

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM803146

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Profound Lostro LLC		02/04/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lostronaut Inc		
<b>Street Address:</b>	1916 Pike Place Ste 12 #1315		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5887138	LOSTRONAUT	
<b>Registration Number:</b>	6722438	LOSTRONAUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	drew@revisionlegal.com		
<b>Correspondent Name:</b>	Andrew Jurgensen		
<b>Address Line 1:</b>	444 Cass Street Suite D		
<b>Address Line 4:</b>	Traverse City, MICHIGAN 49684		
<b>NAME OF SUBMITTER:</b>	Andrew Jurgensen		
<b>SIGNATURE:</b>	/Andrew Jurgensen/		
<b>DATE SIGNED:</b>	04/14/2023		
<b>Total Attachments: 14</b>			
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## Exhibit D-1

### SECURED PROMISSORY NOTE (“Note”)

FOR VALUE RECEIVED, the undersigned, **Profound Lostro LLC (“Maker”)** hereby promise to pay to the order of **LOSTRONAUT INC (“Payee”)**, the principal sum of Two Hundred Fifty Thousand Dollars (**\$250,000**), in lawful money of the United States of America, together with interest (calculated on the basis of a 365-day year) on the unpaid principal balance from day to day remaining, computed from the date of advance until maturity at the rate per annum which shall from day to day be equal to zero percent (0%) per annum.

In consideration of Maker agreeing to the terms of this Secured Promissory Note and Security Agreement (this “**Note**”), Payee has agreed to sell Payee’s assets to Maker.

**1. Definitions.** When used in this Note, the following terms shall have the respective meanings specified herein or in the **Section** referred to:

“**APA**” means that certain Asset Purchase Agreement dated as of the date hereof by and between the Maker and the Payee.

“**Business Day**” means a day upon which business is transacted by national banks in Austin, Texas.

“**Maximum Rate**” means, with respect to the holder hereof, the maximum non-usurious rate of interest which, under all legal requirements, such holder is permitted to contract for, charge, take, reserve, or receive on this Note. If the laws of the State of Texas are applicable for purposes of determining the “**Maximum Rate**,” then such term means the “*weekly ceiling*” from time to time in effect under *Texas Finance Code §303.001*, as amended, as limited by *Texas Finance Code §303.009*.

“**Obligation**” means all indebtedness, liabilities, and obligations, of every kind and character, of Maker, now or hereafter existing in favor of Payee, regardless of whether the same may, prior to their acquisition by Payee, be or have been payable to some other person or entity, including, but not limited to, all indebtedness, liabilities, and obligations arising under this Note.

“**Transaction Documents**” shall mean this Note and the APA.

“**Closing**” shall have the same meaning as the APA.

**2. Payment.** The unpaid principal of and interest upon this Note shall be payable on the 1-year anniversary of Closing (“**Maturity Date**”).

All payments of principal and interest of this Note shall be made by Maker to Payee in federal or other immediately available funds. Payments made to Payee by Maker hereunder shall be applied first to accrued interest and then to principal.

Should the principal of, or any installment of the principal of, or interest upon, this Note become due and payable on any day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day, and interest shall be payable with respect to such extension.

For the purposes of securing payment of this Note, Maker pledge, grant and deliver over to Payee a security interest in the following collateral (collectively, the “**Pledged Interests**”) in connection with the APA:

All of the assets of the Maker, including, but not limited to, all accounts, “as-extracted” collateral, chattel paper, deposit accounts, documents, equipment, farm products, general intangibles (including payment intangibles), goods, instruments (including promissory notes), inventory, investment property, letters of credit and letter-of-credit rights, supporting obligations, and, to the extent not listed above as original collateral, proceeds and products of the foregoing, including all inventory repossessed or returned, and, in addition, as used in this Security Agreement, inventory includes goods being processed for sale in Seller’s business, as now or later conducted, including raw materials, work in process, finished goods, and materials and supplies used or consumed in the Maker’s business.

Maker will defend its title to the Pledged Interests against all persons and will, upon request of the Payee, furnish such further assurances of title as may be required by Payee. Maker authorizes Payee to file financing statements, and continuation statements in connection therewith, covering the Pledged Interests and all proceeds and products therefrom, and containing such legends as Payee shall deem necessary or desirable to protect Payee’s interests in the Pledged Interests, provided immediately upon payment in full of this Note Payee shall release all financing statements filed in connection with this Note. Notwithstanding the foregoing, the security hereunder may be subordinate to any existing liens described in the Purchase Agreement or as required by Payee to Maker or to financial institutions including banks.

As long as no Event of Default under this Note occurs, Maker shall be entitled to all economic benefit of the ownership of the Pledged Interests. If a substantial portion of the assets of the Business are sold to a third party, or if a substantial portion of the membership or equity interests in Payee are sold to a third party, then Maker agrees to pay this Note in full promptly after the consummation of such sale.

**3. Waivers.** Maker and each surety, endorser, guarantor, and other party ever liable for payment of any sums of money payable upon this Note, jointly and severally waive presentment, demand, protest, notice of protest and non-payment or other notice of default, notice of acceleration, and intention to accelerate, or other notice of any kind, and agree that their liability under this Note shall not be affected by any renewal or extension in the time of payment hereof, or in any indulgences, or by any release or change in any security for the payment of this Note, and hereby consent to any and all renewals, extensions, indulgences, releases, or changes, regardless of the number of such renewals, extensions, indulgences, releases, or changes.

No waiver by Payee of any of its rights or remedies hereunder or under any other document evidencing or securing this Note or otherwise, shall be considered a waiver of any other subsequent right or remedy of Payee; no delay or omission in the exercise or enforcement by Payee of any rights or remedies shall ever be construed as a waiver of any right or remedy of Payee; and no exercise or enforcement of any such rights or remedies shall ever be held to exhaust any right or remedy of Payee.

#### **4. Default and Remedies.**

(a) An “*Event of Default*” shall exist hereunder if any one or more of the following events shall occur and be continuing: (i) Maker shall fail to pay when due any principal of, or interest upon, this Note or any Obligation within fifteen (15) days after written notice from Payee of such failure is received by Maker; (ii) any representation or warranty made by Maker to Payee herein or in any of the Transaction Documents shall prove to be untrue or inaccurate in any material respect, and remains uncorrected for thirty (30) days after written notice from Payee of such untruth or inaccuracy is received by Maker; (iii) default shall occur in the performance of any of the covenants or agreements of Maker contained herein or in the any of the Transaction Documents, and such default remains uncured for thirty (30) days after written notice from Payee of such untruth or inaccuracy, is received by Maker; (iv) default shall occur in the payment of any material indebtedness of Maker, or any such indebtedness shall become due before its stated maturity by acceleration of the maturity thereof or otherwise or shall become due by its terms and shall not be promptly paid or extended; (v) the Note or any of the Transaction Documents shall cease to be legal, valid, binding agreements enforceable against any party executing the same in accordance with the respective terms thereof or shall in any way be terminated or become or be declared ineffective or inoperative or shall in any way whatsoever cease to give or provide the respective liens, security interests, rights, titles, interests, remedies, powers or privileges intended to be created thereby; (vi) Maker shall (A) apply for or consent to the appointment of a receiver, trustee, intervenor, custodian or liquidator of itself or of all or a substantial part of its assets, (B) be adjudicated a bankrupt or insolvent or file a voluntary petition for bankruptcy or admit in writing that it is unable to pay its debts as they become due, (C) make a general assignment for the benefit of creditors, (D) file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, or (E) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, or take corporate action for the purpose of effecting any of the foregoing; (vii) an order, judgment or decree shall be entered by any court of competent jurisdiction or other competent authority approving a petition seeking reorganization of Maker or appointing a receiver, trustee, intervenor or liquidator of any such person, or of all or substantially all of its or their assets, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days; or (viii) any final judgment(s) for the payment of money shall be rendered against Maker and such judgment or judgments shall not be satisfied or discharged at least ten (10) days prior to the date on which any of its assets could be lawfully sold to satisfy such judgments.

(b) Upon the occurrence of any Event of Default hereunder, then in any such event the Payee may, at its option, (i) declare the entire unpaid balance of principal and accrued interest of the Obligation to be immediately due and payable without presentment or notice of any kind which Maker waive pursuant to **Section 3** herein; (ii) reduce any claim to judgment; and/or (iii) pursue and enforce any of Payee's rights and remedies available pursuant to any applicable law or agreement including, without limitation, foreclosing all liens and security interests securing payment thereof or any part thereof; provided, however, in the case of any Default specified in **(vi)** or **(vii)** of **Section 4(a)** above with respect to Maker, without any notice to Maker or any other act by Payee, the principal of and interest on this Note shall become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are hereby waived by Maker.

**5. Voluntary Prepayment.** Maker reserve the right to prepay the outstanding principal balance of this Note, in whole or in part, at any time and from time to time, without premium or penalty. Any such prepayment shall be made together with payment of interest accrued on the amount of principal being prepaid through the date of such prepayment.

**6. Usury Laws.** Regardless of any provisions contained in this Note, the Payee shall never be deemed to have contracted for or be entitled to receive, collect, or apply as interest on the Note, any amount in excess of the Maximum Rate, and, in the event Payee ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of this Note, and, if the principal balance of this Note is paid in full, then any remaining excess shall forthwith be paid to Maker. In determining whether or not the interest paid or payable under any specific contingency exceeds the highest lawful rate, Maker and Payee shall, to the maximum extent permitted under applicable law, (a) characterize any non-principal payment (other than payments which are expressly designated as interest payments hereunder) as an expense, fee, or premium, rather than as interest, (b) exclude voluntary prepayments and the effect thereof, and (c) spread the total amount of interest throughout the entire contemplated term of this Note so that the interest rate is uniform throughout such term.

**7. Notices.** Written notice under this Agreement may be given by one party to the other by email at the addresses as set forth below. Any notice that may be given by either Maker or Payee shall be in writing and shall be deemed given upon the earlier of the time of receipt thereof by the person entitled to receive such notice, or if mailed by registered or certified mail or with a recognized overnight mail courier upon five (5) days after deposit with the United States Post Office or one (1) day after deposit with such overnight mail courier, if postage is prepaid and mailing is addressed to Maker or Payee, as the case may be, at the following addresses, or to a different address previously given in a written notice to the other party:

To Maker:

Profound Lostro LLC  
c/o Matt Howitt  
3267 Bee Caves Rd #107-340  
Austin, Texas 78746

notices@profoundcommerce.com

To Payee:

LOSTRONAUT INC  
c/o Jesse Weinberg  
1916 Pike Place Ste 12 #1315  
Seattle, WA 98101  
jesseweinberg@gmail.com

8. **GOVERNING LAW.** THIS INSTRUMENT AND ALL ISSUES AND CLAIMS ARISING IN CONNECTION WITH OR RELATING TO THE INDEBTEDNESS EVIDENCED HEREBY SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

9. **JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THIS NOTE OR ANY TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR THE ACTIONS OF PAYEE IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS A CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

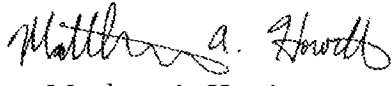
10. **ENTIRETY.** THE PROVISIONS OF THIS NOTE AND THE TRANSACTION DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY MAKER AND PAYEE. THIS NOTE AND THE APA EMBODY THE FINAL, ENTIRE AGREEMENT OF MAKER AND PAYEE AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF MAKER AND PAYEE. THERE ARE NO ORAL AGREEMENTS BETWEEN MAKER AND PAYEE.

*(signature page follows)*




**Maker:**

Profound Lostro LLC,  
a Texas limited liability company

By:   
Name: Matthew A. Howitt  
Title: President

**Payee:**

LOSTRONAUT INC,  
a Washington State corporation

By:   
Name: Jesse Weinberg  
Title: President

## Exhibit D-2

### SECURED PROMISSORY NOTE (“Note”)

FOR VALUE RECEIVED, the undersigned, **Profound Lostro LLC (“Maker”)** hereby promise to pay to the order of **LOSTRONAUT INC (“Payee”)**, the principal sum of One Hundred Fifty Eight Thousand Dollars (**\$158,000**), in lawful money of the United States of America, together with interest (calculated on the basis of a 365-day year) on the unpaid principal balance from day to day remaining, computed from the date of advance until maturity at the rate per annum which shall from day to day be equal to zero percent (0%) per annum.

In consideration of Maker agreeing to the terms of this Secured Promissory Note and Security Agreement (this “**Note**”), Payee has agreed to sell Payee’s assets to Maker.

**1. Definitions.** When used in this Note, the following terms shall have the respective meanings specified herein or in the **Section** referred to:

“**APA**” means that certain Asset Purchase Agreement dated as of the date hereof by and between Maker and the Payee.

“**Business Day**” means a day upon which business is transacted by national banks in Austin, Texas.

“**Maximum Rate**” means, with respect to the holder hereof, the maximum non-usurious rate of interest which, under all legal requirements, such holder is permitted to contract for, charge, take, reserve, or receive on this Note. If the laws of the State of Texas are applicable for purposes of determining the “**Maximum Rate**,” then such term means the “*weekly ceiling*” from time to time in effect under *Texas Finance Code §303.001*, as amended, as limited by *Texas Finance Code §303.009*.

“**Obligation**” means all indebtedness, liabilities, and obligations, of every kind and character, of Maker, now or hereafter existing in favor of Payee, regardless of whether the same may, prior to their acquisition by Payee, be or have been payable to some other person or entity, including, but not limited to, all indebtedness, liabilities, and obligations arising under this Note.

“**Transaction Documents**” shall mean this Note and the APA.

“**Closing**” shall have the same meaning as the APA.

**2. Payment.** The unpaid principal of and interest upon this Note shall be payable on the 2-year anniversary of Closing (“**Maturity Date**”).

All payments of principal and interest of this Note shall be made by Maker to Payee in federal or other immediately available funds. Payments made to Payee by Maker hereunder shall be applied first to accrued interest and then to principal.

Should the principal of, or any installment of the principal of, or interest upon, this Note become due and payable on any day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day, and interest shall be payable with respect to such extension.

For the purposes of securing payment of this Note, Maker pledge, grant and deliver over to Payee a security interest in the following collateral (collectively, the “**Pledged Interests**”) in connection with the APA:

All of the assets of the Maker, including, but not limited to, all accounts, “as-extracted” collateral, chattel paper, deposit accounts, documents, equipment, farm products, general intangibles (including payment intangibles), goods, instruments (including promissory notes), inventory, investment property, letters of credit and letter-of-credit rights, supporting obligations, and, to the extent not listed above as original collateral, proceeds and products of the foregoing, including all inventory repossessed or returned, and, in addition, as used in this Security Agreement, inventory includes goods being processed for sale in Seller’s business, as now or later conducted, including raw materials, work in process, finished goods, and materials and supplies used or consumed in the Maker’s business.

Maker will defend its title to the Pledged Interests against all persons and will, upon request of the Payee, furnish such further assurances of title as may be required by Payee. Maker authorizes Payee to file financing statements, and continuation statements in connection therewith, covering the Pledged Interests and all proceeds and products therefrom, and containing such legends as Payee shall deem necessary or desirable to protect Payee’s interests in the Pledged Interests, provided immediately upon payment in full of this Note Payee shall release all financing statements filed in connection with this Note. Notwithstanding the foregoing, the security hereunder may be subordinate to any existing liens described in the Purchase Agreement or as required by Payee to Maker or to financial institutions including banks.

As long as no Event of Default under this Note occurs, Maker shall be entitled to all economic benefit of the ownership of the Pledged Interests. If a substantial portion of the assets of the Business are sold to a third party, or if a substantial portion of the membership or equity interests in Payee are sold to a third party, then Maker agrees to pay this Note in full promptly after the consummation of such sale.

2.2. **Guaranty.** Guarantor hereby absolutely, unconditionally and irrevocably guarantees the punctual payment and performance, when due, whether at stated maturity, by acceleration or otherwise, of all Obligations, whether absolute or contingent and whether for principal, interest (including, without limitation, interest that but for the existence of a bankruptcy, reorganization or similar proceeding would accrue), fees, amounts owing in respect of the Note, amounts required to be provided as collateral, indemnities, expenses or otherwise (collectively, the “Guaranteed Obligations”). Without limiting the generality of the foregoing, Guarantor’s liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed

by the Maker to the Payee, but for the fact that they are unenforceable or not allowable due to insolvency or the existence of a bankruptcy, reorganization or similar proceeding involving the Maker or such other Subsidiary.

**3. Waivers.** Maker and each surety, endorser, guarantor, and other party ever liable for payment of any sums of money payable upon this Note, jointly and severally waive presentment, demand, protest, notice of protest and non-payment or other notice of default, notice of acceleration, and intention to accelerate, or other notice of any kind, and agree that their liability under this Note shall not be affected by any renewal or extension in the time of payment hereof, or in any indulgences, or by any release or change in any security for the payment of this Note, and hereby consent to any and all renewals, extensions, indulgences, releases, or changes, regardless of the number of such renewals, extensions, indulgences, releases, or changes.

No waiver by Payee of any of its rights or remedies hereunder or under any other document evidencing or securing this Note or otherwise, shall be considered a waiver of any other subsequent right or remedy of Payee; no delay or omission in the exercise or enforcement by Payee of any rights or remedies shall ever be construed as a waiver of any right or remedy of Payee; and no exercise or enforcement of any such rights or remedies shall ever be held to exhaust any right or remedy of Payee.

**4. Default and Remedies.**

(a) An “*Event of Default*” shall exist hereunder if any one or more of the following events shall occur and be continuing: (i) Maker shall fail to pay when due any principal of, or interest upon, this Note or any Obligation within fifteen (15) days after written notice from Payee of such failure is received by Maker; (ii) any representation or warranty made by Maker to Payee herein or in any of the Transaction Documents shall prove to be untrue or inaccurate in any material respect, and remains uncorrected for thirty (30) days after written notice from Payee of such untruth or inaccuracy is received by Maker; (iii) default shall occur in the performance of any of the covenants or agreements of Maker contained herein or in the any of the Transaction Documents, and such default remains uncured for thirty (30) days after written notice from Payee of such untruth or inaccuracy, is received by Maker; (iv) default shall occur in the payment of any material indebtedness of Maker, or any such indebtedness shall become due before its stated maturity by acceleration of the maturity thereof or otherwise or shall become due by its terms and shall not be promptly paid or extended; (v) the Note or any of the Transaction Documents shall cease to be legal, valid, binding agreements enforceable against any party executing the same in accordance with the respective terms thereof or shall in any way be terminated or become or be declared ineffective or inoperative or shall in any way whatsoever cease to give or provide the respective liens, security interests, rights, titles, interests, remedies, powers or privileges intended to be created thereby; (vi) Maker shall (A) apply for or consent to the appointment of a receiver, trustee, intervenor, custodian or liquidator of itself or of all or a substantial part of its assets, (B) be adjudicated a bankrupt or insolvent or file a voluntary petition for bankruptcy or admit in writing that it is unable to pay its debts as they become due,

(C) make a general assignment for the benefit of creditors, (D) file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, or (E) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, or take corporate action for the purpose of effecting any of the foregoing; (vii) an order, judgment or decree shall be entered by any court of competent jurisdiction or other competent authority approving a petition seeking reorganization of Maker or appointing a receiver, trustee, intervenor or liquidator of any such person, or of all or substantially all of its or their assets, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days; or (viii) any final judgment(s) for the payment of money shall be rendered against Maker and such judgment or judgments shall not be satisfied or discharged at least ten (10) days prior to the date on which any of its assets could be lawfully sold to satisfy such judgments.

(b) Upon the occurrence of any Event of Default hereunder, then in any such event the Payee may, at its option, (i) declare the entire unpaid balance of principal and accrued interest of the Obligation to be immediately due and payable without presentment or notice of any kind which Maker waive pursuant to **Section 3** herein; (ii) reduce any claim to judgment; and/or (iii) pursue and enforce any of Payee's rights and remedies available pursuant to any applicable law or agreement including, without limitation, foreclosing all liens and security interests securing payment thereof or any part thereof; provided, however, in the case of any Default specified in **(vi) or (vii) of Section 4(a)** above with respect to Maker, without any notice to Maker or any other act by Payee, the principal of and interest on this Note shall become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are hereby waived by Maker.

**5. Voluntary Prepayment.** Maker reserve the right to prepay the outstanding principal balance of this Note, in whole or in part, at any time and from time to time, without premium or penalty. Any such prepayment shall be made together with payment of interest accrued on the amount of principal being prepaid through the date of such prepayment.

**6. Usury Laws.** Regardless of any provisions contained in this Note, the Payee shall never be deemed to have contracted for or be entitled to receive, collect, or apply as interest on the Note, any amount in excess of the Maximum Rate, and, in the event Payee ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of this Note, and, if the principal balance of this Note is paid in full, then any remaining excess shall forthwith be paid to Maker. In determining whether or not the interest paid or payable under any specific contingency exceeds the highest lawful rate, Maker and Payee shall, to the maximum extent permitted under applicable law, (a) characterize any non-principal payment (other than payments which are expressly designated as interest payments hereunder) as an expense, fee, or premium, rather than as interest, (b) exclude voluntary prepayments and the effect thereof, and (c) spread the total amount of interest throughout the entire contemplated term of this Note so that the interest rate is uniform throughout such term.

7. **Notices.** Written notice under this Agreement may be given by one party to the other by email at the addresses as set forth below. Any notice that may be given by either Maker or Payee shall be in writing and shall be deemed given upon the earlier of the time of receipt thereof by the person entitled to receive such notice, or if mailed by registered or certified mail or with a recognized overnight mail courier upon five (5) days after deposit with the United States Post Office or one (1) day after deposit with such overnight mail courier, if postage is prepaid and mailing is addressed to Maker or Payee, as the case may be, at the following addresses, or to a different address previously given in a written notice to the other party:

To Maker:

Profound Lostro LLC  
Profound Commerce, Inc.  
c/o Matt Howitt  
3267 Bee Caves Rd #107-340  
Austin, Texas 78746  
notices@profoundcommerce.com

To Payee:

LOSTRONAUT INC  
c/o Jesse Weinberg  
1916 Pike Place Ste 12 #1315  
Seattle, WA 98101  
jesseweinberg@gmail.com

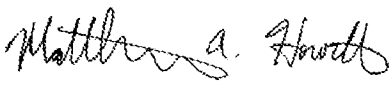
8. **GOVERNING LAW.** THIS INSTRUMENT AND ALL ISSUES AND CLAIMS ARISING IN CONNECTION WITH OR RELATING TO THE INDEBTEDNESS EVIDENCED HEREBY SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

9. **JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THIS NOTE OR ANY TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR THE ACTIONS OF PAYEE IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS A CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

10. **ENTIRETY.** THE PROVISIONS OF THIS NOTE AND THE TRANSACTION DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY MAKER AND PAYEE. THIS NOTE AND THE APA EMBODY THE FINAL, ENTIRE AGREEMENT OF MAKER AND PAYEE AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF MAKER AND PAYEE. THERE ARE NO ORAL AGREEMENTS BETWEEN MAKER AND PAYEE.


**Maker:**

Profound Lostro LLC,  
a Texas limited liability company

By:   
Name: Matthew A. Howitt  
Title: President

**Payee:**

LOSTRONAUT INC,  
a Washington State corporation

By:   
Name: Jesse Weinberg  
Title: President

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**SELLER:**


LOSTRONAUT INC,  
a Washington State corporation

By: \_\_\_\_\_  
Name: Jesse Weinberg  
Its: President

AGREED TO AND ACCEPTED:

**PURCHASER:**

Profound Lostro LLC,  
a Texas limited liability company

By:   
Name: Matthew A. Howitt  
Its: President