice identifying the '506 Patent and three listings, including ResveraCel, NiaCel 400 and SynaQuell. Thorne filed this action

eighteen days later and alleged an actual controversy concerning whether its broadly defined “Thorne NR Products” infringe the ’506 Patent. On information and belief, Amazon briefly removed one or more of the identified listings in connection with the APEX process and later restored them.

42. Thorne had actual knowledge of the ’506 Patent no later than May 13, 2025 and, since at least July 22, 2025, had notice of ChromaDex’s specific position concerning NiaCel and other Thorne products containing NR malate. On information and belief, Thorne continued the accused offers for sale and sales after receiving that notice. That post-notice conduct included continued offers and sales of ResveraCel®, NiaCel® 400, Collagen Plus, Collagen Fit, SynaQuell™, SynaQuell+™, Brain Factors, and Daily Greens Plus and, on information and belief, offers and sales of the accused legacy Advanced Nutrients formulation through at least May 2026.

F. Thorne’s Continued Sales Impair ChromaDex’s Patent Rights.

43. Thorne does not have a license or other authority from ChromaDex to practice the Asserted Claims of the ’506 Patent. Those unauthorized offers to sell and sales invade ChromaDex’s exclusive patent rights and compete in the commercial market for NR supplements.

44. Thorne’s infringement has caused and will continue to cause ChromaDex damages in an amount to be determined at trial, including lost profits and no less than a reasonable royalty. Continued infringement also causes ongoing harm for which ChromaDex may obtain injunctive relief upon proof of the governing equitable requirements.

COUNT I

DIRECT INFRINGEMENT OF U.S. PATENT NO. 12,252,506

45. ChromaDex repeats and incorporates by reference the foregoing allegations as though fully set forth herein.

46. ChromaDex owns the '506 Patent under the QUB Assignment Agreement and possesses the right to enforce it and recover damages for infringement occurring before, on, or after December 16, 2025 pursuant to the transferred claims and causes of action. QUB's reserved nonexclusive internal academic-use right does not include commercial ownership of the '506 Patent.

47. The United States Patent and Trademark Office duly and legally issued the '506 Patent on March 18, 2025. A true and correct copy of the '506 Patent is attached to the Complaint as Exhibit 1.

48. On information and belief, Thorne has offered to sell and sold each Accused Product in the United States after the '506 Patent issued. Thorne continues to offer to sell and sell ResveraCel[®], NiaCel[®] 400, Collagen Plus, Collagen Fit, SynaQuell[™], SynaQuell+[™], Brain Factors, and Daily Greens Plus. With respect to Advanced Nutrients, on information and belief, Thorne offered to sell and sold the accused NR-hydrogen-malate formulation during a post-issuance period extending through at least May 2026.

49. ChromaDex alleges that each Accused Product meets the limitations of the Asserted Claims as set forth more fully in the claim chart. Counterclaim Ex. 24.

50. On information and belief, each Accused Product's labeled nicotinamide riboside hydrogen malate ingredient meets claim 1. Counterclaim Ex. 24. Specifically:

- a) Each Accused Product's label identifies its active NR ingredient as nicotinamide riboside hydrogen malate, a compound having the general structure of Formula IV or the beta anomer thereof.
- b) For the labeled NR-hydrogen-malate compound, n is 0 and Y is absent.
- c) Within the Formula IV NR moiety, m is 1.
- d) R1 is an unsubstituted primary amino group, NH₂, and R2, R3, R4, and R5

are each hydrogen.

e) R6, R7, and R8 are each hydrogen.

f) X is the hydrogen-malate counterion. Hydrogen malate is the monoanion of malic acid, a hydroxy-substituted dicarboxylic acid, and therefore is an anion of a substituted carboxylic acid within claim 1.

g) For those reasons, each Accused Product's labeled ingredient meets every limitation of claim 1.

51. Each Accused Product meets claim 2 because R1 is NH₂. Counterclaim Ex. 24.

52. Each Accused Product meets claim 3 because R6, R7, and R8 are each hydrogen, which claim 3 expressly permits. Counterclaim Ex. 24.

53. On information and belief, the nicotinamide riboside hydrogen malate identified on each Accused Product's label has the unprotected beta-D structure depicted in claim 26, which depends from claim 1. As detailed in the attached claim chart, that compound satisfies the depicted structural limitations, and its X⁻ counterion is hydrogen malate—the monoanion of malic acid, a hydroxy-substituted dicarboxylic acid. Counterclaim Ex. 24. ChromaDex therefore alleges that each Accused Product contains a compound meeting every limitation of claim 26.

54. On information and belief, each Accused Product meets claim 10. Counterclaim Ex. 24. Specifically:

a) Each Accused Product is or was labeled and offered as a dietary supplement and therefore is a nutritional-supplement composition.

b) The labels identify the following amounts of nicotinamide riboside hydrogen malate: 415 milligrams per two-capsule serving of ResveraCel[®]; 415 milligrams per NiaCel[®] 400 capsule; 125 milligrams per Collagen Plus scoop; 125 milligrams per Collagen Fit scoop; 207.5 milligrams per two-scoop

serving of SynaQuell™; 415 milligrams per SynaQuell+™ scoop; 45 milligrams per eight-capsule serving of the accused Advanced Nutrients formulation; 415 milligrams per Brain Factors capsule; and 100 milligrams per Daily Greens Plus scoop. Each is the compound alleged above to meet claim 1.

55. Each Accused Product meets claim 11 because it meets claim 10, R1 is NH₂, and hydrogen malate is an anion of a hydroxy-substituted dicarboxylic acid. Counterclaim Ex. 24.

56. Each Accused Product meets claim 12 because it meets claim 10, R1 is NH₂, and R6, R7, and R8 are each hydrogen, which claim 12 expressly permits. Counterclaim Ex. 24.

57. Thorne has no license or other authority from ChromaDex to practice the Asserted Claims of the '506 Patent. By offering to sell and selling the Accused Products in the United States, Thorne has directly and literally infringed under 35 U.S.C. § 271(a). Thorne continues to infringe through its offers to sell and sales of ResveraCel®, NiaCel® 400, Collagen Plus, Collagen Fit, SynaQuell™, SynaQuell+™, Brain Factors, and Daily Greens Plus.

58. Thorne had actual knowledge of the '506 Patent no later than May 13, 2025. Since at least July 22, 2025, Thorne has had actual notice of ChromaDex's specific charge that Thorne's sale of NiaCel and any other Thorne product containing NR malate infringed at least claims 1 and 26 of the '506 Patent. On information and belief, Thorne continued its accused offers for sale and sales after receiving that notice.

59. On information and belief, Thorne's infringement of the '506 Patent after July 22, 2025, has been and continues to be willful, intentional, and deliberate. Despite its actual knowledge of the '506 Patent, ChromaDex's detailed infringement position, and the NR-hydrogen-malate

composition identified on the Accused Products' labels, Thorne knowingly and deliberately continued the infringing offers to sale and sales alleged above.

60. Thorne's infringement has caused and will continue to cause ChromaDex damages in an amount to be proved at trial, but no less than a reasonable royalty from the date permitted by applicable law, together with interest and costs under 35 U.S.C. § 284. ChromaDex further seeks enhanced damages under 35 U.S.C. § 284 on Thorne's willful infringement.

61. Unless enjoined after proof of the governing equitable requirements, Thorne's continuing infringement will continue to impair ChromaDex's exclusive rights under the '506 Patent.

RELIEF REQUESTED

Wherefore, ChromaDex respectfully requests that the Court enter judgment against Thorne as follows:

- A. Enter judgment that Thorne's accused offers for sale and sales of the Accused Products in the United States directly and literally infringe or have infringed the Asserted Claims of the '506 Patent;
- B. Award ChromaDex damages adequate to compensate for Thorne's infringement, in an amount no less than a reasonable royalty, as provided by 35 U.S.C. § 284;
- C. Declare that Thorne's infringement has been willful, and award ChromaDex enhanced damages under 35 U.S.C. § 284;
- D. Award ChromaDex pre-judgment and post-judgment interest and taxable costs;
- E. Upon proof of the governing equitable requirements, permanently enjoin Thorne Research from further infringement under 35 U.S.C. § 283 and Federal Rule of Civil Procedure 65;
- F. Declare this case exceptional and award ChromaDex its reasonable attorneys' fees to

the extent permitted by 35 U.S.C. § 285; and

G. Grant such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Niagen and ChromaDex demand a trial by jury on all issues so triable.

August 12, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on August 12, 2026, a true and correct copy of the foregoing was electronically filed and served upon all attorneys of record in this case via the Court's CM/ECF system.

/s/William Y. Klett, III