

EXHIBIT J



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July 21, 2016

Via Email & FedEx
anh@marleycoffee.com

Mr. Anh Tran, President
Jammin Java Corp.
4730 Tejon St.
Denver, CO 80211

Re: Termination of License Agreement and Notice of Material Breach

Dear Anh:

As you know, our firm represents Hope Road Merchandising (“HRM”), the licensor under that certain Short Term License Agreement with Jammin Java Corp. (“Jammin Java”), dated as of June 27, 2016 (the “Short Term Agreement”), as well as its affiliated company, Fifty-Six Hope Road Music Limited (“56 Hope Road”), the licensor of the previously-terminated License Agreement with Jammin Java dated as of August 12, 2012 (“Long Term Agreement”).

On June 2, 2016, 56 Hope Road sent you a letter (“June 2 Breach Notice”) setting forth various material breaches of the Long Term Agreement. Some of the breaches were not curable and the curable breaches were not cured timely, or indeed, at all. Therefore, the Long Term Agreement terminated on June 24, 2016 and 56 Hope Road confirmed that termination in writing on June 27, 2016 (“June 27 Termination Letter”).

Please note that pursuant to Section 16(c) of the Long Term Agreement, the termination of said agreement does not excuse or waive any prior breaches: “In no event shall any expiration or termination of this Agreement excuse any party from any breach or violation of this Agreement and full legal and equitable remedies shall remain available therefor. . . . Notwithstanding any provision of this Agreement to the contrary, Sections 4 and 8-21 hereof shall survive any expiration or termination of this Agreement.”

Additionally, HRM has a right to terminate the Short Term Agreement if Jammin Java is in breach of “any of its other agreements with Licensor or any of its affiliated companies” (Short Term Agreement, §15(a)(vi)), including without limitation the Long Term Agreement.

Many of the breaches cited in the June 2 Breach Notice still have not been cured, and we have discovered additional breaches as well. As we said in our June 27 Termination Letter, over the past four (4) years, Jammin Java has materially breached the Long Term Agreement by repeatedly engaging in conduct in violation of the Long Term Agreement. It appears that the

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pattern of violations has continued with past material breaches remaining uncured and new material breaches coming to light including, without limitation, the following:

(a) Despite more than a month having passed since we pointed out this breach, we have still not received (i) the certified Annual Statements from Jammin Java (Long Term Agreement §4(b)), (ii) Jammin Java's quarterly financial statements (Long Term Agreement §4(h)), and (iii) Jammin Java's annual audited financial statements (Long Term Agreement §4(h)). Accordingly, pursuant to Section 15(a)(vi) of the Short Term Agreement, Jammin Java's material breach of these provisions gives rise to a right of immediate termination.

(b) In December 2015, we advised Jammin Java about a loan from Power Up Lending Group, Inc. ("Power Up") listing a security in all of Jammin Java's "general intangibles" which, based on the broad description in the UCC Search Report, would include the Long Term Agreement. We advised Jammin Java that any such security interest in the Long Term Agreement was in violation of Sections 1(a) and 20(c) of the Long Term Agreement. In spite of your written assurance on December 22, 2016 that this situation would be immediately rectified and that you would send us the revised loan documents demonstrating compliance with the Long Term Agreement, we never received any document showing the removal of the security interest and have seen no evidence of this violation having been cured. In light of recent events, we took the liberty of running another UCC Search Report and saw that as of January 11, 2016 (and indeed continuing today) the same Power Up company about which we had previously warned Jammin Java still had its asserted security interest in all of Jammin Java's "general intangibles" which purports to include the Short Term Agreement. Regardless of the enforceability of any such lien(s), this constitutes both a new violation of the Short Term Agreement under Sections 1(a) and 20(c), as well as a continuing violation of the Long Term Agreement under Sections 1(a), 20(c) and 16(c). Pursuant to Section 15(a)(ii) of the Short Term Agreement, to the extent Jammin Java's failure to rectify the unlawful security interest constitutes a new violation of the Short Term Agreement, this letter constitutes its fifteen (15) days notice to cure. Additionally, however, pursuant to Section 15(a)(vi) of the Short Term Agreement, Jammin Java's continued uncured material breach of the Long Term Agreement also gives rise to a right of immediate termination.

(c) Our most recent UCC Search Report also showed that Jammin Java made multiple purported grants to yet another company, Corporation Services Company, of a security interest in Jammin Java's "general intangibles" which would include both the Long Term and Short Term Agreements. Those grants apparently took place on March 4, 2016, April 12, 2016, and June 8, 2016, all in direct and deliberate violation of Sections 1(a) and 20(c) of the Long Term and Short Term Agreements, as well as Section 16(c) of the Long Term Agreement. Additionally, in light of the numerous express written warnings we have given to Jammin Java about the non-assignability of the parties' agreements, and Jammin Java's acknowledgement that it is aware of the non-assignability of the parties' agreements, these security interests also constitute "deceptive, misleading or unethical business practices" in violation of Section 10(b)(x) of the Long and Short Term Agreements, and amount to gross negligence and/or wanton

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misconduct pursuant to which Licensor has the right to terminate under Section 15(a)(iii). This letter constitutes Jammin Java's fifteen (15) days notice to cure under Sections 15(a)(ii) and (iii).

(d) We have also come to understand that Jammin Java's commercial agreements with Mother Parkers under which Mother Parkers sources, roasts and distributes Marley Coffee in Canada are structured as a sublicense. Such a sublicense violates Sections 1(a) and 20(c) of both the Long Term and Short Term Agreements, as well as Section 16(c) of the Long Term Agreement. This letter constitutes Jammin Java's fifteen (15) days notice to cure under Section 15(a)(ii).

(e) Jammin Java has an obligation pursuant to Section 14(a) of the Short Term Agreement to "continuously and diligently seek to fill **all** accepted purchase orders for Licensed Property." (Emphasis added.) This obligation goes to the very heart of the Short Term Agreement and is a necessary protection for the Marley Coffee brand. Last week you and Brent Toevs confirmed that Jammin Java is no longer filling **all** accepted purchase orders, but is allegedly picking and choosing which orders to fill and (perhaps) shipping based on its judgment as to which orders are more "important." Regardless of whether or not certain orders are actually being shipped, failing to fill all of the purchase orders puts the Marley Coffee brand at risk and is in material breach of the Short Term Agreement. This letter constitutes Jammin Java's fifteen (15) days notice to cure under Section 15(a)(ii).

(f) Jammin Java undertook to "conduct the advertising, promotion and sale of [Marley Coffee] in a manner commensurate with the promotion and sale of high quality merchandise." (Section 10(b)(iv) Short Term Agreement). Our understanding is that there is no, or certainly no commercially significant, current advertising or promotion of Marley Coffee, and there has not been for some lengthy period of time, due to the desperate financial condition Jammin Java finds itself in, such that Jammin Java is in material breach of this obligation. Accordingly, this letter constitutes Jammin Java's fifteen (15) days notice to cure under Section 15(a)(ii).

(g) Jammin Java has "ceased operations" within the meaning of section 15(a)(iv) of the Short Term Agreement. Among other things, you admitted in our telephone conversation last week that Jammin Java is unable to pay for bagged coffee and, as a result, NCR has ceased its distribution operations for Marley Coffee. Additionally, Jammin Java is not able to meet its significant debt obligations to Mother Parkers and as a result Mother Parkers has ceased all shipments in the US. This constitutes grounds for immediate termination of the Short Term Agreement under Section 15(a)(iv).

In light of the various material breaches, some curable as set forth in the Short Term Agreement and remaining uncured and others which are not curable and give rise to HRM's right to immediately terminate the Short Term Agreement, you are hereby advised that the Short Term Agreement is terminated effective immediately. HRM therefore demands that all use of the Marley Coffee trademark immediately cease.

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This letter is not intended to be a complete statement of 56 Hope Road's rights and remedies, all of which are expressly herein reserved.

Sincerely,



Bonnie E. Eskenazi

cc: Brent Toevs
Rohan Marley
Cedella Marley
Ziggy Marley
Stephen Marley
(all via email)