

Bonnie E. Eskenazi

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June 27, 2016

**Via Email and Federal Express**  
**anh@marleycoffee.com**

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

Re: Termination of License Agreement

Dear Anh:

As you know, our firm represents Fifty-Six Hope Road Music Limited ("56 Hope Road"), the licensor under that certain License Agreement with Jammin' Java Corp. ("Jammin' Java"), dated August 7, 2012 (the "License Agreement").

By my letter of June 2, 2016 (the "Notice Letter"), 56 Hope Road provided written notice to Jammin' Java of its various material breaches of the License Agreement and provided the contractually required fifteen (15) days' notice to cure those breaches which were curable. However, those breaches that were curable were not in fact cured timely or at all. Most notably, Jammin' Java has failed to pay the \$297,324.05 in outstanding royalties due to 56 Hope Road. Additionally, Jammin' Java has failed to provide any of the certified annual statements, quarterly financial statements and annual audited financial statements requested and required to be provided, despite being put on express notice of their delinquency in direct contravention of the License Agreement.

To make matters worse, over the past four (4) years Jammin' Java has materially breached the License Agreement by repeatedly engaging in conduct which is contrary to the License Agreement, some of which was not curable. To name a few, (1) the SEC's complaint and subsequent consent decree against Jammin' Java which constitutes a "negative or unlawful finding" of Jammin' Java's activities; (2) Jammin' Java's unlawful execution of a license to C&V to use the Marley Coffee trademark in connection with coffee houses; and (3) Jammin' Java's impermissible assignment of a security interest in the License Agreement to various lenders.

Therefore, because the curable breaches identified in the Notice Letter were not cured within the time allowed to do so under the License Agreement and because of the existence of the incurable breaches as well, on June 24, 2016 the License Agreement terminated. Although there is no contractual requirement to do so, for absence of doubt, this letter shall serve as notice

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of termination of the License Agreement at the close of business on June 24, 2016. 56 Hope Road therefore demands that all use of the Marley Coffee trademark immediately cease.

Despite the termination of the License Agreement, our client is willing to enter into a new short term license with Jammin' Java which will enable Jammin' Java to continue doing business using the Marley Coffee trademark while the parties explore whether there is some basis to continue the relationship on better footing ("Short Term License Agreement"). Attached is a draft of a Short Term License Agreement which is acceptable to 56 Hope Road provided that certain pre-conditions are met.

The pre-conditions that must be met in order for the Short Term License to be executed by 56 Hope Road or its affiliates are as follows:

(a) Jammin' Java must immediately pay to 56 Hope Road \$50,000, commit to pay the balance owing of \$247,324.05 in full by August 31, 2016 and execute a promissory note acknowledging the debt and security agreement securing such payment (both also attached);

(b) Jammin' Java must immediately provide the delinquent certified annual statements, quarterly financial statements and annual audited financial statements demanded in the Notice Letter; and

(c) Jammin' Java must expressly agree that 56 Hope Road or its affiliates may currently explore (i) directly with Jammin' Java's current and potential business partners, including SCB Global and Mother Parkers, whether there is a basis for a continued relationship with Jammin' Java; and (ii) other potential options with unrelated third parties that 56 Hope Road might have once the Short Term License Agreement terminates.

If Jammin' Java fulfills the above conditions and executes the attached Short Term License Agreement (which maintains many of the same terms present in the now-terminated License Agreement) and related promissory note and security agreement, then Jammin' Java can continue to use the Marley Coffee trademark in accordance with the Short Term License Agreement.

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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

Encls.

cc: Brent Toevs  
Rohan Marley  
Cedella Marley  
Ziggy Marley  
Stephen Marley  
(all w/ encls. and via email)