

EXHIBIT D



July 16, 2019

SENT VIA FEDERAL EXPRESS AND ELECTRONIC MAIL

GLJ, Inc.
MJC Confections LLC
999 South Oyster Bay Road, Building 500
Bethpage, NY 11714
Attn: Craig Fraum (craig@midnitesnax.com)
Attn: Matthew Silberstein (matt@hamptonpopcorn.com)

Re: Services Agreement, dated August 11, 2017 (the "Services Agreement"), by and between Sugarfina, Inc., a Delaware corporation ("Sugarfina"), and each of GLJ, Inc., a New York corporation, and MJC Confections LLC, a New York limited liability company (collectively, "MNS")

Dear Craig and Matt:

Pursuant to Section 23(e) of the Services Agreement, Sugarfina hereby provides a Termination Intent Notice (as defined in the Services Agreement) of its election to terminate the Services Agreement.

On July 9, 2019, Sugarfina provided written notice of an Identified Concern (as defined the Services Agreement) relating to various infringements of Sugarfina's rights relating to its Intellectual Property (as defined in the Services Agreement). In that July 9, 2019 letter, Sugarfina notified MNS of numerous different instances of infringing products displayed for sale on its website and also reminded MNS (as was previously noted an email dated March 7, 2019 from Sugarfina's General Counsel) that the limited license granted to MNS in Section 23(d) of the Services Agreement expired in February of 2019.

On July 10, 2019, MNS responded to Sugarfina categorically denying that infringing items were put on the website and asking for Sugarfina to bring to its attention any active infringing items. This request to "bring to [MNS's] attention" any active infringing items did not indicate an intention by MNS to work in good faith, as Sugarfina's July 9, 2019 letter set forth specific examples of those infringing products, and specifically identified them as "Identified Concerns" as defined by Section 23(e) of the Services Agreement.

As of today, July 16, 2019, (i) 6 of 7 of those items specifically called out in our July 9, 2019 letter remain on the website, (ii) there are still numerous items set forth on Exhibit D of the Service Agreement available on the MNS website, and (iii) more than 30 items appear on MNS's website when searching for "Signature Cube".



Sugarfina expends considerable time and money protecting its intellectual property. MNS's failure to immediately remove all infringing products from the MNS website after being notified by Sugarfina, pursuant to Section 23(e) of the Services Agreement, of MNS's violation of the covenants set forth in Section 23, and MNS's blatantly false representation, in its July 10, 2019 letter, that infringing products were not being sold on the MNS website, indicates that not only has MNS failed to act with the good faith contemplated by Section 23(e) of the Services Agreement, MNS has also intentionally breached the Services Agreement.

Thus, in accordance with the terms of Section 23(e) of the Services Agreement, Sugarfina hereby provides notice of its intent to immediately terminate the Services Agreement upon delivery of this Termination Intent Notice. The Transition Period shall commence upon the delivery of this Termination Intent Notice. As provided for in Section 6(d)(ii) of the Services Agreement, Sugarfina will soon specify the length of the Transition Period, which in no event shall be longer than one hundred and twenty (120) days from the delivery of this Termination Intent Notice.

Pursuant to Section 6(d) of the Services Agreement, Sugarfina hereby requests and directs MNS to produce sample packets of Sugarfina's product. Sugarfina intends to provide specific directions regarding these services, including the length of time that Sugarfina will require these services, soon.

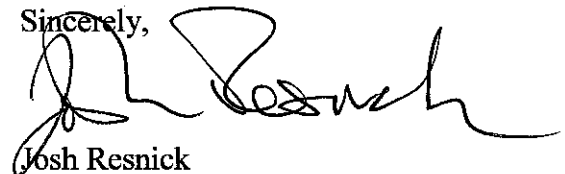
In addition, pursuant to Section 6(d) of the Services Agreement, Sugarfina hereby requests that MNS provide to Sugarfina all updated and current records maintained by MNS relating to the Merchandise or SGR Product (both as defined in the Services Agreement).

Sugarfina will connect with MNS soon to coordinate the additional aspects of the transition.

None of the foregoing shall be construed as a waiver of any rights and remedies Sugarfina may have at law or in equity, and Sugarfina hereby reserves any and all such rights and remedies.

As noted above, we will be in contact soon about the performance of final services during the Transition Period and we look forward to a smooth transition.

Sincerely,



Josh Resnick
Chief Executive Officer

CC (via email): Lance Miller
Scott Cuillard
Danny Coorsh