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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): December 23, 2013

**iGo, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State of other jurisdiction of incorporation)

**0-30907**

(Commission File Number)

**86-0843914**

(I.R.S. Employer Identification Number)

**17800 North Perimeter Dr., Suite 200,  
Scottsdale, Arizona 85255**

(Address of principal executive offices, including zip code)

**(480) 596-0061**

(Registrant's telephone number, including area code)

**Not Applicable**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Item 1.01 Entry into a Material Definitive Agreement

On December 23, 2013, iGo, Inc., a Delaware corporation (the “**Company**”), and Incipio Technologies, Inc., a California corporation (the “**Licensee**”), entered into an Inventory Purchase and License Agreement (the “**License Agreement**”), pursuant to which Licensee will manage the manufacture, sales and distribution of the Company’s iGO® branded line of battery, charger, and power supply products and accessories and other future products that may be developed by the Company and Licensee (the “**Licensed Products**”). The Company believes the License Agreement offers the Company a means to significantly reduce overhead, consistent with its previous cost-saving decisions, by transferring to Licensee the costs of the manufacture and distribution of the Company’s line of products, from which the Company will receive an ongoing revenue stream.

Under the terms of the License Agreement, the Company will grant Licensee a non-exclusive license to use the Company’s iGO® trademarks (the “**Marks**”) and other intellectual property as necessary for Licensee to manufacture, promote, sell and distribute the Licensed Products worldwide (the “**Territory**”) through Licensee’s network of distributors and retail partners and the Company’s online store. In consideration for the rights granted under the Agreement, Licensee will pay the Company a percentage of net sales of certain Licensed Products and the net profits of certain other Licensed Product sold in the Territory and Licensee bear all the costs of manufacture, inventory management, distribution and sale of Licensed Products.

Also in consideration for the rights granted under the License Agreement and to facilitate the transition to Licensee’s management of the Company’s iGO® branded line of Licensed Products, Licensee will purchase for resale the Company’s existing, on hand inventory of Licensed Products and outstanding, unfulfilled purchase orders for Licensed Products, except for certain product inventory that has been identified by the Company and Licensee as obsolete or which lacks sufficient market demand. Licensee will purchase such inventory of Licensed Products at pre-determined prices based on the parties’ joint inspection of such inventory, the estimated retail value of such inventory, Licensee’s anticipated costs of reworking, repackaging and distributing such inventory and the current market opportunities for such inventory.

The License Agreement contains customary representations and warranties and indemnities by each of the Company and Licensee. The License Agreement also includes certain restrictions on the ability of the Company to directly or indirectly sell Licensed Products during the term of the License Agreement, except for inventory not otherwise purchased by Licensee.

The License Agreement has a term of two years, which will automatically renew for successive one-year periods unless and until terminated: (i) by a party alleging a material breach of the License Agreement by giving written notice to the other party and a reasonable period of time to cure such breach; (ii) immediately by either party upon the bankruptcy, insolvency, liquidation, dissolution of the other party; (iii) immediately by either party if any material representation or warranty made by a party is found to be materially incorrect or misleading; (iv) ) immediately by either party upon a “change in control” (as defined in the License Agreement) of the other party; and (v) without cause upon six (6) months written notice. Either party may also terminate the License Agreement upon thirty (30) days written notice if the parties are unable to resolve, in good faith, disputes arising under the License Agreement concerning Licensee’s use of the Marks, the quality of the Licensed Products sold by Licensee, or the extent or scope of Licensee’s efforts to manufacture and sell Licensed Products.

During the term of the License Agreement and for a period of six (6) months after expiration or termination of the License Agreement, the Company shall not sell the Marks to any unaffiliated third party unless the Company has first offered the Marks to Licensee at a price not greater than and on material terms no less favorable to Licensee than the price and terms Licensor offers to any third party.

The foregoing description of the License Agreement does not purport to be a complete description of the terms of the License Agreement and is qualified in its entirety by reference to the Agreement, a copy of which is expected to be filed as an exhibit to the Company’s Annual Report on Form 10-K for the year ending December 31, 2013. Portions of the License Agreement may be omitted in accordance with a request for confidential treatment that the Company expects to submit to the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

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The License Agreement described herein may contain representations, warranties and covenants of the Company and Licensee. The representations, warranties and covenants contained therein were, unless otherwise expressly stated therein, made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties to such agreement, and may be subject to limitations and exceptions agreed by the parties to such agreement, including being qualified by disclosures exchanged by the parties thereto. The representations and warranties may have been made for the purposes of allocating risk among the parties thereto instead of establishing such matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors or others. No one other than the parties to such agreement should rely on such representations, warranties and covenants, or any descriptions thereof, as characterizations of the actual state of facts or conditions regarding any party thereto or their respective assets or businesses.

#### **Item 8.01 Other Events**

On December 23, 2013, the Company and Licensee issued a joint press release to announce the transaction set forth above. A copy of the joint press release issued by the Company and Licensee is attached as Exhibit 99.1 and is incorporated herein by reference.

#### **Forward Looking Statements**

Certain statements made in this report are “forward-looking statements” intended to qualify for the safe harbors from liability established by the Private Securities Litigation Reform Act of 1995. Such forward-looking statements may be identified by, among other things, the use of forward-looking terminology such as “believes”, “expects”, “may”, “should”, “intend” or “anticipates” or the negative thereof or other variations thereon or comparable terminology, or by discussions of strategy that involve risks and uncertainties. These forward-looking statements are based largely based on current expectations of future events. If underlying assumptions prove inaccurate or unknown, or unknown risks or uncertainties materialize, actual results could vary materially from the Company’s expectations and projections. Risks and uncertainties that could cause results to differ materially from those expressed in these forward-looking statements include, among others, the Company’s new dependence on Licensee and its ability to expand and diversify the customer base and product offerings for iGO® products; fluctuations in the Company’s operating results because of: the timing of new product and technology introductions and product enhancements relative to the Company’s competitors, market acceptance of iGO® products, the ability of Licensee to effectively manage the manufacture, sales and distribution of iGO® products, product defects and other product quality problems, the degree and rate of growth in the markets for iGO® products and the accompanying demand for iGO® products; the Company’s reliance on and the risk relating to outsourced manufacturing fulfillment of iGO® products to Licensee. Other factors that could cause actual results to differ materially from those set forth in, contemplated by, or underlying these forward-looking statements are contained in the Company’s periodic reports filed with the SEC, including in its Annual Report on Form 10-K for the year ended December 31, 2012. The Company does not undertake to update the disclosures made herein, and you are urged to read its filings with the SEC.

#### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
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99.1	Joint Press Release of iGo, Inc. and Incipio Technologies, Inc., dated December 23, 2013.
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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

**IGO, INC.**

Date: December 23, 2013

By: /s/Terry R. Gibson

Terry R. Gibson

President and Chief Executive Officer

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**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
99.1	Joint Press Release of iGo, Inc. and Incipio Technologies, Inc., dated December 23, 2013.

\*\*\*FOR IMMEDIATE RELEASE\*\*\*



**Incipio® and iGO® Announce Licensing Agreement**

*Award Winning Designer and Manufacturer of Mobile Device Accessories  
To Enhance Breadth and Reach of iGO® Products.*

IRVINE, CA and SCOTTSDALE, AZ – December 23, 2013 – Incipio®, designer and manufacturer of award winning mobile device accessories, and iGO, Inc. (OTCQB: IGOI), a provider of innovative accessories for mobile devices, today announced a definitive licensing agreement.

Through the agreement, Incipio® will manage manufacturing, sales and distribution of iGO® products.

“The agreement offers unique opportunities for both companies, and Incipio looks forward to expanding our leadership and presence in the mobile space,” said Andy Fathollahi, Chief Executive, Incipio®.

iGO®, recognized for offering a wide-range of power solutions for mobile devices, will be operated independently as a separate brand from Incipio®.

“iGO’s mission and identity will remain the same, but the breadth and reach of the company is significantly enhanced through this agreement, and we are thrilled to have the support of Incipio® and their team,” said Jack Howard, Chairman of iGO, Inc. “Incipio has the infrastructure and talent to effectively promote and strengthen the iGO® brand and, in adding new distributors around the world, to take iGO® mobile accessories to a new level of market penetration.”

The iGO® portfolio of products will continue to be available through iGO’s growing sales channels, and customers will see new iGO® products launching in the coming months.

Incipio® continues to engineer state of the art, protective accessories for the latest mobile devices across all major brands, including Apple, Google, HTC, Kindle, LG, Microsoft, Motorola, Nokia, Samsung and Sony. Through an untiring commitment to provide customers with innovative mobile solutions, Incipio’s products are sold in over 40,000 retail locations worldwide. With these sales channels established by INCIPIO®, iGO® product offerings will now be immediately available to one of the industry’s largest customer bases.

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For the latest product news and announcements connect with Incipio on **Facebook** ([facebook.com/incipio](http://facebook.com/incipio)), **Twitter** ([twitter.com/myIncipio](http://twitter.com/myIncipio)) and **Instagram** (@Incipio (<http://instagram.com/incipio>))

#### **About Incipio®:**

Incipio® is a Southern California based designer and manufacturer of award winning mobile device accessories and technology. Established in 1999, Incipio® is widely recognized for consistently creating state of the art protective solutions for the mobile world. Through an untiring commitment to innovative and original designs, Incipio® is globally recognized for the functional and premium accessories the brand produces. Incipio's products are sold worldwide in leading consumer and electronics retailers, mobile retailers and through [www.incipio.com](http://www.incipio.com).

#### **About iGO, Inc.**

iGO, Inc. offers a full line of innovative accessories for almost every mobile electronic device on the market. Whether a consumer wants to power, protect, listen to, share, cool, hold or connect to their device, iGO® has the accessories they need.

iGO® products are available at [www.igo.com](http://www.igo.com) as well as through Incipio's sales channels. For more information, visit [www.igo.com](http://www.igo.com).

iGO® has adopted a Rights Agreement to deter acquisitions of 4.9% or more of iGO's common stock (subject to certain exceptions) by any group or person in order to protect iGO's ability to utilize its net loss carryforwards to reduce potential future federal income tax obligations.

#### **Forward-looking statements**

This press release contains "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934. The words "believe," "expect," "anticipate," "should," and other similar statements of our expectation identify forward-looking statements. These forward-looking statements are based largely on management's expectations and involve known and unknown risks, uncertainties and other factors, which may cause iGO's actual results, performance or achievements, or industry results, to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. Risks that could cause results to differ materially from those expressed in these forward-looking statements include, among others, the sufficiency of iGO's revenue to absorb expenses; iGO's new dependence on Incipio® and its ability to expand and diversify iGO's customer base and product offerings; iGO's ability to expand its revenue base; fluctuations in iGO's operating results because of: the timing of new product and technology introductions and product enhancements relative to iGO's competitors, market acceptance of iGO's products, the size and timing of customer orders, the ability of Incipio® to effectively manage the production, sales and distribution of iGO® products, product defects and other product quality problems, the degree and rate of growth in iGO's markets and the accompanying demand for iGO's products; decreasing sales prices on iGO® products over their sales cycles; iGO's reliance on and the risk relating to outsourced manufacturing fulfillment of iGO's products to Incipio®; design and performance issues with iGO® products; liability claims; iGO's failure to expand or protect its proprietary rights and intellectual property; intellectual property infringement claims against iGO®; increased competition and/or reduced demand in iGO's industry; and iGO's failure to comply with domestic and international laws and regulations; economic conditions, political events, war, terrorism, public health issues, natural disasters and similar circumstances. Additionally, other factors that could cause actual results to differ materially from those set forth in, contemplated by, or underlying these forward-looking statements are included in iGO's Annual Report on Form 10-K for the year ended December 31, 2012 under the heading "Risk Factors." In light of these risks and uncertainties, the forward-looking statements contained in this press release may not prove to be accurate. iGO® undertakes no obligation to publicly update or revise any forward-looking statements, or any facts, events, or circumstances after the date hereof that may bear upon forward-looking statements. Additionally, iGO® does not undertake any responsibility to release publicly updates on any occurrence of unanticipated events which may cause actual results to differ from those expressed or implied by these forward-looking statements.

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iGO®

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