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

FORM 10-K

(Mark One)

☑ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2013

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from __________________ to _________________

Commission file number: 1-35981

iGo, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware	**86-0843914**
(State or Other Jurisdiction of Incorporation or Organization)	**(IRS Employer Identification No.)**
17800 N. Perimeter Dr., Suite 200, Scottsdale, Arizona	**85255**
(Address of Principal Executive Offices)	**(Zip Code)**

(Registrant's telephone number, including area code): (480) 596-0061

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
None	**None**

Securities registered pursuant to Section 12(g) of the Act: None

____

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☑ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in part III of this Form 10-K or any amendment to this Form 10-K. ☑

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act (Check One).

Large Accelerated Filer ☐	Accelerated Filer ☐
Non-Accelerated Filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☑

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold as of the last business day of the registrant's most recently completed second fiscal quarter (June 30, 2013) was approximately $8 million. Solely for the purposes of this calculation, shares held by directors and executive officers and by each person known by the registrant to beneficially own 10% or more of the common stock of the registrant have been excluded. Such exclusion should not be deemed a determination or an admission by the registrant that such individuals are, in fact, affiliates of the registrant.

There were 2,944,707 shares of the registrant’s common stock issued and outstanding as of March 13, 2014.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement relating to its 2014 Annual Meeting of Stockholders to be filed with the Securities and Exchange Commission are incorporated by reference into Part III of this Form 10-K.

iGo, Inc.
FORM 10-K

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DISCLOSURE CONCERNING FORWARD-LOOKING STATEMENTS

This report contains statements that constitute "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. The words "believe," "expect," "anticipate," “estimate” and other similar statements of expectations identify forward-looking statements. Forward-looking statements in this report can be found in the “Business,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Financial Statements and Supplementary Data” sections as well as other sections of this report and include, without limitation, statements concerning our expectations regarding our anticipated revenue, costs, cash flows, gross profit, gross margins, operating efficiencies, and related expenses for 2014; the Company’s new dependence on Incipio Technologies, Inc., a California corporation (the “ Licensee”),and its ability to expand and diversify the customer base and product offerings for our 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 our products, the ability of Licensee to effectively manage the manufacture, sales and distribution of our products, product defects and other product quality problems, the degree and rate of growth in the markets for our products and the accompanying demand for our products; the Company’s reliance on and the risk relating to outsourced manufacturing fulfillment of our products to Licensee; our expectations regarding our strategy, including but not limited to, our intentions to expand the market availability and broaden the distribution base of our products, thus decreasing our reliance on sales to Wal-Mart; our beliefs regarding the market need for our products, the expected sources, availability and sufficiency of cash and liquidity; expected market and industry trends; our expectations regarding the success of new product introductions; our efforts to continue to reduce costs while retaining and pursuing existing and new customer relationships; our expectations about competition; trends in key operating metrics, including days outstanding in accounts receivable and inventory turns; the results of future tax audits and tax settlements; the realization of our deferred tax asset and the outcome of uncertain tax positions; the recognition of unrecognized equity compensation cost; other initiatives, including plans for internal product development, sourcing products from third-parties, joint marketing ventures, product bundling, expanding our distribution beyond consumer retail by selling products into additional distribution channels and the resulting positive impact on our revenue and earnings of these initiatives; our intention to retain cash balances in the United Kingdom; the possible disposition of assets; the possibility that we may attempt to access a credit facility; our intention and ability to hold marketable securities to maturity; our intentions about employing hedging strategies; and our expectations regarding the outcome and anticipated impact of various legal proceedings in which we may be involved; volatility in our stock price; illiquidity of our stock; concentration of stock ownership among our executive officers and principal stockholders; provisions in our certificate of incorporation, bylaws and Delaware law, as well as our stockholder rights plan, that could make a proposed acquisition of the Company more difficult; and dilution resulting from potential future stock issuances.

These forward-looking statements are based largely on our management's expectations and involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance, achievements, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Factors that could cause or contribute to such differences include those discussed herein under the heading “Risk Factors” and those set forth in other sections of this report and in other reports that we file with the Securities and Exchange Commission.

In light of these risks and uncertainties, there can be no assurance that the forward-looking statements contained in this report will prove to be accurate. We undertake 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.

PART I

Item 1. *Business*

Our Company

iGo, Inc. (together with its subsidiaries, "iGo", “we”, the “Company”, and “our”) design and develop products that make mobile electronic devices more efficient and cost effective, thus allowing professionals and other consumers to better utilize their mobile devices and access information more readily. Our current product offering primarily consists of power, batteries, audio and protection solutions for mobile electronic devices.

We have historically generated the majority of our revenue from the sale of chargers for laptops. However, consumers are increasingly using smartphones and tablets as their primary mobile electronic devices. As a result of this shift, we have seen increased competition and a decline in demand for our power products from our traditional customer base as well as increased competition from retail customers who offer traditional power products under their own private-label brands. Although we expanded our offering of products beyond our traditional power products to include a variety of accessories to support the increased utilization of smartphones and tablets, including audio and protection products, the revenue generated from the sales of these products did not offset the decline in revenue from historical sales of our traditional power products. Therefore, we intend to transition our product offering away from audio, batteries, and protection, and re-emphasize our focus on power products.

In August 2013, we began a comprehensive, strategic review of our business in light of declining revenue and margins, continuing operating losses and cash usage. Our goal was to determine how to continue to operate the business while taking steps to reduce operating expenses, reduce and/or eliminate operating losses and improve cash flow.

Effective October 1, 2013, as a cost reduction measure, we executed a management services agreement with SP Corporate Services, LLC (“SP Corporate”). The management services agreement, as approved by our independent directors, allowed us to reduce our operating expenses by consolidating executive positions and by using the services of SP Corporate for administrative functions on a shared services model.

In November 2013, we announced our intention to voluntarily delist our common stock from The NASDAQ Stock Market (“NASDAQ”) and to deregister our common stock under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Both decisions were made after a review of the benefits from a NASDAQ listing and registration of our common stock under the Exchange Act, respectively, as compared to the costs of such activities. On November 22, 2013, we filed a Form 25 with the Securities and Exchange Commission to voluntarily delist our common stock from NASDAQ and deregister our common stock under Section 12(b) of the Exchange Act. On December 18, 2013, we filed a Form 15 with the Securities and Exchange Commission to voluntarily deregister our common stock under Section 12(g) of the Exchange Act.

In December 2013, we signed an inventory Purchase and License Agreement (the “License Agreement”) with Incipio Technologies, Inc., (the “Licensee”) pursuant to which Licensee will manage the manufacture, sales and distribution of our iGo© branded line of battery, charger and power supply products and accessories, and other future products that may be developed by us or Licensee. Based on our strategic review, we concluded that the License Agreement would allow us to generate ongoing revenue while minimizing operating expenses and working capital. We are currently taking steps for the implementation of the License Agreement. We expect to substantially complete these activities in the first quarter of 2014. While our mission and identity will remain unchanged, we expect the breadth and reach of the Company to be significantly enhanced through the License Agreement. We expect Licensee to effectively promote and strengthen our brand and add new distributors.

Concurrent with the execution of the License Agreement, we determined that certain of our battery, audio and protection products were not generating sufficient revenue and margins and decided that we will no longer offer such products once we have fulfilled existing orders and depleted current stock.

In concert with the processes described above we have reduced headcount, terminated contractor and supplier agreements, and determined that we will no longer need to lease our current office building in Scottsdale, Arizona, as our ongoing functions will be supported by a combination of SP Corporate and our Licensee. The lease will expire in April 2014.

Upon implementation, the Company will no longer manufacture and distribute its product lines. The Licensee will handle all aspects of selling and distributing the substantial majority of the Company's remaining inventory as well as future procurement, distribution and sale of iGo branded products. The Company will generate future revenue through license fees earned from Licensee under the terms of the License Agreement.

Power

Power management, which remains our core product line, includes portable power, device power, and laptop power solutions. We continually strive to bring to market high quality, uniquely differentiated power solutions that meet our customers' needs and exceed their expectations.

Batteries

Since June 2011, through our relationship with Pure Energy Solutions ("Pure Energy"), we have been the exclusive marketer and distributor of Pure Energy's patented rechargeable alkaline (RAMcell) batteries to retailers worldwide (excluding China) with non-exclusive distribution rights in Africa. RAMcell batteries are pre-charged and hold a charge for up to seven years. Approximately three billion single-use alkaline batteries are sold annually in the United States. RAMcell batteries provide users an environmentally friendly, cost-effective alternative to disposable alkaline batteries. However, as a result of directing our focus primarily toward power products, we do not expect batteries and related battery chargers to provide a significant contribution to revenue in the future, and we do not plan to offer such products for sale once we deplete existing inventories.

Audio

As a result of our acquisition of Aerial7 in 2010, we have offered a line of earbuds and headphones. As mobile phones evolved into smartphones and new portable media devices capable of playing music and video, many consumers utilize a variety of mobile electronic devices for both communication and entertainment purposes. Our audio products have been designed to provide enhanced sound quality compared to competitive products at similar price points. They have offered consumers the ability to both communicate with others via an integrated microphone that can be used with a portable computer, mobile phone, computer or other portable media device as well as the ability to listen to music or video from these devices. In addition to delivering quality sound output, our line of audio products have been designed to appeal to the fashion sense of consumers, allowing them to express their unique and personal style through their mobile electronic devices. Our audio products have been offered primarily through lifestyle and music retailers around the world. However, as a result of directing our focus primarily toward power products, we do not expect audio products to provide a significant contribution to revenue in the future, and we do not plan to offer such products for sale once we deplete existing inventories.

Protection

As a result of our acquisition of Adapt in 2010, we also offer a line of skins, cases and screen protectors for mobile electronic devices. Consumers value the protection of their mobile electronic devices as they rely on them heavily in their daily lives to both connect with others and store information. Consumers also view our protection products as a way to express personal fashion and style, much like they do with our audio products, clothing and other personal accessories. Our line of protection products was designed to meet both of these consumer needs by providing consumers with a high degree of protection and a unique, fashionable design that fits their personal styles. However, as a result of directing our focus primarily toward power products, we do not expect protection products to provide a significant contribution to revenue in the future, and we do not plan to offer such products for sale once we deplete existing inventories.

Company History

iGo was formed as a limited liability company under the laws of the State of Delaware in May 1995, and was converted to a Delaware corporation by a merger effected in August 1996, in which we were the surviving entity. We changed our name from Electronics Accessory Specialists International, Inc. to Mobility Electronics, Inc. on July 23, 1998 and on May 21, 2008 we changed our name to iGo, Inc. Our principal executive office is located at 17800 N. Perimeter Drive, Suite 200, Scottsdale, Arizona 85255, and our telephone number is (480) 596-0061.

Available Information

Our website is www.igo.com. Information on our website is not incorporated by reference into this Form 10-K and should not be considered part of this report or any other filing we make with the Securities Exchange Commission (the "SEC"). We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission. Through a link on the Investor Relations section of the corporate page of our website, we make available the following filings as soon as reasonably practicable after they are electronically filed with or furnished to the SEC: our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act. All such filings are available free of charge.

On November 22, 2013, we filed a Form 25 with the SEC to voluntarily delist our common stock from NASDAQ and deregister our common stock under Section 12(b) of the Exchange Act. Both decisions were made after a review of the benefits from a NASDAQ listing and registration of our common stock under the Exchange Act, respectively, as compared to the costs of such activities. On December 18, 2013, we filed a Form 15 with the SEC to voluntarily deregister our common stock under Section 12(g) of the Exchange Act. Our obligation to file periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, under Section 13(a) of the Exchange Act was suspended upon the filing of the Form 15 under Section 12(g) of the Exchange Act. The deregistration under Section 12(g) of the Exchange Act was effective as of March 18, 2014, 90 days after the filing of the Form 15 under Section 12(g) of the Exchange Act, at which time our other filing requirements under Section 13(a) of the Exchange Act terminated.

As of January 1, 2014, we had less than 300 holders of record of its securities, as determined pursuant to Rule 12g5-1 promulgated under the Exchange Act. Accordingly, we expect that our obligation to file periodic reports under Section 15(d) of the Exchange Act will also be suspended upon the filing of this 2013 Annual Report on Form 10-K. We have no intention of continuing to file periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K under Exchange Act once our obligations to do so under Sections 13(a) and 15(d) of the Exchange Act are terminated or otherwise suspended.

Our Industry

Over the past two decades, technological advancements in the electronics industry have greatly expanded mobile device capabilities. Mobile electronic devices, which are used extensively for both business and personal purposes, include portable computers, tablets, smartphones and other portable media devices. The popularity of these devices is benefiting from reductions in size, weight and cost and improvements in functionality, storage capacity and reliability. In addition, advances in wireless technology have enabled remote access to data networks and the Internet.

Increased functionality and the ability to access and manage information remotely are driving the proliferation of mobile electronic devices and applications. As the work force becomes more mobile and spends more time away from traditional work settings, users have sought out and become reliant on tools that provide management of critical information and access to wireless voice and data networks. Each of these mobile electronic devices needs to be powered and connected when the user is in his home, in the office, or while travelling, and can be accessorized, representing an opportunity for one or more of our products.

As mobile electronic devices gain widespread acceptance, users will continue to confront limitations on their use, driven by such things as battery life, charging flexibility, damage from daily usage, access to audio and visual capabilities, compatibility issues, data input challenges and performance requirements. Furthermore, as users seek to manage multiple devices in their daily routine, the limitations of any one of these functions may be exacerbated.

Mobile electronic device users usually require the use of their devices while away from their home or office. Many of these mobile devices have limited battery life, which results in the need to frequently connect to a power source to operate the device or recharge the battery. A number of factors limit the efficient use and charging of these devices:

- the majority of chargers are model-specific, requiring a mobile user to carry a dedicated charger for each device;
- mobile electronic devices are generally sold with only one charger, forcing many users to purchase additional chargers for convenience and ease of use; and
- mobile electronic device users tend to carry multiple devices and at times only one power source is available, limiting a user's ability to recharge multiple devices simultaneously.

The daily usage of mobile electronic devices frequently causes cosmetic damage to, and sometimes impairs the functionality of, these devices. As a result, consumers are increasingly searching for ways to protect their mobile electronic devices and often wish to do so in a manner that's aesthetically pleasing. These needs have created a growing market opportunity for fashionable protective cases and screens for mobile electronic devices, particularly with respect to higher end products like iPhones®, iPads® and other portable media devices.

The increased functionality of smartphones and portable media devices, including features such as enhanced audio- and video-playing capabilities, has increased the need for audio accessories like headphones and speakers. Consumers are also demanding more functionality from these audio accessories, including high-quality sound output, volume controls and communication capabilities, such as an in-line microphone, that allow the consumer to not only hear, but also communicate with others. In addition to increased functionality, consumers also desire audio accessories that are fashionable and reflect their personal tastes. These consumer demands have resulted in an expanded demand for high-quality, fashionable headphones.

Our Strategy

Historically, our strategy focused on capitalizing on our strategic position in the mobile electronic device market by introducing innovative power, battery, audio and protection products that suited the needs of a broad range of users of these devices. Historically, it was our goal is to attach our products and technology to every mobile electronic device and to be a market leader in providing unique and innovative solutions for mobile users.

In August 2013, we began a comprehensive, strategic review of our business in light of declining revenue and margins, continuing operating losses and cash usage. Since then, our strategy has been to determine how to continue to operate the business while taking steps to reduce operating expenses, reduce and/or eliminate operating losses and improve cash flow. Consistent with that strategy and our efforts to significantly reduce overhead and create an ongoing revenue stream, on December 23, 2013, we entered into an Inventory Purchase and License Agreement (the "License Agreement") with Incipio Technologies, Inc., a California corporation ("Incipio" and/or the "Licensee"), whereby Licensee will manage the manufacture, sales and distribution of our branded line of battery, charger, and power supply products and accessories and other future products that may be developed by us and Licensee (the " Licensed Products"). We believe the License Agreement offers us a means to significantly reduce overhead, consistent with our previous cost-saving decisions, by transferring to Licensee the costs of the manufacture and distribution of our line of products, from which we will receive an ongoing revenue stream in the form of royalties and/or profit sharing, depending on the product.

Broaden Distribution of Our Products . We believe the License Agreement offers us a means to broaden our distribution of power products. Through this agreement, the Licensee will manage the distribution of iGO® branded products. We expect that this relationship will allow us to diversify our customer base and broaden our revenue stream as Licensee's products are sold in over 40,000 retail locations worldwide.

We also expect that this relationship will significantly increase the availability and exposure of our power products, particularly among large national and international retailers and wireless carriers.

Our Products and Solutions

Power. Historically, the majority of our business was derived from the sale of chargers for laptops which are frequently referred to as "high-power" products. However, the mobile electronic device market changes rapidly and has recently seen increased consumer adoption and use of smartphones and tablets that require comparatively lower power, but long-lasting charges from "device-power" chargers and other products. We continue to offer a range of traditional high-power solutions for laptops and in response to market dynamics have added device-power solutions for other mobile electronic devices. Overall sales of power products represented approximately 82% and 81% of our total revenue for the years ended December 31, 2013 and 2012, respectively.

Batteries. Since June 2011, through our relationship with Pure Energy, we have been the exclusive marketer and distributor of Pure Energy's patented rechargeable alkaline (RAMcell) batteries to retailers worldwide (excluding China) with non-exclusive distribution rights in Africa. RAMcell batteries are pre-charged and hold a charge for up to seven years. Approximately three billion single-use alkaline batteries are sold annually in the United States. RAMcell batteries provide users an environmentally friendly, cost-effective alternative to disposable alkaline batteries. Sales of battery products represented approximately 6% and 7% of our total revenue for the years ended December 31, 2013 and 2012, respectively. However, we do not expect batteries and related battery chargers to provide a significant contribution to revenue in the future, and we do not plan to offer such products for sale once we deplete existing inventories.

Audio. Our audio solutions include our line of headphones and portable speakers which allow consumers to use their mobile electronic devices for both entertainment and communication. Our line of audio products offer consumers the ability to both communicate with others via an in-line microphone that can be used with a portable computer, mobile phone or other portable media device, as well the ability to listen to music or video from these devices. Similar to our protection products, our line of audio products is also fashionably designed, allowing consumers to express their unique and personal style. Sales of audio products represented approximately 10% and 8% of our total revenue for the years ended December 31, 2013 and 2012, respectively. However, as a result of directing our focus primarily toward power products, we do not expect audio products to provide a significant contribution to revenue in the future, and we do not plan to offer such products for sale once we deplete existing inventories.

Protection. Our protection solutions, including cases, skins and protective screens, utilize innovative materials and unique designs to protect mobile electronic devices, while simultaneously complementing or enhancing the design of the device. Our protection solutions are primarily marketed in Europe. Sales of protection products represented approximately 1% and 2% of our total revenue for the years ended December 31, 2013 and 2012, respectively. However, as a result of directing our focus primarily toward power products, we do not expect protection products to provide a significant contribution to revenue in the future, and we do not plan to offer such products for sale once we deplete existing inventories.

Other Accessories. Our other accessories solutions primarily include portable computer stands and other miscellaneous mobile electronic accessories. Sales of other accessory products represented approximately 1%, and 2% of our total revenue for the years ended December 31, 2013 and 2012, respectively. However, as a result of directing our focus primarily toward power products, we do not expect protection products to provide a significant contribution to revenue in the future, and we do not plan to offer such products for sale once we deplete existing inventories .

Sales and Marketing

Throughout the years ended December 31, 2013 and 2012, we have marketed and sold our products on a worldwide basis to retailers, resellers, distributors, wireless carriers and directly to end users through our iGo.com and Aerial7 websites. Our sales organization was primarily aligned with our core retail and distribution channels and geographies throughout North America, Europe and Asia. During 2013, approximately 97% of our sales were through retailers and distributors and approximately 2% of our sales were through private label resellers and OEMs.

Our total global revenue consisted of the following regional results for the year ended December 31, 2013: Americas sales of $13.1 million, or 77% of our global consolidated revenue; European sales of $2.8 million, or 17% of our global consolidated revenue; and Asia Pacific sales of $1.0 million, or 6% of our global consolidated revenue.

We believe the License Agreement, offers us a means to enhance the marketing of power products and generate an ongoing revenue stream. Through the agreement, the Licensee will manage sales and marketing of our products. Licensee's products are sold in over 40,000 retail locations worldwide. With these sales channels, our product offerings will be available to one of the industry's largest customer bases.

Customers

Historically, we have been dependent upon a relatively small number of customers for a significant portion of our revenue, including most notably WalMart. However, we expect Licensee will develop relationships with a broader set of distributors, retailers and resellers to expand the market availability of our products as the Licensee's products are currently sold in over 40,000 retail locations worldwide.

This customer base could significantly increase the availability and exposure of our products, particularly among large national and international retailers and wireless carriers. However, we give no assurance we can expand our customer base in a manner that would significantly reduce our current customer concentration.

We have historically sold to resellers, such as Microcel, retailers, such as WalMart, RadioShack and Office Depot, private label resellers, such as Belkin, and directly to end users through our iGo.com and Aerial7 websites. Sales to WalMart accounted for 44% of revenue for the year ended December 31, 2013. Sales to WalMart and RadioShack accounted for 41% for the year ended December 31, 2012. No customer other than WalMart accounted for greater than 10% of sales for the year ended December 31, 2013. The loss of WalMart would likely have a material adverse effect on our business. For our distribution and retail customers, we historically built product and maintained inventory at various third-party warehouses that are under our control until these customers placed, and we fulfilled, purchase orders for this product. For various retailers, we retained ownership of inventory until the product sells through to consumers. Currently, our Licensee manages the manufacture, sales and distribution of our branded line of battery, charger, and power supply products and accessories and other future products that may be developed by us and Licensee.

As is generally the practice in our industry, a portion of our sales to distributors and retailers has been generally under terms that provide for stock balancing return privileges and price protection. Accordingly, we make a provision for estimated sales returns and other allowances related to those sales. Returns, which are netted against our reported revenue, were approximately 11% of revenue for the year ended December 31, 2013 and approximately 8% of revenue for the year ended December 31, 2012. Also, as is generally the practice in our industry, our OEM and private-label reseller customers have return rights only in the event that our product is defective. Accordingly, we make a provision for estimated defective product warranty claims for these customers. Defective product warranty claims were approximately 1% of revenue or less for the years ended December 31, 2013 and 2012.

Backlog

Our backlog at February 15, 2014 was approximately $275,000, a decrease of $1.425 million, compared with a backlog of approximately $1.7 million at February 15, 2013. Backlog includes orders confirmed with a purchase order for products scheduled to be shipped within 90 days to customers with approved credit status. Because of the generally short cycle between order and shipment and because of occasional customer changes in delivery schedules and order cancellations (which are made without significant penalty), we do not believe that our backlog, as of any particular date, is necessarily indicative of actual net sales for any future period.

Research and Development

As of December 31, 2013, our research and development group consisted of one person for the purpose of hardware and software design and product testing. Electrical design services are outsourced under the supervision of our in-house research and development group. Amounts spent on research and development for the years ended December 31, 2013 and 2012 were $1.2 million and $2.2 million, respectively.

During the first quarter of 2013, Texas Instruments informed us that it was terminating its agreement with iGo to create an integrated circuit based on iGo Green technology, as the technical issues encountered during the development process, as well as changes in the competitive environment for power management technologies, made the continued development of the integrated circuit uneconomical. We have no current plans to pursue any other programs to develop an integrated circuit based on iGo Green technology.

We have ceased all research and development efforts at December 31, 2013. Pursuant to the License Agreement, the Licensee will, at their own discretion, manage and fund research and development of our products.

Manufacturing and Logistics

Historically, in order to manufacture our products cost-effectively, we implemented a strategy to outsource substantially all of the manufacturing services for our products. Our internal activities focused on design, low-volume manufacturing and quality testing and our outsourced manufacturing providers are focused on high-volume manufacturing and logistics.

Historically, most of our products were manufactured in China. In addition to providing manufacturing services, a number of our suppliers also provided us with design and development services.

Historically, we purchased the principal components of our products from outside vendors. The terms of supply contracts were negotiated by us or our manufacturing partners with each vendor. We believe that our vendors had sufficient capacity to meet our supply requirements and that alternative production sources for most components were generally available without interruption. However, several vendors were sole sourced. In order to ensure timely delivery of products to customers, from time to time, we issued letters of authorization to our suppliers that authorized them to secure long lead components in advance of purchase orders for products. Further information about historical commitments and contingencies relating to letters of authorization is contained in Note 14 to the Consolidated Financial Statements contained in this Annual Report on Form 10-K.

Historically, we employed the services of an outsourced logistics company to efficiently manage the packaging and shipment of our iGo and Aerial7 branded products to our various retail and distribution channels. The majority of our private-label products were shipped by our outsource manufacturers to our private-label reseller customers or to their fulfillment hubs.

Effective February 2014, we transferred the responsibilities of manufacturing and logistics to our Licensee, Incipio Technologies, Inc., pursuant to the License Agreement.

Competition

The market for our products is intensely competitive, subject to rapid change and sensitive to new product introductions or enhancements and marketing efforts by industry participants. The principal competitive factors affecting the markets for our product offerings include corporate and product reputation, innovation with frequent product enhancement, breadth of integrated product line, product design, functionality and features, product quality, performance, ease-of-use, support and price. Although we believe that our products compete favorably with respect to such factors, there can be no assurance that we can improve or maintain our competitive position against current or potential competitors, especially those with greater financial, marketing, service, support, technical or other competitive resources. However, we believe that our innovative products, coupled with our strategic relationship with Licensee under the License Agreement, including Licensee's network of retailers, resellers, and distributors, provides us with a competitive advantage in the marketplace. In particular, with respect to our power products, we compete with products offered by low-cost manufacturers, specialized third-party mobile computing accessory companies such as Zagg, Skullcandy, Targus and Kensington, and retailer and OEM private label product offerings, including those offered by RadioShack, HP and Best Buy.

Proprietary Rights

We seek to establish and maintain proprietary rights in our technology and products through the use of patents, copyrights, trademarks, and trade secret laws. We have a program to file applications for and obtain patents, copyrights, and trademarks in the United States and in selected foreign countries where we believe filing for such protection is appropriate. We also seek to maintain our trade secrets and confidential information by nondisclosure policies and through the use of appropriate confidentiality agreements. There can be no assurance, however, that the rights we have obtained can be successfully enforced against infringing products in every jurisdiction. Although we believe the protection afforded by our patents, copyrights, trademarks, and trade secrets has value, the rapidly changing technology in our industry and uncertainties in the legal process make our future success dependent primarily on the innovative skills, technological expertise, and management abilities of our employees rather than on the protection afforded by patent, copyright, trademark, and trade secret laws.

Some of our products may include software or other intellectual property licensed from third parties. While it may be necessary in the future to seek or renew licenses relating to various aspects of our products, we believe, based upon past experience and standard industry practice that such licenses generally could be obtained on commercially reasonable terms. Nonetheless, there can be no assurance that the necessary licenses would be available on acceptable terms, if at all. Our inability to obtain certain licenses or other rights or to obtain such licenses or rights on favorable terms, or the need to engage in litigation regarding these matters, could have a material adverse effect on our business, operating results, and financial condition. Moreover, inclusion in our products of software or other intellectual property licensed from third parties on a nonexclusive basis may limit our ability to protect our proprietary rights in our products.

There can be no assurance that our patents and other proprietary rights will not be challenged, invalidated, or circumvented; that others will not assert intellectual property rights to technologies that are relevant to us; or that our rights will give us a competitive advantage. In addition, the laws of some foreign countries may not protect our proprietary rights to the same extent as the laws of the United States.

Under the terms of the License Agreement, we granted Licensee a non-exclusive license to use the our iGO® trademarks and other intellectual property as necessary for Licensee to manufacture, promote, sell and distribute our licensed products worldwide through Licensee's network of distributors and retail partners and the Company's online store. In consideration for the rights granted under the License Agreement, Licensee will pay us a percentage of net sales of certain licensed products and the net profits of certain other licensed product sold worldwide.

Employees

As of December 31, 2013 we had 10 full-time employees, 8 located in the United States, 1 located in Asia, and 1 located in Europe, including 3 employed in operations, 1 in research and development, 4 in sales and marketing and 2 in administration. We engage temporary employees from time to time to augment our full time employees, generally in administration. None of our employees are covered by a collective bargaining agreement. We believe we have good relationships with our employees.

According to the terms of the License Agreement, the Licensee will manage manufacturing, sales, and distribution of our products, as well as product research and development activities, if any. Further, we have contracted with Steel Partners Corporate Services, LLC, an affiliate of Steel Partners Holdings, and our major stockholder Steel Excel Inc., to provide executive and other corporate services, effective October 1, 2013, thereby eliminating the necessity for full-time employees. By the second quarter of 2014, we expect to have no full-time employees.

Item 1A. *Risk Factors*

This section highlights specific risks that could affect us and our business. You should carefully consider each of the following risks and all of the other information set forth in this Annual Report on Form 10-K. Based on the information currently known to us, we believe that the following information identifies the most significant risk factors affecting us. However, the risks and uncertainties that we face are not limited to those described below. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also adversely affect our business.

If any of the following risks and uncertainties develops into actual events or the circumstances described in the risks and uncertainties occur, these events or circumstances could have a material adverse effect on our business, financial condition or results of operations. These events could also have a negative effect on the trading price of our securities.

Risks Related To Our Business

If our revenue is not sufficient to absorb our expenses, we will not be profitable in the future.

We have experienced significant operating losses since inception and, as of December 31, 2013, have an accumulated deficit of $166 million. We intend to make expenditures on an ongoing basis to support our operations, primarily from cash generated from operations and cash on hand. If we do not achieve significant cost reductions and sufficient revenue from our License Agreement, we will experience additional losses in future periods. In addition, there can be no assurance that we will achieve or sustain profitability.

Our future success is dependent on market acceptance of our products and, in turn, on the success of our License Agreement. If the market acceptance for our products does not grow, we will not be able to increase or sustain our revenue, and our business will be severely harmed. If we do not achieve widespread market acceptance of our power products and technology, we may not be able to maintain our existing revenue or achieve anticipated revenue. For example, we currently derive a material portion of our revenue from the sale of our power products and we anticipate that a material portion of our revenue in the foreseeable future will continue to be derived from our family of power products. We can give no assurance that the power product category, or the protection and audio product categories, will develop sufficiently to cover our expenses and costs. Moreover, our products may not achieve widespread market acceptance if:

- we, or our licensee, lose, or fail to replace, any significant retail or distribution partners;
- we, or our licensee, fail to expand or protect our proprietary rights and intellectual property;
- we, or our licensee, fail to complete development of these products in a timely manner;
- we, or our licensee, fail to achieve the performance criteria required of these products by our customers; or
- competitors introduce similar or superior products.

In addition, our universal chargers include a feature that allows a single version of these products to be used with almost any mobile electronic device. In recent years, many mobile electronic device manufacturers have designed their products in such a way as to limit the use of universal devices with their devices, which has reduced the applicability of universal charger products and limited the market acceptance of our power products. If we are unable to successfully adapt to this trend, it may adversely affect our sales and overall financial performance.

If we and our Licensee fail to continue to introduce new products and product enhancements that achieve broad market acceptance on a timely basis, we will not be able to compete effectively, and we will be unable to increase or maintain our revenue.

The market for our products is highly competitive and in general is characterized by rapid technological advances, changing customer needs and evolving industry standards. If we and our Licensee fail to continue to introduce new products and product enhancements that achieve broad market acceptance on a timely basis, we will not be able to compete effectively, and we will be unable to increase or maintain our revenue. Our future success will depend in large part upon our and our Licensee’s ability to:

- develop, in a timely manner, new products and services that keep pace with developments in technology and customer expectations;
- cover potentially higher manufacturing costs of new products and meet potentially new manufacturing requirements;
- deliver new products and services through changing distribution channels; and
- respond effectively to new product announcements by our competitors by quickly introducing competing products.

We may not be successful in developing and marketing, on a timely and cost-effective basis, either enhancements and expectations to existing products or new products that respond to technological advances and satisfy increasingly sophisticated customer needs. If we, and/or our licensee, fail to introduce or sell innovative new products, our operating results may suffer. In addition, if new industry standards emerge that we do not anticipate or adapt to, our products could be rendered obsolete and our business could be materially harmed. Alternatively, any delay in the development of technology upon which our products are based could result in our inability to introduce new products as planned. For example, on March 27, 2013, we learned that Texas Instruments was terminating its agreement with iGo to create an integrated circuit based on iGo Green technology. Texas Instruments indicated that technical issues encountered during the development process, as well as changes in the competitive environment for power management technologies, made the continued development of the integrated circuit uneconomical. The success and marketability of technology and products developed by others is beyond our control.

We have experienced delays in releasing new products in the past, which resulted in lower quarterly revenue than expected. Further, our efforts to develop new and similar products could be delayed due to unanticipated manufacturing requirements and costs. Delays in product development and introduction could result in:

- loss of or delay in revenue and loss of market share;

- negative publicity and damage to our reputation and brand;
- decline in the average selling price of our products and decline in our overall gross margins; and
- adverse reactions in our sales and distribution channels.

We have made a strategic decision to fully outsource the manufacture, sales and distribution and product development functions pursuant to a license agreement and have ceased such activities internally. If the license agreement were to be terminated, or if either party chooses to not renew the agreement on expiration, we would need to either locate a suitable new licensee or undertake such activities internally. In either case, our alternatives would require significant investment of resources and would likely result in delays that would adversely affect our customers and our revenues.

We currently depend on Incipio Technologies, Inc. (“Incipio” and/or “Licensee”) to manage the manufacture, sales and distribution of our products, as well as rights to develop new products and our intellectual property pursuant to an Inventory Purchase and License Agreement entered into as of December 23, 2013 (the “License Agreement”), and we expect to earn revenues from such activities. This License Agreement has an initial term of two year, with options to renew, but is also terminable by either party with notice. If this License Agreement does not generate significant revenue, or if Licensee fails to provide the services noted above, either party may decide to terminate the License Agreement or choose to not renew the License Agreement, and we may not be able to resume such activities with a suitable supplier.

We depend on large purchases from significant customers, notably WalMart, and any loss, cancellation or delay in purchases by this customer could cause a shortfall in revenue, excess inventory and inventory holding or obsolescence charges.

We have historically derived a substantial portion of our revenue from a relatively small number of customers. For example, WalMart comprised 44% of our revenue for the year ended December 31, 2013. WalMart does not have a minimum purchase requirement and can stop purchasing our products at any time and with very short notice. In addition, most of our and our Licensee’s customer agreements, including WalMart, are short term and non-exclusive and provide for purchases on a purchase order basis. If WalMart reduces, delays or cancels orders with us and our Licensee, and we are not able to sell our products to new customers at comparable levels, our revenue could decline significantly and could result in excess inventory and inventory holding or obsolescence charges. In addition, any difficulty in collecting amounts due from WalMart would negatively impact our result of operations and working capital.

Our success is largely dependent upon our and our Licensee’s ability to expand and diversify our customer base, while simultaneously continuing to retain and build our relationships with WalMart.

We derive a substantial portion of our revenue from WalMart, and any adverse change in our or our Licensee’s relationship with WalMart would have a material adverse effect on our business. If WalMart discontinued purchasing our products, our revenues and net income would decline significantly and our results would be materially harmed if we were unsuccessful in our efforts to replace declining sales to existing customers with increasing sales to new customers. Thus, our success depends upon our and our Licensee’s continued ability to retain and build upon our relationship with WalMart, while simultaneously generating relationships with new customers, particularly retail customers willing to sell our products to consumers under our iGo brand.

Although we are attempting to expand our customer base, we cannot assure you that we will be able to retain our largest customer, WalMart, or that we will be able to attract additional customers, or that our customers will continue to buy our products in the same amounts as in prior years. The loss of WalMart, any reduction or interruption in sales to WalMart, our inability to successfully develop relationships with additional customers or future price concessions that we may have to make could significantly harm our business.

Increased focus by consumer electronics retailers on their own private label brands could cause us to lose shelf space with our existing retail customers and make it more difficult to have our products assorted at new retail customers.

We believe there is an increasing focus by consumer electronics retailers, such as RadioShack and Best Buy, to concentrate an increasing portion of their product assortments within their own private label products. One of our largest customers, RadioShack, sells its own private label brand of power products that compete directly with our power products. These private label lines compete directly with our product lines and may receive prominent positioning on the retail floor by these retailers. Competition has been intense in recent years and is expected to continue. Failure to appropriately respond to these trends or to offer effective sales incentives and marketing programs to our customers could reduce our ability to secure adequate shelf space at our retail customers or generate new sales opportunities with new customers and could adversely affect our financial performance or limit our potential for achieving revenue growth.

Increased reliance upon WalMart for the sale of our products will subject us to additional risks, and the failure to adequately manage these risks could have a material adverse impact on our operating results.

The inability to accurately forecast the timing and volume of orders for sales of products to resellers and distributors during any given quarter could adversely affect operating results for such quarter and, potentially, for future periods. For example, if we or our Licensee underestimate sales, we and our Licensee will not be able to fill orders on a timely basis, which could cause customer dissatisfaction and loss of future business.

The loss of WalMart would materially harm our business. While our products are currently sold through a limited number of reseller and distributor agreements, none of these customers are obligated to purchase products from us or our Licensee. Consequently, any reseller or distributor could cease doing business with us or our Licensee at any time. Our dependence upon WalMart, along with a few other resellers and distributors results in a significant concentration of credit risk, thus a substantial portion of our trade receivables outstanding from time to time are often concentrated among a limited number of customers. In addition, many of these customers also have or distribute competing products. If WalMart, elects to increase the marketing of competing products or reduce the marketing of our products, our ability to grow our business will be negatively impacted and will adversely impact revenues.

Additional risks associated with our and our Licensee’s reseller and distributor business include the following:

- the termination of reseller and distributor agreements or reduced or delayed orders;
- difficulty in predicting sales to reseller and distributors who do not have long-term commitments to purchase from us, which requires us to maintain sufficient inventory levels to satisfy anticipated demand;
- lack of visibility of end user customers and revenue recognition and channel inventory issues related to sales by resellers and distributors;
- resellers and distributors electing to resell, or increase their marketing of, competing products or technologies or reduced marketing of our products; and
- changes in corporate ownership, financial condition, business direction, or sales compensation related to our products, or product mix by the resellers and distributors.

Any of these risks could have a material adverse effect on our business, financial condition, and results of operations.

Our operating results are subject to significant fluctuations, and if our results are worse than expected, our stock price could fall.

Our operating results have fluctuated in the past, and may continue to fluctuate in the future. The market price for our common stock has declined significantly in recent quarters, and may continue to decline if our actual operating results in future quarters are below the expectations of securities analysts and investors. The factors that may cause our operating results to fall short of expectations include:

- market acceptance of our products;
- our Licensee’s ability to sell, service and support our products;

- the size and timing of customer orders;
- increases in product costs from our and our Licensee's suppliers;
- the timing of our new product and technology introductions and product enhancements relative to our competitors or changes in our or our competitors' pricing policies;
- our Licensee's ability to effectively manage inventory levels;
- delay or failure to fulfill orders for our products on a timely basis;
- our Licensee's inability to accurately forecast our contract manufacturing needs;
- difficulties with new product production implementation or supply chain;
- product defects and other product quality problems;
- the degree and rate of growth of the markets in which we compete and the accompanying demand for our products;
- our and our Licensee's ability to expand our internal and external sales forces and build the required infrastructure to meet anticipated growth; and
- seasonality of sales.

Many of these factors are beyond our control. For these reasons, you should not rely on period-to-period comparisons and short-term fluctuations of our financial results to forecast our future long-term performance.

The average selling prices of our products may decrease over their sales cycles, especially upon the introduction of new products, which may negatively affect our gross margins.

Our products typically experience a reduction in the average selling prices over their respective sales cycles. Further, as we and our Licensee introduce new or next generation products, sales prices of previous generation products may decline substantially. In order to sell products that have a falling average selling price and maintain margins at the same time, we and our Licensee need to continually reduce product and manufacturing costs. Furthermore, international customers are invoiced in their local currency and our revenue and gross margins could be negatively impacted by fluctuations in the currencies where our international customers are located. To manage manufacturing costs, we and our Licensee must collaborate with our third-party manufacturers to engineer the most cost-effective design for our products. There can be no assurances we or our Licensee will be successful in our efforts to reduce these costs and, in some situations, price increases from suppliers may be incurred. In order to keep manufacturing costs down, we and our Licensee must carefully manage the price paid for components used in our products as well as manage freight and inventory costs. If we and our Licensee are unable to reduce the product and manufacturing cost of older products as newer products are introduced or effectively manage cost increases for our products, our revenues may decline.

Acquisitions could have negative consequences, which could harm our business.

We have acquired businesses, products or technologies that complement or expand our current capabilities. For example, in 2010 we acquired Adapt and Aerial7 and we recorded impairment charges of $1.4 million and $2.3 million related to these acquisitions in 2012 and 2011, respectively. Additional acquisitions could require significant capital infusions and could involve many risks including, but not limited to, the following:

- difficulty integrating, products, product roadmaps, technologies, systems, processes, and operations, including product delivery, order management, and information systems;

- difficulty in conforming the acquired company's financial policies and practices to our policies and practices and in implementing and maintaining adequate internal systems and controls over the financial reporting and information systems of the acquired company;

- diversion of management's attention and disruption of ongoing business;

- difficulty in combining product and technology offerings and entering into new markets or geographical areas in which we have no or limited direct experience and where our competitors may have stronger market positions;

- loss of management, sales, technical, or other key personnel;

- revenue from the acquired companies not meeting our expectations, and the potential loss of the acquired companies' customers, distributors, resellers, suppliers, or other partners;

- delays or difficulties and the attendant expense in evaluating, coordinating, and combining administrative, manufacturing, sales, research and development and other operations, facilities, and relationships with third parties in accordance with local laws and other obligations while maintaining adequate standards, controls and procedures, including financial controls and controls over information systems;

- difficulty in completing projects associated with acquired in-process research and development;

- incurring amortization expense related to intangible assets and recording goodwill and non-amortizable assets that will be subject to impairment testing and possible impairment charges;

- dilution of existing stockholders as a result of issuing equity securities, including the assumption of any stock options or other equity awards issued by the acquired company;

- overpayment for any acquisition or investment or unanticipated costs or liabilities;

- responsibility for the liabilities of the acquired company, including any potential intellectual property infringement claims or other litigation; and

- incurring substantial write-offs, restructuring charges, and transactional expenses.

Our failure to manage these risks and challenges could materially harm our business, financial condition, and results of operations. Further, if we do not successfully address these challenges in a timely manner, we may not fully realize all of the anticipated benefits or synergies on which the value of a transaction was based. Future transactions could cause our financial results to differ from expectations of market analysts or investors for any given quarter, which could, in turn, cause a decline in our stock price.

We outsource the manufacturing and fulfillment of our products, which limits our control of the manufacturing process and could result in unanticipated cost increases or cause a delay in our ability to fill orders.

Historically, most of our products were produced under contract manufacturing arrangements with manufacturers in China. Currently, our products are produced under the License Agreement through Licensee's manufacturing arrangements with third party manufacturers. Our and our Licensee's reliance on third-party manufacturers exposes us to risks that are not in our control, such as unanticipated cost increases or negative fluctuations in currency, which could negatively impact our results of operations and working capital. Any termination of or significant disruption in our relationship with our Licensee or its manufacturers may prevent filling customer orders in a timely manner, as large inventories of our products are not generally maintained, and will negatively impact our revenue.

We currently depend on Licensee to manage the manufacture, sales and distribution of our products, as well as rights to develop new products and our intellectual property pursuant to the License Agreement, and we expect to earn revenues from such activities. This License Agreement has an initial term of is for a two year period, with options to renew, but is also terminable by either party with notice. If this License Agreement does not generate significant revenue, or if Licensee fails to provide the services noted above, either party may decide to terminate the License Agreement or choose to not renew the License Agreement, and we may not be able to resume such activities with a suitable supplier. Disruption in Licensee's supply of our products, a significant increase in the cost of the assembly of our products, failure of a Licensee or its contract manufacturers to remain competitive in price, the failure of Licensee or its contract manufacturer to comply with our fulfillment needs or the financial failure or bankruptcy of Licensee or its contract manufacturer could delay or interrupt Licensee's ability to manufacture or deliver our products to customers at a competitive price or on a timely basis negatively affecting our revenues.

Our reliance on Licensee may inhibit our ability to meet customer demand.

We depend upon Licensee to manufacture and deliver our products to customers that are free from defects, competitive in functionality and cost and in compliance with our specifications. Disruption in supply, a significant increase in the cost of one or more components, failure of Licensee to remain competitive in functionality or price, the failure of Licensee to comply with any of our fulfillment needs or the financial failure or bankruptcy of Licensee could delay or interrupt the delivery our products to customers on a timely basis.

Any termination of or significant disruption in our relationship with Licensee or Licensee's relationship with its suppliers may prevent customer orders from being filled in a timely manner as large inventories of our products are not generally maintained. In the event that such a termination or disruption were to occur, we may have to find and qualify an alternative source for providing our products to customers. The time it would take to complete this process with delays ranging from as little as a few days to several months, and, in some cases, a suitable alternative may not be available at all.

We have experienced returns of our products, which could in the future harm our reputation and negatively impact our operating results.

In the past, some of our customers have returned products to us because the product did not meet their expectations, specifications or requirements. These returns were approximately 11% of revenue for the year ended December 31, 2013 and 8% for the year ended December 31, 2012. It is likely that we will experience some level of returns in the future and these levels may be difficult to estimate.

Also, returns may adversely affect our relationship with those customers and may harm our reputation. This could cause us to lose potential customers and business in the future. We record a reserve for future returns at the time revenue is recognized. We believe the reserve is adequate given our historical level of returns. If returns increase, however, our reserve may not be sufficient and operating results could be negatively affected.

We may have design quality and performance issues with our products that may adversely affect our reputation and our operating results.

A number of our products are based on new technology and the designs are complex. As such, they may contain undetected errors or performance problems, particularly during new or enhanced product launches. Despite product testing prior to introduction, our products have in the past, on occasion, contained errors that were discovered after commercial introduction. Any future defects discovered after shipment of our products could result in loss of sales, delays in market acceptance or product returns and warranty costs. We attempt to make adequate allowance in our new product release schedule for testing of product performance. Because of the complexity of our products, however, our release of new products may be postponed should test results indicate the need for redesign and retesting, or should we elect to add product enhancements in response to customer feedback. In addition, third-party products, upon which our products are dependent, may contain defects which could reduce or undermine the performance of our products and adversely affect our operating results.

We may incur product liability claims which could be costly and could harm our reputation.

The sale of our products involves risk of product liability claims against us. We currently maintain product liability insurance, but our product liability insurance coverage is subject to various coverage exclusions and limits and may not be obtainable in the future on terms acceptable to us, or at all. We do not know whether claims against us with respect to our products, if any, would be successfully defended or whether our insurance would be sufficient to cover liabilities resulting from such claims. Any claims successfully brought against us could harm our business.

If we fail to protect our intellectual property our business and ability to compete could suffer.

Our success and ability to compete are dependent upon our internally developed technology and know-how. We rely primarily on a combination of patent protection, copyright and trademark laws, trade secrets, nondisclosure agreements and technical and data security measures to protect our proprietary rights. While we have certain patents and patents pending, there can be no assurance that patents pending or future patent applications will be issued or that, if issued, those patents will not be challenged, invalidated or circumvented or that rights granted thereunder will provide meaningful protection or other commercial advantage to us. Moreover, there can be no assurance that any patent rights will be upheld in the future or that we will be able to preserve any of our other intellectual property rights.

We typically enter into confidentiality, non-compete or invention assignment agreements with our key employees, distributors, customers and potential customers, and limit access to, and distribution of, our product design documentation and other proprietary information. There can be no assurance that our confidentiality agreements, confidentiality procedures, noncompetition agreements or other factors will be adequate to deter misappropriation or independent third-party development of our technology or to prevent an unauthorized third-party from obtaining or using information that we regard as proprietary. Litigation efforts may be necessary in the future to defend our intellectual property rights and would likely result in substantial cost to us and a diversion from management’s focus on core business issues.

We may be subject to intellectual property infringement claims that are costly to defend and could limit our ability to use certain technologies in the future.

The laws of some foreign countries do not protect or enforce proprietary rights to the same extent as do the laws of the United States, and the right to a patent in the United States recently changed from a first to invent to a first to file basis. We cannot be sure that our products or technologies do not infringe patents that may be granted in the future pursuant to pending patent applications or that our products do not infringe any patents or proprietary rights of third parties. In the event that any relevant claims of third-party patents are upheld as valid and enforceable, we could be prevented from selling our products or could be required to obtain licenses from the owners of such patents or be required to redesign our products to avoid infringement. There can be no assurance that such licenses would be available or, if available, would be on terms acceptable to us or that we would be successful in any attempts to redesign our products or processes to avoid infringement. Our failure to obtain these licenses or to redesign our products would have a material adverse effect on our business.

There can be no assurance that our competitors will not independently develop technology similar to our existing proprietary rights. We expect that our products will increasingly be subject to infringement claims as the number of products and competitors in our industry segment grows and the functionality of products in different industry segments overlaps. There can be no assurance that third parties will not assert infringement claims against us in the future or, if infringement claims are asserted, that such claims will be resolved in our favor. Any such claims, with or without merit, could be time-consuming, result in costly litigation, cause product shipment delays or require us to enter into royalty or licensing agreements. Such royalty or licensing agreements, if required, may not be available on terms favorable to us, if at all. In addition, litigation may be necessary in the future to protect our trade secrets or other intellectual property rights, or to determine the validity and scope of the proprietary rights of others. Such litigation could result in substantial costs and diversion of resources.

If we lose key personnel, and if we are unable to hire and retain additional qualified personnel as necessary, we may not be able to successfully manage our business or achieve our objectives.

We experienced significant reductions in work force during 2013, which may limit our ability to ability to increase sales and grow our business in the future. We believe our future success will depend in large part upon our ability to identify, attract, hire and retain highly skilled executive, managerial, engineering, sales and marketing, finance and operations personnel. Competition for personnel in the technology industry is intense, and we compete for personnel against numerous companies, including larger, more established companies with significantly greater financial resources. There can be no assurance we will have the financial resources to, nor be successful in our efforts to identify, attract, hire and retain personnel.

We do not maintain key person life insurance on any of our executive officers. The loss of the services of any other of our key executives or other personnel, and the inability to identify, attract, hire or retain qualified personnel in the future could make it difficult for us to manage our business and meet key objectives, such as timely product introductions, and could negatively impact our financial performance

We may not be able to secure additional financing to meet our future capital needs.

We currently rely on cash flow from operations and cash on hand to fund our operating and capital needs. We may, in the future, expend significant capital to further develop our products, increase awareness of our brand names, expand our sales, operating and management infrastructure, and pursue opportunities to acquire businesses, products or technologies that complement or expand our current capabilities. We may also use capital more rapidly than currently anticipated. Additionally, we may incur higher operating expenses and generate lower revenue than currently expected, and we may be required to access external financing to satisfy our operating and capital needs. We may be unable to secure financing on terms acceptable to us, or at all, at the time when we need such funding. If we raise funds by issuing additional equity or convertible debt securities, the ownership percentages of existing stockholders would be reduced, and the securities that we issue may have rights, preferences or privileges senior to those of the holders of our common stock or may be issued at a discount to the market price of our common stock which would result in dilution to our existing stockholders. If we raise additional funds by issuing debt, we may be subject to debt covenants which could place limitations on our operations including our ability to declare and pay dividends. Our inability to raise additional funds on a timely basis would make it difficult for us to achieve our business objectives and would have a negative impact on our business, financial condition and results of operations.

Risks Related To Our Industry

Intense competition in the market for mobile electronic devices could adversely affect our revenue and operating results.

The market for mobile electronic devices in general is intensely competitive, subject to rapid changes and sensitive to new product introductions or enhancements and marketing efforts by industry participants. We expect to experience significant and increasing levels of competition in the future, including competition from private label brands offered by consumer electronics retailers. There can be no assurance that we can maintain our competitive position against current or potential competitors, including our own retail customers, especially those with greater financial, marketing, service, support, technical or other competitive resources.

We currently compete with the internal design efforts of various OEMs. These OEMs have larger technical staffs, more established and larger marketing and sales organizations and significantly greater financial resources than we do. Such competitors may respond more quickly than we do to new or emerging technologies and changes in customer requirements, may devote greater resources to the development, sale and promotion of their products better than we do or may develop products that are superior to our products or that achieve greater market acceptance.

Our future success will depend, in part, upon our and our Licensee’s ability to increase sales in our targeted markets. There can be no assurance that we will be able to compete successfully with our competitors or that the competitive pressures we face will not have a material adverse effect on our business. Our future success will depend in large part upon our and our Licensee’s ability to increase our share of our target market and to sell additional products and product enhancements to existing customers. Future competition may result in price reductions, reduced margins or decreased sales.

Should the market demand for mobile electronic devices decrease, we may not achieve anticipated revenue.

The demand for the majority of our products and technology is primarily driven by the underlying market demand for mobile electronic devices. Should the growth in demand for mobile electronic devices be inhibited, we may not be able to increase or sustain revenue. Industry growth depends in part on the following factors:

- general micro and macro-economic conditions and decreases in demand for mobile electronic devices resulting from recessionary conditions;

- increased demand by consumers and businesses for mobile electronic devices; and
- the number and quality of mobile electronic devices in the market.

The market for our products and services depends on economic conditions affecting the broader information technology market. Prolonged weakness in this market could cause customers to reduce their overall information technology budgets or reduce or cancel orders for our products. In this environment, our and our Licensee's customers or end users may experience financial difficulty, cease operations and fail to budget or reduce budgets for the purchase of our products and services. This, in turn, may lead to longer sales cycles, delays in purchase decisions, payment and collection, and may also result in downward price pressures, causing us to realize lower revenue and operating margins. In addition, general economic uncertainty can make it difficult to predict changes in the purchasing requirements of our customers and the markets we serve. Some businesses have and may curtail or suspend capital spending on information technology. These factors may cause our revenue and operating margins to decline.

If our products fail to comply with domestic and international government regulations, or if these regulations result in a barrier to our business, our revenue could be negatively impacted.

Our products must comply with various domestic and international laws, regulations and standards. For example, the shipment of our products from the countries in which they are manufactured to other international or domestic locations requires us to obtain export licenses and to comply with possible import restrictions of the countries in which we sell our products. In the event that we are unable or unwilling to comply with any such laws, regulations or standards, we may decide not to conduct business in certain markets. Particularly in international markets, we may experience difficulty in securing required licenses or permits on commercially reasonable terms, or at all. In addition, we are generally required to obtain both domestic and foreign regulatory and safety approvals and certifications for our products. Failure to comply with existing or evolving laws or regulations, including export and import restrictions and barriers, or to obtain timely domestic or foreign regulatory approvals or certificates could negatively impact our revenue.

Economic conditions, political events, war, terrorism, public health issues, natural disasters and other circumstances could have a material adverse effect on our operations and performance.

Our operations and performance and those of our Licensee, including collection of our accounts receivable, depend significantly on worldwide economic conditions and their impact on levels of consumer spending. Some of the factors that could influence the levels of consumer spending include volatility in fuel and other energy costs, conditions in the residential real estate and mortgage markets, labor and healthcare costs, increased unemployment (particularly with office workers), access to credit, consumer confidence and other macroeconomic factors affecting consumer spending behavior. These and other economic factors have had, and could continue to have, a material adverse effect on demand for our products and services and on our financial condition and operating results.

In addition, war, terrorism, geopolitical uncertainties, public health issues, and other business interruptions have caused and could cause damage or disruption to international commerce and the global economy, and thus could have a strong negative effect on us and our suppliers, logistics providers, manufacturing vendors and customers. Our business operations and those of our Licensee are subject to interruption by natural disasters, fire, power shortages, terrorist attacks, and other hostile acts, labor disputes, public health issues, and other events beyond our control. Such events could decrease demand for our products, make it difficult or impossible for us to make and deliver products to our customers or to receive components from our suppliers, and create delays and inefficiencies in our supply chain. Should major public health issues, including pandemics, arise, we could be negatively affected by more stringent employee travel restrictions, additional limitations in freight services, governmental actions limiting the movement of products between regions, delays in production ramps of new products, and disruptions in the operations of our manufacturing vendors and component suppliers.

Risks Related To Our Common Stock

Our decision to voluntarily delist our common stock from NASDAQ and our decision to deregister our common stock under the Exchange Act may affect the price and liquidity of our shares of common stock as well as our ability to raise capital in the future.

On November 22, 2013, we filed a Form 25 with the SEC to voluntarily delist our common stock from NASDAQ and deregister our common stock under Section 12(b) of the Exchange Act. On December 18, 2013, we filed a Form 15 with the SEC to voluntarily deregister our common stock under Section 12(g) of the Exchange Act. Our obligation to file periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, under Section 13(a) of the Exchange Act was suspended upon the filing of the Form 15 under Section 12(g) of the Exchange Act. The deregistration under Section 12(g) of the Exchange Act was effective as of March 18, 2014, 90 days after the filing of the Form 15 under Section 12(g) of the Exchange Act, at which time our other filing requirements under Section 13(a) of the Exchange Act terminated.

As of January 1, 2014, we had less than 300 holders of record of its securities, as determined pursuant to Rule 12g5-1 promulgated under the Exchange Act. Accordingly, we expect that our obligation to file periodic reports under Section 15(d) of the Exchange Act will also be suspended upon the filing of this 2013 Annual Report on Form 10-K. We have no intention of continuing to file periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K under Exchange Act once our obligations to do so under Sections 13(a) and 15(d) of the Exchange Act are terminated or otherwise suspended.

Our common stock is currently traded on The OTCQB Marketplace and we depend on third-party firms to create a market for our stock. We have in the past experienced, and may in the future experience, limited daily trading volume. The trading price of our common stock has been and may continue to be volatile. The market for technology companies, in particular, has at various times experienced extreme volatility that often has been unrelated to the operating performance of particular companies. These broad market and industry fluctuations may significantly affect the trading price of our common stock, regardless of our actual operating performance. The trading price of our common stock could be affected by a number of factors, including, but not limited to, changes in expectations of our future performance, changes in estimates by securities analysts (or failure to meet such estimates), quarterly fluctuations in our sales and financial results and a variety of risk factors, including the ones described elsewhere in this report. Periods of volatility in the market price of a company's securities sometimes result in securities class action litigation, which regardless of the merit of the claims, can be time-consuming, costly and divert management's attention. In addition, if we needed to raise equity funds under adverse conditions, it would be difficult to sell a significant amount of our stock without causing a significant decline in the trading price of our stock.

Our common stock price has been volatile, which could result in substantial losses for stockholders.

Our common stock is currently traded on The OTCQB Marketplace and we depend on third-party firms to create a market for our stock. We have in the past experienced, and may in the future experience, limited daily trading volume. The trading price of our common stock has been and may continue to be volatile. The market for technology companies, in particular, has at various times experienced extreme volatility that often has been unrelated to the operating performance of particular companies. These broad market and industry fluctuations may significantly affect the trading price of our common stock, regardless of our actual operating performance. The trading price of our common stock could be affected by a number of factors, including, but not limited to, changes in expectations of our future performance, changes in estimates by securities analysts (or failure to meet such estimates), quarterly fluctuations in our sales and financial results and a variety of risk factors, including the ones described elsewhere in this report. Periods of volatility in the market price of a company's securities sometimes result in securities class action litigation, which regardless of the merit of the claims, can be time-consuming, costly and divert management's attention. In addition, if we needed to raise equity funds under adverse conditions, it would be difficult to sell a significant amount of our stock without causing a significant decline in the trading price of our stock.

Our executive officers, directors and principal stockholders have substantial influence over us.

As of March 13, 2014, our executive officers, directors and principal stockholders owning greater than 5% of our outstanding common stock together beneficially owned approximately 52.6% of the outstanding shares of common stock including Steel Excel, Inc. which alone owns 44.7% of our outstanding shares of commons stock. As a result, these stockholders, acting together, may be able to exercise substantial influence over all matters requiring approval by our stockholders, including the election of directors and approval of significant corporate transactions. The concentration of ownership may also have the effect of delaying or preventing a change in our control that may be viewed as beneficial by the other stockholders.

Provisions of our certificate of incorporation and bylaws could make a proposed acquisition that is not approved by our board of directors more difficult.

Some provisions of our certificate of incorporation and bylaws could make it more difficult for a third-party to acquire us even if a change of control would be beneficial to our stockholders. These provisions include:

- authorizing the issuance of preferred stock, with rights senior to those of the common stockholders, without common stockholder approval;
- prohibiting cumulative voting in the election of directors;
- a staggered board of directors, so that no more than two of our four directors are elected each year; and
- limiting the persons who may call special meetings of stockholders.

Our stockholder rights plan may make it more difficult for others to obtain control over us, even if it would be beneficial to our stockholders.

In June 2003, our board of directors adopted a stockholders rights plan. Pursuant to its terms, we have distributed a dividend of one right for each outstanding share of common stock. These rights cause substantial dilution to the ownership of a person or group that attempts to acquire us on terms not approved by our board of directors and may have the effect of deterring hostile takeover attempts. These provisions could discourage a future takeover attempt which individual stockholders might deem to be in their best interests or in which stockholders would receive a premium for their shares over current prices.

Delaware law may delay or prevent a change in control.

We are subject to the provisions of Section 203 of the Delaware General Corporation Law. These provisions prohibit large stockholders, in particular a stockholder owning 15% or more of the outstanding voting stock, from consummating a merger or combination with a corporation, unless this stockholder receives board approval for the transaction, or 66 2/3% of the shares of voting stock not owned by the stockholder approve the merger or transaction. These provisions could discourage a future takeover attempt which individual stockholders might deem to be in their best interests or in which stockholders would receive a premium for their shares over current prices.

Our stock price may decline if additional shares are sold in the market.

As of March 13, 2014, we had 2,944,707 shares of common stock outstanding. All of our outstanding shares are currently available for sale in the public market, some of which are subject to volume and other limitations under the securities laws. Future sales of substantial amounts of shares of our common stock by our existing stockholders in the public market, or the perception that these sales could occur, may cause the market price of our common stock to decline. We may be required to issue additional shares upon exercise of previously granted options and warrants that are currently outstanding.

As of March 13, 2014, we had (i) 16,667 shares of common stock issuable upon the exercise of outstanding option awards; and (ii) 242,002 shares were available for future issuance of equity awards under our current long-term incentive plan. We had no warrants outstanding for the purchase common stock. The exercise of outstanding option awards could result in increased sales of our common stock in the market, which could exert significant downward pressure on our stock price. These sales also might make it more difficult for us to sell equity or equity-related securities in the future at a time and price we deem appropriate.

Item 1B. *Unresolved Staff Comments*

None.

Item 2. *Properties*

Our corporate offices are located in Scottsdale, Arizona. This facility consists of approximately 21,000 square feet of leased space pursuant to a lease for which the current term expires on April 30, 2014. We do not expect to renew the lease on expiration. The majority of our warehouse and product fulfillment operations are conducted at various third-party locations throughout the world. We believe our facility is suitable and adequate for our current business activities for the remainder of the lease terms.

Item 3. *Legal Proceedings*

We are, from time to time, party to certain legal proceedings that arise in the ordinary course and are incidental to our business. Although litigation is inherently uncertain, based on past experience and the information currently available, our management does not believe that any currently pending and threatened litigation or claims will have a material adverse effect on the Company's consolidated financial position or results of operations. However, future events or circumstances, currently unknown to management will determine whether the resolution of pending or threatened litigation or claims will ultimately have a material effect on our consolidated financial position, liquidity or results of operations in any future reporting period.

Item 4. *Mine Safety Disclosures*

Not applicable.

PART II

Item 5. *Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities*

Our common stock is traded on The OTCQB Market Place under the symbol "IGOI." On November 22, 2013, we filed a Form 25 with the SEC to voluntarily delist our common stock from NASDAQ and deregister our common stock under Section 12(b) of the Exchange Act. On December 18, 2013, we filed a Form 15 with the SEC to voluntarily deregister our common stock under Section 12(g) of the Exchange Act. Our obligation to file periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, under Section 13(a) of the Exchange Act was suspended upon the filing of the Form 15 under Section 12(g) of the Exchange Act. The deregistration under Section 12(g) of the Exchange Act was effective as of March 18, 2014, 90 days after the filing of the Form 15 under Section 12(g) of the Exchange Act, at which time our other filing requirements under Section 13(a) of the Exchange Act terminated.

As of January 1, 2014, we had less than 300 holders of record of its securities, as determined pursuant to Rule 12g5-1 promulgated under the Exchange Act. Accordingly, we expect that our obligation to file periodic reports under Section 15(d) of the Exchange Act will also be suspended upon the filing of this 2013 Annual Report on Form 10-K. We have no intention of continuing to file periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K under Exchange Act once our obligations to do so under Sections 13(a) and 15(d) of the Exchange Act are terminated or otherwise suspended.

Prior to November 22, 2013 and the filing of our Form 25, our common stock was traded on The NASDAQ Capital Market under the symbol "IGOI".

The following sets forth, for the period indicated, the high and low sales prices for our common stock as reported by The NASDAQ Capital Market and The OTCQB Market Place, respectively, as adjusted retroactively for a 1-for-12 reverse stock split, effective January 28, 2013.

		High		Low
Year Ended December 31, 2012				
Quarter Ended March 31, 2012	$	15.00	$	6.60
Quarter Ended June 30, 2012	$	10.44	$	4.80
Quarter Ended September 30, 2012	$	7.20	$	4.20
Quarter Ended December 31, 2012	$	5.40	$	2.76
Year Ended December 31, 2013				
Quarter Ended March 31, 2013	$	5.00	$	3.00
Quarter Ended June 30, 2013	$	2.34	$	2.09
Quarter Ended September 30, 2013	$	3.75	$	2.14
Quarter Ended December 31, 2013	$	3.20	$	2.02

As of March 13, 2014, there were 2,944,707 shares of our common stock outstanding held by approximately 188 holders of record. This figure does not include an estimate of the number of "street name" holders or beneficial holders of our common stock whose shares are held of record by banks, brokers and other financial institutions. The last reported sale price of our common stock on The OTCQB Market on March 13, 2014 was $3.10 per share.

Dividend Policy

We have never paid cash dividends on our common stock, and it is the current intention of management to retain earnings to finance the growth of our business. Future payment of cash dividends will depend upon financial condition, results of operations, cash requirements, tax treatment, and certain corporate law requirements, as well as other factors deemed relevant by our Board of Directors.

Issuer Purchases of Equity Securities

During the fourth quarter of 2013, there were no repurchases made by us or on our behalf, or by any "affiliated purchasers," of shares of our common stock.

Item 6. *Selected Financial Data*

The Company is a smaller reporting company under Rule 12b-2 of the Exchange Act and therefore is not required to provide the information set forth by Item 301(c) of Regulation S-K.

Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations*

The following discussion and analysis of our financial condition and results of operations should be read together with our consolidated financial statements and notes thereto contained in this report. The following discussion contains forward-looking statements. Our actual results may differ significantly from the results discussed in these forward-looking statements. Please see the "Disclosure Concerning Forward-Looking Statements" and "Risk Factors" above for a discussion of factors that may affect our future results.

Overview

Our products make mobile electronic devices more efficient and cost effective, thus allowing professionals and other consumers to better utilize their mobile devices and access information more readily. Our current product offering primarily consists of power, batteries, audio and protection solutions for mobile electronic devices.

We have historically generated the majority of our revenue from the sale of chargers for laptops. However, consumers are increasingly using smartphones and tablets as their primary mobile electronic devices. As a result of this shift, we have seen increased competition and a decline in demand for our power products from our traditional customer base as well as increased competition from retail customers who offer traditional power products under their own private-label brands. Although we have expanded our offering of products beyond our traditional power products to include a variety of accessories to support the increased utilization of smartphones and tablets, including audio and protection products, the revenue generated from the sales of these products has not offset the decline in revenue from historical sales of our traditional power products.

In August 2013, we began a comprehensive, strategic review of our business in light of declining revenue and margins, continuing operating losses and cash usage. Our goal was to determine how to continue to operate the business while taking steps to reduce operating expenses, reduce and/or eliminate operating losses and improve cash flow.

Effective October 1, 2013, as a cost reduction measure, we executed a management services agreement with SP Corporate. The management services agreement, as approved by our independent directors, allowed us to reduce our operating expenses by consolidating executive positions and by using the services of SP Corporate for administrative functions on a shared services model.

In November 2013, we announced our intention to voluntarily delist our common stock from The NASDAQ Stock Market ("NASDAQ") and to deregister our common stock under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Both decisions were made after a review of the respective benefits from a NASDAQ listing and registration of our common stock under the Exchange Act, respectively, as compared to the costs of such activities. On November 22, 2013, we filed a Form 25 with the Securities and Exchange Commission to voluntarily delist our common stock from NASDAQ and deregister our common stock under Section 12(b) of the Exchange Act. On December 18, 2013, we filed a Form 15 with the Securities and Exchange Commission to voluntarily deregister our common stock under Section 12(g) of the Exchange Act.

In December 2013, we signed an inventory Purchase and License Agreement (the "License Agreement") with Incipio Technologies, Inc., (the "Licensee") pursuant to which Licensee will manage the manufacture, sales and distribution of our iGo© branded line of battery, charger and power supply products and accessories and other future products that may be developed by us or Licensee. Based on our strategic review, we concluded that the License Agreement would allow us to generate ongoing revenue, while allowing us to minimize operating expenses and working capital. We are currently taking steps for the implementation of the License Agreement. We expect to substantially complete these activities in the first quarter of 2014.

Concurrent with the execution of the License Agreement, we determined that certain of our battery, audio and protection products were not generating sufficient revenue and margins and determined that we will no longer offer such products once we have fulfilled existing orders and depleted current stock.

The Licensee will manage all aspects of selling and distributing the substantial majority of the Company's remaining inventory as well as future procurement, distribution and sale of iGo branded products. We will generate future revenue through license fees earned from Licensee under the terms of the License Agreement. Therefore, most accounts receivable will result from the revenue earned through license fees, in the form of royalties and profit-sharing with the Licensee.

In concert with the processes described above we have reduced headcount, terminated contractor and supplier agreements, and determined that we will no longer need to lease our current office building in Scottsdale, Arizona, as our ongoing functions will be supported by a combination of SP Corporate and our Licensee. The lease will expire in April 2014.

Power

Power management, which remains our core product line, includes portable power, device power, and laptop power solutions. We continually strive to bring to market high quality, uniquely differentiated power solutions that meet our customers' needs and exceed their expectations.

Batteries

Since June 2011, through our relationship with Pure Energy Solutions ("Pure Energy"), we have been the exclusive marketer and distributor of Pure Energy's patented rechargeable alkaline (RAMcell) batteries to retailers worldwide (excluding China) with non-exclusive distribution rights in Africa. RAMcell batteries are pre-charged and hold a charge for up to seven years. Approximately three billion single-use alkaline batteries are sold annually in the United States. RAMcell batteries provide users an environmentally friendly, cost-effective alternative to disposable alkaline batteries. However, as a result of the License Agreement and directing our focus primarily toward power products, we do not expect batteries and related battery chargers to provide a significant contribution to revenue in the future, and we do not plan to offer such products for sale once we deplete our existing inventories.

Audio

As a result of our acquisition of Aerial7 in 2010, we have offered a line of ear-buds and headphones. As mobile phones evolved into smartphones and new portable media devices capable of playing music and video, many consumers utilize a variety of mobile electronic devices for both communication and entertainment purposes. Our audio products have been designed to provide enhanced sound quality compared to competitive products at similar price points. They have offered consumers the ability to both communicate with others via an integrated microphone that can be used with a portable computer, mobile phone, computer or other portable media device as well as the ability to listen to music or video from these devices. In addition to delivering quality sound output, our line of audio products have been designed to appeal to the fashion sense of consumers, allowing them to express their unique and personal style through their mobile electronic devices. . Our audio products have been offered primarily through lifestyle and music retailers around the world. However, as a result of the License Agreement and directing our focus primarily toward power products, we do not expect audio products to provide a significant contribution to revenue in the future, and we do not plan to offer such products for sale once we deplete our existing inventories.

Protection

As a result of our acquisition of Adapt in 2010, we also offer a line of skins, cases and screen protectors for mobile electronic devices. Consumers value the protection of their mobile electronic devices as they rely on them heavily in their daily lives to both connect with others and store information. Consumers also view our protection products as a way to express personal fashion and style, much like they do with our audio products, clothing and other personal accessories. Our line of protection products was designed to meet both of these consumer needs by providing consumers with a high degree of protection and a unique, fashionable design that fits their personal styles. Our cases, skins, screen protectors and other similar products have been offered primarily in Europe.

However, as a result of the License Agreement and directing our focus primarily toward power products, we do not expect protection products to provide a significant contribution to revenue in the future, and we do not plan to offer such products for sale once we deplete our existing inventories.

Recent Developments

On November 22, 2013, we filed a notification of removal from listing and registration on Form 25 with the U.S. Securities and Exchange Commission (the "SEC") to voluntarily delist our common stock , par value $0.10 per share, from NASDAQ and deregister our common stock, with associated Series H Junior Participating Preferred Stock Purchase Rights, under Section 12(b) of the Exchange Act. On December 18, 2013, we filed a notice of termination of registration on Form 15 with the SEC to voluntarily deregister our common stock, with associated Series G Junior Participating Preferred Stock Purchase Rights, under Section 12(g) of the Exchange Act. Our obligation to file periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, under Section 13(a) of the Exchange Act was suspended upon the filing of the Form 15 under Section 12(g) of the Exchange Act. The deregistration under Section 12(g) of the Exchange Act was effective as of March 18, 2014, 90 days after the filing of the Form 15 under Section 12(g) of the Exchange Act, at which time our other filing requirements under Section 13(a) of the Exchange Act terminated.

As of January 1, 2014, we had less than 300 holders of record of its securities, as determined pursuant to Rule 12g5-1 promulgated under the Exchange Act. Accordingly, we expect that our obligation to file periodic reports under Section 15(d) of the Exchange Act will also be suspended upon the filing of this 2013 Annual Report on Form 10-K. We have no intention of continuing to file periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K under Exchange Act once our obligations to do so under Sections 13(a) and 15(d) of the Exchange Act are terminated or otherwise suspended.

On December 23, 2013, 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 our iGO® branded line of battery, charger, and power supply products and accessories and other future products that maybe developed by us and Licensee (the " Licensed Products"). We believe the License Agreement offers us 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 our line of products, from which we will receive an ongoing revenue stream.

Under the terms of the License Agreement, we granted Licensee a non-exclusive license to use our iGO® trademarks and other intellectual property as necessary for Licensee to manufacture, promote, sell and distribute the licensed products worldwide through Licensee's network of distributors and retail partners and our online store. In consideration for the rights granted under the Agreement, Licensee will pay us a percentage of net sales of certain licensed products and the net profits of certain other licensed product sold worldwide and Licensee will bear all the costs of manufacture, inventory management, distribution and sale of licensed products, as well as the costs of developing new products at its discretion.

Also in consideration for the rights granted under the License Agreement and to facilitate the transition to Licensee's management of our iGO® branded line of licensed products, Licensee purchased for resale our existing, on hand inventory of licensed products and outstanding, unfulfilled purchase orders for licensed products, except for certain product inventory that had been identified by us and Licensee as obsolete or which lacked sufficient market demand. Licensee purchased 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 us and Licensee. The License Agreement also includes certain restrictions on our ability 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 our iGO® trademarks , 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, we will not sell our iGO® trademarks to any unaffiliated third party unless we have first offered our iGO® trademarks 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. .

A copy of License Agreement is included as an exhibit this Form 10-K for the year ending December 31, 2013.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires management to make a number of estimates and judgments which impact the reported amounts of assets, liabilities, revenue and expenses and the related disclosure of contingent assets and liabilities.

On an on-going basis, we evaluate our estimates, including those related to bad debt expense, warranty obligations, inventories, sales returns and price protection, and contingencies and litigation. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from our estimates under different assumptions or conditions.

We believe the following critical accounting policies affect our more significant judgments and estimates used in the preparation of our consolidated financial statements:

Revenue Recognition. Revenue from product sales is generally recognized upon shipment and transfer of ownership from us or our contract manufacturers to our customers. Allowances for sales returns and credits are provided for in the same period the related sales are recorded. Should the actual return or sales credit rates differ from our estimates, revisions to our estimated allowance for sales returns and credits may be required.

Our recognition of revenue from product sales to distributors, resellers and retailers, or the "retail and distribution channel," is affected by agreements we have with certain customers giving them rights to return up to 15% of their prior quarter's purchases, provided that the customer places a new order for an equal or greater dollar value of the amount returned. We also have agreements with certain customers that allow them to receive credit for subsequent price reductions, or "price protection." At the time we recognize revenue related to these agreements, we reduce revenue for the gross sales value of estimated future returns, as well as our estimate of future price protection. We also reduce cost of revenue for the gross product cost of estimated future returns. We record an allowance for sales returns, including those of WalMart, in the amount of the difference between the gross sales value and the cost of revenue as a reduction of accounts receivable. We have historically maintained agreements with certain customers that provided them with a 100% right of return prior to the ultimate sale to an end user of the product. Accordingly, we recorded $307,000 deferred revenue as of December 31, 2012. At December 31, 2013, we recorded no deferred revenue for our remaining customer base. Gross sales to the retail and distribution channel accounted for approximately 97% of revenue for the year ended December 31, 2013 and 89% of revenue for the year ended December 31, 2012.

Historically, a correlation has existed between the amount of retail and distribution channel inventory and the amount of returns that actually occur. The greater the inventory held by our distributors, the more product returns we expect. As part of our effort to reach an appropriate accounting estimate for returns, for each of our products, we monitor levels of product sales and inventory at our distributors' warehouses and at retailers. In estimating returns, we analyze historical returns, current inventory in the retail and distribution channel, current economic trends, changes in consumer demand, the introduction of new competing products and market acceptance of our products.

In recent years, as a result of a combination of the factors described above, we have reduced our gross sales to reflect our estimated amounts of returns and price protection. It is possible that returns could increase rapidly and significantly in the future. Accordingly, estimating product returns requires significant judgment on the part of management. Slight differences in the assumptions management uses to estimate sales returns could have a material impact on our reported sales and thus could have a material impact on the presentation of the results of our operations.

Inventory Valuation. Inventories consist of finished goods and component parts purchased both partially and fully assembled. We experience all the typical risks and rewards of inventory held by contract manufacturers. Inventories are stated at the lower of cost (first-in, first-out method) or market. Inventories include material, labor and overhead costs. Labor and overhead costs are allocated to inventory based on a percentage of material costs. We monitor usage reports to determine if the carrying value of any items should be adjusted due to lack of demand. We make a downward adjustment to the value of our inventory for estimated obsolescence or unmarketable inventory equal to the difference between the cost of inventory and the estimated market value based upon assumptions about future demand and market conditions. If actual market conditions are less favorable than those projected by management, additional inventory write-downs may be required. At December 31, 2013, a significant portion of our inventory has been written-down to the value agreed upon with the Licensee. Additional inventory write-downs may be required if the Licensee determines the market value is less than the agreed-upon value.

Deferred Tax Valuation Allowance. We record a valuation allowance to reduce our deferred tax assets to the amount that is more likely than not to be realized. In determining the amount of the valuation allowance, we consider estimated future taxable income as well as feasible tax planning strategies in each taxing jurisdiction in which we operate. Historically, we have recorded a deferred tax valuation allowance in an amount equal to our net deferred tax assets. If we determine that we will ultimately be able to utilize all or a portion of deferred tax assets for which a valuation allowance has been provided, the related portion of the valuation allowance will be released to income as a credit to income tax expense.

Goodwill and Long-Lived Asset Valuation. We have historically tested goodwill for impairment on an annual basis as of October 1. The goodwill impairment evaluation process is based on both a discounted future cash flows approach and a market comparable approach. The discounted cash flows approach uses our estimates of future market growth rates, market share, revenue and costs, as well as appropriate discount rates. We evaluated goodwill for impairment as of October 1, 2011 and determined that recorded goodwill was impaired at that time. We test our recorded long-lived assets whenever events indicate the recorded intangible assets may be impaired. Our long-lived asset impairment approach is based on an undiscounted cash flows approach. As a result of the assessment of goodwill impairment at October 1, 2011, we tested long-lived assets for impairment at that time and determined some of these assets were impaired. As a result of the assessment of additional goodwill impairment at October 1, 2012, we tested long-lived assets for impairment at that time and determined all of these assets in connection with the acquisition of Aerial7 were impaired. The value of goodwill remained at zero throughout 2013.

Investments. The Company assesses its long-term investments for other-than-temporary declines in value by considering various factors that include, among other things, events that may affect the creditworthiness of a security's issuer, the length of time the security has been in a loss position, and the Company's ability and intent to hold the security until a forecasted recovery of fair value.

Results of Operations

The following table sets forth certain consolidated financial data for the periods indicated expressed as a percentage of total revenue for the periods indicated:

	Year Ended December 31,	
	2013	2012
Revenue	100.0%	100.0%
Cost of revenue	103.0%	82.3%
Gross profit (loss)	(3.0)%	17.7%
Operating expenses:		
Sales and marketing	16.7%	17.5%
Research and development	6.9%	7.4%
General and administrative	45.1%	23.6%
Asset impairment	2.7%	4.8%
Total operating expenses	71.4%	53.3%
Loss from operations	(74.4)%	(35.6)%
Other income (expense):		
Interest income, net	0.0%	0.0%
Gain on disposal of assets and other income (expense), net	0.2%	(4.6)%
Loss before income tax	(74.2)%	(40.2)%
Income tax benefit	-	-
Net loss	(74.2)%	(40.2)%

Comparison of Years Ended December 31, 2013 and 2012

Revenue. Revenue generally consists of sales of products, net of returns and allowances. To date, our revenues have come predominantly from our laptop chargers. The following table summarizes the year-over-year comparison of our consolidated revenue for the periods indicated (dollars in thousands):

Year	Annual Amount	Decrease from Prior Year	Percentage Change from Prior Year
2013	$ 16,928	(12,948)	(43.3)%
2012	29,876	(8,496)	(22.1)%

Following is a breakdown of revenue by significant account for the years ended December 31, 2013 and 2012 with corresponding dollar and percent changes (dollars in millions):

			Change from 2012 to 2013	
	$ 2013	$ 2012	$ Change	% Change
Walmart	7.5	8.3	(0.8)	(9.6)%
Convoy	0.5	0.4	0.1	25.0%
RadioShack	0.1	3.8	(3.7)	(97.4)%
Belkin	-	0.8	(0.8)	(100.0)%
Office Depot	0.2	0.7	(0.5)	(71.4)%
All other customers	8.6	15.9	(7.3)	(45.8)%
	16.9	29.9	(13.0)	(43.5)%

The 2013 decrease in revenue was primarily due to declines in sales volume of power products to Radio Shack, Hudson Group, and In Motion Pictures, combined with a decline in average selling price for power products to Walmart, partially offset by an increase in sales volume of power products to Walmart. The decline in sales to all other customers is primarily attributable to lower sales of power products in North American markets, as well as a $500,000 decrease in the sale of audio products to $1.8 million for the year ended December 31, 2013, compared to $2.3 million for the year ended December 31, 2012, a $1.2 million decrease in sales of batteries to $1 million for the year ended December 31, 2013, compared to $2.2 million for the year ended December 31, 2012, and a $500,000 decrease in the sale of protection products to $200,000 for the year ended December 31, 2013, compared to $700,000 for the year ended December 31, 2012. We will generate reduced future revenue through the license fees earned from Licensee under the terms of the License Agreement, primarily a percentage of net sales of certain Licensed Products and the net profits of certain other Licensed Products.

Cost of revenue, gross profit and gross margin. Cost of revenue generally consists of costs associated with components, outsourced manufacturing and in-house labor associated with assembly, testing, packaging, shipping and quality assurance, depreciation of equipment and indirect manufacturing costs. Gross profit is the difference between revenue and cost of revenue. Gross margin is gross profit stated as a percentage of revenue. The following tables summarize the year-over-year comparison of our cost of revenue, gross profit and gross margin for the periods indicated (dollars in thousands):

Cost of revenue:

Year	Annual Amount	Increase/ (Decrease) from Prior Year	Percentage Change from Prior Year
2013	$ 17,440	(7,153)	(29.1)%
2012	24,593	(5,310)	(17.8)%

Gross profit and gross margin:

Year	Gross Profit	Gross Margin	Decrease in gross profit from Prior Year	Percentage Change from Prior Year
2013	$ (512)	(3.0)%	$ (5,795)	(109.7)%
2012	5,283	17.7%	$ (3,186)	(37.6)%

The 2013 decrease in cost of revenue and corresponding decrease in gross margin for the year ended December 31, 2013 compared to the year ended December 31, 2012 were primarily due to the decline in overall sales, shift in product mix, increased inventory write-downs, and decline in average selling prices to Walmart and other customers. Labor and overhead decreased by $945,000 to $4.2 million, or 24.8% of revenue, for the year ended December 31, 2013, compared to 17.1% of revenue for the year ended December 31, 2012. The decrease in labor and overhead costs during 2013 was primarily due to decreases of $395,000 in salaries and other personnel-related costs, $286,000 in third-party logistics costs, $443,000 in freight charges, and $86,000 in depreciation expense, partially offset by $759,000 in allowances for excess and obsolete inventory. Despite the decrease in labor and overhead costs, cost of revenue as a percentage of revenue increased to 103% for the year ended December 31, 2013, from 82.3% for the year ended December 31, 2012, primarily due to increased inventory write-downs, fixed labor and overhead costs being spread over reduced revenue, and a shift to lower margin customers. Upon implementation of the License Agreement, Licensee will bear all the costs of manufacture of Licensed Products. By the second quarter of 2014, we expect to incur no costs of revenue.

S***ales and marketing*****.** Sales and marketing expenses generally consist of salaries, commissions and other personnel-related costs of our sales, marketing and support personnel, advertising, public relations, promotions, printed media and travel. The following table summarizes the year-over-year comparison of our sales and marketing expenses for the periods indicated (dollars in thousands):

Year	Annual Amount	Increase/ (Decrease) from Prior Year	Percentage Change from Prior Year
2013	$ 2,818	(2,415)	(46.1)%
2012	5,233	(2,462)	(32.0)%

The 2013 decrease in sales and marketing expenses primarily resulted from decreases in advertising, market research, and personnel-related expenses. Specifically, marketing, advertising and promotional expenses decreased $510,000 million or 47.5%, to $475,000 for the year ended December 31, 2013, compared to $1.0 million for the year ended December 31, 2012. In addition, there was a decrease in personnel-related and consulting expenses of $1.6 million, or 44.4%, to $2.0 million for the year ended December 31, 2013, compared to $3.6 million for the year ended December 31, 2012, and a decrease in outside commissions and professional fees of $195,000, or 51.1%, to $187,000 for the year ended December 31, 2013, compared to $382,000 for the year ended December 31, 2012 As a percentage of revenue, sales and marketing expenses decreased to 16.7% for the year ended December 31, 2013 from 17.5% for the year ended December 31, 2012.

Research and development**.** Research and development expenses consist primarily of salaries and personnel-related costs, outside consulting, lab costs and travel-related costs of our product development group. The following table summarizes the year-over-year comparison of our research and development expenses for the periods indicated (dollars in thousands):

Year		Annual Amount	Increase/ (Decrease) from Prior Year	Percentage Change from Prior Year
2013	$	1,172	(1,046)	(47.2)%
2012		2,218	(140)	(5.9)%

The decrease in research and development expenses in 2013 resulted primarily from the decreases of approximately $500,000 in personnel-related expenses, or 31.3% to $1.1 million for the year ended December 31, 2013, compared to $1.6 million for the year ended December 31, 2012 (primarily from approximately reductions in labor force, partially offset by $290,000 in severance expenses due to a change in control). Non-recurring engineering expenses decreased by $144,000, or 82.8% to $30,000 for the year ended December 31, 2013, compared to $174,000 for the year ended December 31,2012, primarily due to the March 27, 2013 termination of the development of our power-saving microchip with Texas Instruments. Professional consulting expenses decreased by $99,000, or 89.2% to $12,000 for the year ended December 31, 2013, compared to $111,000 for the year ended December 31, 2012. As a percentage of revenue, research and development expenses increased to 6.9% for the year ended December 31, 2013 from 7.4% for the year ended December 31, 2012.

General and administrative. General and administrative expenses consist primarily of salaries and other personnel-related expenses of our finance, human resources, information systems, corporate development and other administrative personnel, as well as facilities, legal and other professional fees, depreciation and amortization and related expenses. The following table summarizes the year-over-year comparison of our general and administrative expenses for the periods indicated (dollars in thousands):

Year		Annual Amount	Increase/ (Decrease) from Prior Year	Percentage Change from Prior Year
2013	$	7,641	595	8.4%
2012		7,046	(707)	(9.1)%

The 2013 increase in general and administrative expenses resulted from an increase in personnel-related expenses of approximately $300,000 or 21.4%, to $1.7 million for the year ended December 31, 2013, compared to $1.4 million for the year ended December 31, 2012 (primarily from approximately $883,000 in severance expenses due to a change in control, partially offset by reductions in labor force), and an increase in consulting and legal professional fees of approximately $1.74 million, or 229%, to $2.5 million for the year ended December 31, 2013, compared to $760,000 for the year ended December 31, 2012, which were partially offset by a decrease in equity compensation and amortization expenses of approximately $1.5 million, or 53.6%, to $1.3 million for the year ended December 31, 2013, compared to $2.8 million for the year ended December 31, 2012. General and administrative expenses, as a percentage of revenue increased to 45.1% for the year ended December 31, 2013, from 23.6% for the year ended December 31, 2012.

Asset impairment. Asset impairment expense consists of expenses associated with impairment write-downs of goodwill and amortizable intangible assets. During the second quarter of 2013, in conjunction with the Company's long term investment impairment, we determined a triggering event had occurred, that caused us to evaluate the intangible assets related to Pure Energy for impairment, specifically the distribution rights and technology license. Based on the receivership of Pure Energy and the resulting delay of shipments, we determined the amortizable intangible assets with a remaining book value of $456,000 were fully impaired. A total asset impairment charge of $456,000, related to the amortizable intangible assets, was recorded for the year ended December 31, 2013,

As of October 1, 2012, our annual impairment testing date, as a result of a significant decline in the fair value of the Aerial7 reporting unit, we determined goodwill in the amount of $285,000 related to our 2010 acquisition of Aerial7 was impaired. In conjunction with the goodwill impairment, we determined a triggering event had occurred that caused us to evaluate amortizable assets related to Aerial7 for impairment. Based on lower-than-anticipated sales of audio products, we determined amortizable intangible assets with a remaining net book value of $1,158,000 related to Aerial7 were impaired.

***Interest income, net*.** Interest income, net consists primarily of interest earned on our cash balances and short-term investments. The following table summarizes the year-over-year comparison of interest income, net for the periods indicated (dollars in thousands):

Year	Annual Amount	Increase/ (Decrease) from Prior Year	Percentage Change from Prior Year
2013	$ 5	(7)	(58.3)%
2012	12	(50)	(80.6)%

The 2013 decrease in interest income was primarily due to decreased yield on our short-term investment balances during 2013 . The 2012 decrease in interest income was primarily due to decreased short-term investment balances during 2012 due to usage of those investments to fund operating losses and working capital requirements. The average yield on our cash and short-term investments at December 31, 2013 was less than 1%, consistent with the average yield in 2012.

***Gain (loss) on disposal of assets and other income (expense), net* .** Gain (loss) on disposal of assets and other income, net consists of the net proceeds received from the disposal of assets, income derived from non-core sources, and losses due to foreign exchange transactions. Other income (expense), net was $88,000 for the year ended December 31, 2013, primarily due to a $200,000 reimbursement from Texas Instruments following the termination of its contract to create an integrated circuit based on iGo Green technology, partially offset by ($135,000) foreign exchange losses. Other income (expense), net was ($218,000) for the year ended December 31, 2012 primarily due to foreign exchange losses of $228,000.

The following table summarizes the year-over-year comparison of gain on disposal of assets for the periods indicated (dollars in thousands):

Year	Annual Amount	Increase/ (Decrease) from Prior Year	Percentage Change from Prior Year
2013	$ 88	$ 306	140.4%
2012	$ (218)	$ (224)	N/A

***Other-than-temporary impairment of long-term investments* .** The 2013 loss of ($60,000) and the 2012 loss of ($1,161,000), respectively, were due to the recognition of other-than-temporary impairment charges related to long term investment securities discussed in Note 4 to the consolidated financial statements.

***Income taxes*.** Based on historical operating losses and projections for future taxable income, it is more likely than not that we will not fully realize the benefits of the net operating loss carryforwards. We have not, therefore, recorded a tax benefit from our net operating loss carryforwards for the year ended December 31, 2013, which at December 31, 2013 were $184 million for federal purposes.

Operating Outlook

We have historically generated the majority of our revenue from the sale of chargers for laptops. However, consumers are increasingly using smartphones and tablets as their primary mobile electronic devices. As a result of this shift, we have seen increased competition and a decline in demand for our power products from our traditional customer base as well as increased competition from retail customers who offer traditional power products under their own private-label brands. Although we have expanded our offering of products beyond our traditional power products to include a variety of accessories to support the increased utilization of smartphones and tablets, including audio and protection products, the revenue generated from the sales of these products has not offset the decline in revenue from historical sales of our traditional power products.

While we have taken certain actions to reduce costs, we also assessed opportunities to implement a further-reduced cost structure while evaluating alternative business models. We explored opportunities that would allow us to utilize our brand to expand our higher volume products, and potential strategic alliances that could provide for expanded product lines. As a result, we entered into the license agreement on December 23, 2013 with Incipio Technologies, Inc. whereby Incipio Technologies, Inc. will manage the manufacture, sales and distribution of our branded line of battery, charger, and power supply products and accessories and other future products that may be developed by us and Incipio Technologies, Inc.

Concurrent with the execution of the License Agreement, we decided that our battery, audio, and protection products were not generating sufficient revenue and were unlikely to provide a significant contribution to revenue in the future. Accordingly, we do not plan to offer such products for sale once we have depleted existing inventories.

We believe this new sales model, new distribution method, elimination of certain product lines, and reductions in operating expenses will allow us to create an ongoing revenue stream, reduce working capital requirements, and significantly reduce overhead. Upon implementation of the License Agreement, Licensee will bear all the costs of manufacture, inventory management, distribution and sale of Licensed Products as well as the costs of developing new products at its discretion. By the second quarter of 2014, we anticipate no expenses related to sales, marketing, or research and development, while general and administrative expenses will be limited to the administration of the License Agreement and the fixed annual fee to SP Corporate as discussed in Note 15 to the financial statements.

Liquidity and Capital Resources

Cash and Cash Flow. Our available cash and cash equivalents are held in bank deposits and money market funds in the United States and in the United Kingdom. We actively monitor the third-party depository institutions that hold our cash and cash equivalents. Our emphasis is primarily on safety of principal while secondarily maximizing yield on those funds. We diversify our cash and cash equivalents among counterparties to minimize exposure to any one of these entities. To date, we have experienced no material loss or lack of access to our invested cash or cash equivalents; however, we can provide no assurances that access to our invested cash and cash equivalents will not be impacted by adverse conditions in the financial markets or liquidity requirements to fund our operations.

At any point in time we have funds in our operating accounts that are with third-party financial institutions. These balances in the U.S. may exceed the Federal Deposit Insurance Corporation ("FDIC") insurance limits. While we monitor the cash balances in our operating accounts and adjust the cash balances as appropriate, these cash balances could be impacted if the underlying financial institutions fail or could be subject to other adverse conditions in the financial markets.

A primary use of cash has been to fund operating losses and working capital needs of our business. Some of our suppliers of batteries, protection and audio products have been unwilling to extend trade credit to us on the same terms and conditions as our power product suppliers have historically done. As a result, we have been required to pay for purchases of inventory of these products in advance of the related sale of these products, which has increased our use of cash to support the working capital required to effectively operate our business.

We currently do not maintain a credit facility with a bank. However, we may attempt to access this source of financing, to the extent available, at some point in the future.

The following table sets forth for the period presented certain consolidated cash flow information (in thousands):

	Year Ended December 31, 2013	Year Ended December 31, 2012
Net cash used in operating activities	$ (1,395)	$ (4,247)
Net cash provided by (used in) investing activities	(108)	2,204
Foreign currency exchange impact on cash flow	128	(18)
Increase (decrease) in cash and cash equivalents	$ (1,375)	$ (2,061)
Cash and cash equivalents at beginning of period	$ 8,229	$ 10,290
Cash and cash equivalents at end of period	$ 6,854	$ 8,229

- ***Net cash provided by (used in) operating activities.*** Cash was used in operating activities for the year ended December 31, 2013 to fund the working capital needs of our business, including inventory purchases. We expect to continue to use cash in operating activities in 2013 to fund our working capital needs. Our consolidated cash flow operating metrics are as follows:

	Year Ended December 31,	
	2013	**2012**
Days outstanding in ending accounts receivable ("DSOs")	23	44
Inventory turns	4	3

- The decrease in DSOs at December 31, 2013 compared to December 31, 2012 was primarily due to the decrease in revenue, partially offset by the decline in accounts receivable. The increase in inventory turnover was primarily due to the reduction in average inventory, partially offset by the decrease in cost of revenue.

- ***Net cash provided by (used in) investing activities.*** For the year ended December 31, 2013, net cash was used in investing activities primarily as a result of the purchase of intangible assets. For the year ended December 31, 2012, net cash was generated by investing activities primarily as a result of the sale of short-term investments (net of purchases), partially offset by our purchase of property and equipment.

Investments. At December 31, 2013, our investments in marketable securities included one issuance of corporate common stock, one corporate debenture, and one municipal mutual fund with an aggregate fair value of approximately $2.1 million.

In June 2011, we made an investment in Pure Energy, in which we received 2,142,858 shares of Pure Energy Visions common stock at a price per share equal to $0.286, and an interest-free convertible secured debenture having a one-year repayment term that converts into an additional 2,142,858 shares of Pure Energy Visions common stock in lieu of repayment either upon the achievement of certain business goals or earlier at our discretion. We concluded, however, that unrealized losses on our long-term investments were other-than-temporary and, therefore, recorded impairment charges of $60,000 during the year ended December 31, 2013 and $1.2 million during the year ended December 31, 2012 to reflect the amortized cost of the securities at fair value of zero and $60,000 at December 31, 2013 and December 31, 2012, respectively.

We believe we have the ability to hold all marketable debt securities to maturity. However, we may dispose of debt securities prior to their scheduled maturity due to changes in interest rates, prepayments, tax and credit considerations, liquidity or regulatory capital requirements, or other similar factors. As a result, we classify all marketable securities as available-for-sale. These securities are reported at fair value based on third-party broker statements, which represents level 2 in the fair value hierarchy set forth by the Financial Accounting Standards Board ("FASB") in Accounting Standards Codification 820—Fair Value Measurements and Disclosures. Our investment in Pure Energy is reported at fair value based on a quoted market price, which represents level 1 in the FASB's fair value hierarchy. Accordingly, unrealized gains and losses related to these investments are reported in equity as a separate component of accumulated other comprehensive income (loss).

Contractual Obligations. In our day-to-day business activities, we incur certain commitments to make future payments under contracts such as operating leases and purchase orders. Maturities under these contracts are set forth in the following table as of December 31, 2013 (dollars in thousands):

	Payment due by Period					
	2014	**2015**	**2016**	**2017**	**2018**	**More than 5 years**
Operating lease obligations	$ 83					
Inventory purchase obligations	$ 709	$ -	$ -	$ -	$ -	$ -
Totals	$ 792	$ -	$ -	$ -	$ -	$ -

Off-Balance Sheet Arrangements. We have no off-balance sheet financing arrangements.

Acquisitions and dispositions. In 2010 we acquired Adapt and Aerial7 to complement our product offerings and expand our revenue base. The magnitude, timing and nature of any future acquisitions will depend on a number of factors, including the availability of suitable acquisition candidates, the negotiation of acceptable terms, our financial capabilities and general economic and business conditions. Financing of future acquisitions would result in the utilization of cash, incurrence of additional debt, issuance of additional equity securities or a combination of all of these. Our future strategy may also include the possible disposition of assets that are not considered integral to our business which would likely result in the generation of cash.

Net Operating Loss Carryforwards. As of December 31, 2013, we had approximately $184.0 million of federal net operating loss carryforwards which expire at various dates. We anticipate that the sale of common stock in our initial public offering and in subsequent private offerings, as well as the issuance of our common stock for acquisitions, coupled with prior sales of common stock could cause an annual limitation on the use of our net operating loss carryforwards pursuant to the change in ownership provisions of Section 382 of the Internal Revenue Code of 1986, as amended. This limitation is expected to have a material effect on the timing of and our ability to use the net operating loss carryforwards in the future. Additionally, our ability to use the net operating loss carry-forwards is dependent upon our level of future profitability, which cannot be determined.

Liquidity Outlook. Based on our projections, we believe that our existing cash, cash equivalents, and short-term investments will be sufficient to meet our working capital and capital expenditure requirements for at least the next 12 months and, upon implementation of the License Agreement, our working capital requirements will decrease significantly. If we require additional capital resources to grow our business internally or to acquire complementary technologies and businesses at any time in the future, we may seek to obtain debt financing or sell additional equity securities. The sale of additional equity securities would result in more dilution to our stockholders. In addition, additional capital resources may not be available to us in amounts or on terms that are acceptable to us.

Recent Accounting Pronouncements

See Note 2(t) to our consolidated financial statements for a summary of recently issued accounting pronouncements.

Item 7A. *Quantitative and Qualitative Disclosures About Market Risk*

The Company is a smaller reporting company under Rule 12b-2 of the Exchange Act and therefore is not required to provide the information set forth by Item 305(e) of Regulation S-K.

Item 8. ***Financial Statements and Supplementary Data***

IGO, INC. AND SUBSIDIARIES

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Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
iGo, Inc.:

We have audited the accompanying consolidated balance sheets of iGo, Inc. and subsidiaries (the Company) as of December 31, 2013 and 2012 and the related consolidated statements of comprehensive loss, stockholders' equity, and cash flows for each of the two years in the period ended December 31, 2013. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion . An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of iGo, Inc. and subsidiaries as of December 31, 2013 and 2012, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2013, in conformity with U.S. generally accepted accounting principles.

(signed) Moss Adams LLP

Phoenix, Arizona
March 20, 2014

IGO, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(In thousands, except share amounts)

	December 31,	
	2013	**2012**
ASSETS		
Current assets:		
Cash and cash equivalents	$ 6,854	$ 8,229
Short-term investments	2,142	2,129
Accounts receivable, net	1,065	4,131
Inventories	1,407	8,376
Prepaid expenses and other current assets	201	336
Total current assets	11,669	23,201
Property and equipment, net	133	445
Intangible assets, net	149	1,001
Long-term investments	-	60
Other assets	152	158
Total assets	$ 12,103	$ 24,865
LIABILITIES AND STOCKHOLDERS' EQUITY		
Liabilities:		
Accounts payable (Includes $333 related party payable at December 31, 2013. See footnote 15)	$ 2,139	$ 2,698
Accrued expenses and other current liabilities	562	796
Deferred revenue	-	307
Total liabilities	2,701	3,801
Stockholders' Equity:		
Common stock, $ .01 par value; authorized 90,000,000 shares; 2,944,707 and 2,896,925 shares issued and outstanding at December 31, 2013 and December 31, 2012, respectively	29	29
Additional paid-in capital	175,939	175,177
Accumulated deficit	(166,500)	(153,934)
Accumulated other comprehensive loss	(66)	(208)
Total equity	9,402	21,064
Total liabilities and stockholders' equity	$ 12,103	$ 24,865

See accompanying notes to consolidated financial statements.

IGO, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(In thousands, except per share amounts)

	Year Ended December 31, 2013	2012
Revenue	$ 16,928	$ 29,876
Cost of revenue	17,440	24,593
Gross profit (loss)	(512)	5,283
Operating expenses:		
Sales and marketing	2,818	5,233
Research and development	1,172	2,218
General and administrative	7,641	7,046
Asset impairment	456	1,443
Total operating expenses	12,087	15,940
Loss from operations	(12,599)	(10,657)
Other income (expense), net:		
Interest income, net	5	12
Other-than-temporary impairment of long-term investments	(60)	(1,161)
Gain on disposal of assets and other income (expense), net	88	(218)
Net loss	(12,566)	(12,024)
Net loss attributable to iGo, Inc. per share:		
Basic	$ (4.30)	$ (4.22)
Diluted	$ (4.30)	$ (4.22)
Weighted average common shares outstanding:		
Basic	2,921	2,852
Diluted	2,921	2,852
Other comprehensive income (loss):		
Reclassification adjustment for losses included in net income	-	1,166
Unrealized gain (loss) on available for sale of investments	13	(343)
Foreign currency translation adjustments	129	(18)
Total comprehensive loss	$ (12,424)	$ (11,219)

See accompanying notes to consolidated financial statements.

IGO, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands, except share amounts)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Net Stockholders' Equity
	Shares	**Amount**				
Balances at December 31, 2011	2,811,801	$ 28	$ 173,762	$ (141,910)	$ (1,013)	$ 30,867
Issuance of stock awards	85,124	1	(183)	-	-	(182)
Amortization of deferred compensation	-	-	1,598	-	-	1,598
Other comprehensive income	-	-	-	-	805	805
Net loss	-	-	-	(12,024)	-	(12,024)
Balances at December 31, 2012	2,896,925	$ 29	$ 175,177	$ (153,934)	$ (208)	$ 21,064
Issuance of stock awards	47,782	-	(327)	-	-	(327)
Amortization of deferred compensation	-	-	1,089	-	-	1,089
Other comprehensive income	-	-	-	-	142	142
Net loss	-	-	-	(12,566)	-	(12,566)
Balances at December 31, 2013	2,944,707	$ 29	$ 175,939	$ (166,500)	$ (66)	$ 9,402

See accompanying notes to consolidated financial statements.

IGO, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,	
	2013	**2012**
Cash flows from operating activities:		
Net loss	$ (12,566)	$ (12,024)
Adjustments to reconcile net loss to net cash used in operating activities:		
Provision for doubtful accounts and sales returns and credits	894	1,367
Depreciation and amortization	793	1,674
Amortization of deferred compensation	758	1,598
Other-than-temporary impairment charges	60	1,166
Loss on disposal of assets	24	-
Impairment of goodwill	-	285
Impairment of intangible assets	456	1,158
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	2,172	316
Inventories	6,968	2,801
Prepaid expenses and other assets	142	204
Accounts payable	(559)	(1,452)
Accrued expenses and other current liabilities	(537)	(1,340)
Net cash used in operating activities	(1,395)	(4,247)
Cash flows from investing activities:		
Purchase of property and equipment	-	(279)
Purchase of intangibles	(108)	(296)
Sale of short-term investments	-	2,779
Net cash provided by (used in) investing activities	(108)	2,204
Effects of exchange rate changes on cash and cash equivalents	128	(18)
Net decrease in cash and cash equivalents	(1,375)	(2,061)
Cash and cash equivalents, beginning of period	8,229	10,290
Cash and cash equivalents, end of period	$ 6,854	$ 8,229
Supplemental disclosure of cash flow information:		
Issuance of restricted stock units for deferred compensation to employees and board members during 2012	$ -	$ 114

See accompanying notes to consolidated financial statements.

IGO, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(1) Nature of Business

iGo, Inc. and subsidiaries (collectively, "iGo" or the "Company") was formed on May 4, 1995. iGo was originally formed as a limited liability corporation; however, in August 1996 the Company became a corporation incorporated in the State of Delaware.

iGo designs, develops, manufactures and distributes power products for mobile electronic devices, such as chargers for mobile electronic devices and surge protectors that incorporate the Company's iGo Green technology; protection products for mobile electronic devices, such as skins, cases and screen protectors; audio products for mobile electronic devices such as ear-buds, headphones and speakers; and other mobile electronic accessory products. iGo distributes products in North America, Europe and Asia Pacific.

Effective January 28, 2013, the Company amended its Certificate of Incorporation to effect a reverse stock split of common stock at a ratio of 1-for-12. Accordingly, common stock and per share information have been retroactively restated in these financial statements to reflect the reverse-stock split.

On December 23, 2013, the Company and Licensee entered into the License Agreement, pursuant to which Licensee will manage the manufacture, sales and distribution of the Company's iGO® branded line of power supply and other future products that may be developed by the Company and Licensee (the " Licensed Products").

(2) Summary of Significant Accounting Policies

(a) Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make a number of estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, the Company evaluates its estimates, including those related to bad debt expense, sales returns and price protection, inventories, warranty obligations, and contingencies and litigation. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

The Company believes its critical accounting policies, consisting of revenue recognition, inventory valuation, deferred tax asset valuation, and goodwill and long-lived asset valuation affect its more significant judgments and estimates used in the preparation of its consolidated financial statements. These policies are discussed below.

(b) Principles of Consolidation

The consolidated financial statements include the accounts of iGo, Inc. and its wholly-owned subsidiaries, Mobility California, Inc., Mobility Idaho, Inc., iGo EMEA Limited, Mobility Texas, Inc., iGo Direct Corporation, Adapt Mobile Limited ("Adapt"), and Aerial7 Industries, Inc. ("Aerial7"). All significant intercompany balances and transactions have been eliminated in the accompanying consolidated financial statements. Certain reclassifications have been made to prior year amounts to conform to the current year presentation.

(c) Revenue Recognition

The Company recognizes net revenue when the earnings process is complete, as evidenced by an agreement with the customer, transfer of title and acceptance, if applicable, as well as fixed pricing and probable collectability. Revenue from product sales is recognized upon shipment and transfer of ownership from the Company or contract manufacturer to the customer, unless the customer has full right of return, in which case revenue is deferred until either the product has sold through to the end user or a reasonable estimate of returns can be made. Allowances for sales returns and credits are provided for in the same period the related sales are recorded. Should the actual return or sales credit rates differ from the Company's estimates, revisions to the estimated allowance for sales returns and credits may be required.

Shipping and handling costs are included in cost of revenues. We do not bill customers for freight.

(d) Advertising costs

The Company expenses advertising costs as incurred. Advertising costs for the years ended December 31, 2013 and 2012 were $28,431 and $123,016 respectively.

(e) Cash and Cash Equivalents

All short-term investments purchased with an original maturity of three months or less are considered to be cash equivalents. Cash and cash equivalents include cash on hand and amounts on deposit with financial institutions.

(f) Investments

Short-term investments that have an original maturity between three months and one year and a remaining maturity of less than one year are classified as available-for-sale. Available-for-sale securities are recorded at fair value and are classified as current assets due to the Company's intent and practice to hold these readily marketable investments for less than one year. Any unrealized holding gains and losses related to available-for-sale securities are recorded, net of tax, as a separate component of accumulated other comprehensive loss. When a decline in fair value is determined to be other than temporary, unrealized losses on available-for-sale securities are charged against net earnings. Realized gains and losses are accounted for on the specific identification method.

(g) Accounts Receivable

Accounts receivable consist of trade receivables from customers. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of the Company's customers to make required payments. The allowance is assessed on a regular basis by management and is based upon management's periodic review of the collectability of the receivables with respect to historical experience. If the financial condition of the Company's customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required. The Company also maintains an allowance for sales returns and credits in the amount of the difference between the sales price and the cost of revenue based on management's periodic review and estimate of returns. Should the actual return or sales credit rates differ from the Company's estimates, revisions to the estimated allowance for sales returns and credits may be required.

(h) Inventories

Inventories consist of finished goods and component parts purchased partially and fully assembled for computer accessory items. The Company has all normal risks and rewards of its inventory held by contract manufacturers and outsourced product fulfillment hubs. Inventories are stated at the lower of cost (first-in, first-out method) or market. Inventories include material, labor and overhead costs. Overhead costs are allocated to inventory based on a percentage of material costs. The Company monitors usage reports to determine if the carrying value of any items should be adjusted due to lack of demand for the items. The Company adjusts down the carrying value of inventory for estimated obsolescence or unmarketable inventory equal to the difference between the cost of inventory and the estimated market value based upon assumptions about future demand and market conditions. If actual market conditions are less favorable than those projected by management, additional inventory write-downs may be required.

(i) Property and Equipment

Property and equipment are stated at cost. Depreciation on furniture, fixtures and equipment is provided using the straight-line method over the estimated useful lives of the assets ranging from three to five years. Leasehold improvements are amortized over the shorter of the lease term or estimated useful life. Tooling is capitalized at cost and is depreciated over a two-year period. The Company periodically evaluates the recoverability of property and equipment and takes into account events or circumstances that warrant revised estimates of useful lives or that indicate that an impairment exists. The Company evaluates recoverability by a comparison of the carrying amount of the assets to future projections of undiscounted cash flows expected to be generated by the assets. The estimated future cash flows used are based on our business plans and forecasts, which consider historical results adjusted for future expectations. If future market conditions and the Company's outlook deteriorate, the Company may be required to record impairment charges in the future.

(j) Intangible Assets

Intangible assets include the cost of patents and trademarks, as well as identifiable intangible assets acquired through business combinations including trade names and software technology. Intangible assets are amortized on a straight-line basis over their estimated economic lives of three to ten years. The Company periodically evaluates the recoverability of intangible assets and takes into account events or circumstances that warrant revised estimates of useful lives or that indicate that an impairment exists. The Company evaluates recoverability by a comparison of the carrying amount of the assets to future projections of undiscounted cash flows expected to be generated by the assets. The estimated future cash flows used are based on our business plans and forecasts, which consider historical results adjusted for future expectations. If future market conditions and the Company's outlook deteriorate, the Company may be required to record impairment charges in the future. The Company's intangible assets at December 31, 2013 will continue to be utilized upon implementation of the License Agreement and are not considered to be impaired.

(k) Goodwill

Goodwill is the excess of the purchase price over the fair value of the net assets acquired. Goodwill is tested for impairment annually as of October 1, or more frequently if indications of impairment arise.

(l) Warranty Costs

The Company provides limited warranties on certain of its products for periods generally not exceeding three years. The Company accrues for the estimated cost of warranties at the time revenue is recognized. The accrual is based on the Company's actual claim experience. Should actual warranty claim rates, or service delivery costs, differ from our estimates, revisions to the estimated warranty liability would be required.

(m) Income Taxes

The Company utilizes the asset and liability method of accounting for income taxes. Under the asset and liability method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The Company records a valuation allowance to reduce its deferred tax assets to the amount that is more likely than not to be realized. While the Company has considered forecasts of future taxable income and ongoing prudent and feasible tax planning strategies in assessing the need for the valuation allowance, in the event the Company was to determine that it would be able to realize its deferred tax assets in the future in excess of the net recorded amount, an adjustment to the valuation allowance and deferred tax benefit would increase net income in the period such determination was made.

(n) Net Loss per Common Share

Basic loss per share is computed by dividing loss by the weighted-average number of common shares outstanding for the period, as adjusted for the 1-for-12 reverse stock split. Diluted loss per share reflects the potential dilution that could occur if securities or contracts to issue common stock were exercised or converted to common stock or resulted in the issuance of common stock that then shared in the earnings or loss of the Company. For 2013 and 2012, the assumed exercise of outstanding stock options and warrants and the impact of restricted stock units have been excluded from the calculations of diluted net loss per share as their effect is anti-dilutive.

(o) Share-based Compensation

The Company measures all share-based payments to employees at fair value and records expense in the consolidated statement of operations over the requisite service period (generally the vesting period).

(p) Fair Value of Financial Instruments

The Company's financial instruments include cash equivalents, short-term investments, long-term investments, accounts receivable, and accounts payable. Due to the short-term nature of cash equivalents, accounts receivable, and accounts payable, the fair value of these instruments approximates their recorded value. The Company does not have material financial instruments with off-balance sheet risk.

(q) Research and Development

The cost of research and development is charged to expense as incurred.

(r) Foreign Currency Translation

The financial statements of the Company's foreign subsidiaries are measured using the local currency as the functional currency. Assets and liabilities of these subsidiaries are translated at exchange rates as of the balance sheet date. Revenues and expenses are translated at average rates of exchange in effect during the year. The resulting cumulative translation adjustments have been recorded as comprehensive income (loss), a separate component of stockholders' equity.

(s) Segment Reporting

The Company is engaged in the business of selling accessories for computers and mobile electronic devices and operates a single business segment.

(t) Recently Issued Accounting Pronouncements

In July 2013, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2013-11 ("ASU 2013-11"), Income Taxes (Topic 740): Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists. The update clarifies that an unrecognized tax benefit should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward. In situations where the tax benefit is not available at the reporting date under the governing tax law or if the entity does not intend to use the deferred tax asset for such purpose, the unrecognized tax benefit should be presented as a liability and not combined with deferred tax assets. ASU 2013-11 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2013. The amendment is to be applied to all unrecognized tax benefits that exist as of the effective date and may be applied retrospectively to each prior reporting period presented. While early adoption is permitted, we expect to adopt ASU 2013-11 on January 1, 2014. We do not expect the adoption of these new presentation requirements to have a material impact on our consolidated financial position, results of operations, or cash flows.

In July 2012, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2012-02, "Testing Indefinite-Lived Intangible Assets for Impairment" ("ASU No. 2012-02"), which allows entities to use a qualitative approach to test indefinite-lived intangible assets for impairment. ASU No. 2012-02 permits an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of the indefinite-lived intangible asset is less than its carrying value. If it is concluded that this is the case, it is necessary to perform the currently prescribed quantitative impairment test. Otherwise, the quantitative impairment test is not required. ASU No. 2012-02 is effective for annual and interim impairment tests performed for fiscal years beginning after September 15, 2012. The Company adopted this guidance for the fiscal year ending December 31, 2013.

In February 2013, the FASB issued guidance that requires entities to present information about reclassification adjustments from accumulated other comprehensive income in their financial statements or footnotes. This guidance is effective for fiscal years and interim periods within those years beginning after December 15, 2012. The Company adopted this guidance for the fiscal year ending December 31, 2013.

(u) ***Subsequent events***

Subsequent events are events or transactions that occur after the balance sheet date but before financial statements are issued. We recognize in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet, including the estimates inherent in the process of preparing the financial statements. Our financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the balance sheet but arose after the balance sheet date and before financial statements are issued.

(3) Fair Value Measurement

As of December 31, 2013, the Company's financial assets and financial liabilities that are measured at fair value on a recurring basis are comprised of overnight money market funds and investments in marketable securities.

The Company invests excess cash from its operating cash accounts in overnight money market funds and reflects these amounts within cash and cash equivalents on the consolidated balance sheet at a net value of 1:1 for each dollar invested.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the "exit price") in an orderly transaction between market participants at the measurement date. We classify our investments based upon an established fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2 Quoted prices in markets that are not considered to be active or financial instruments without quoted market prices, but for which all significant inputs are observable, either directly or indirectly;

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

		December 31, 2013		December 31, 2012	
Balance Sheet Classification		**Investments**	**Net Intangible Assets**	**Investments**	**Net Intangible Assets**
	Level 1	$ -	$ -	$ -	$ -
Short-term investments *	Level 2	2,142	-	2,129	-
	Level 3	-	-	-	-
		$ 2,142	$ -	$ 2,129	$ -
	Level 1	$ -	$ -	$ -	$ -
Long-term investments *	Level 2	-	-	60	-
	Level 3	-	-	-	-
		$ -	$ -	$ 60	$ -
	Level 1	$ -	$ -	$ -	$ -
	Level 2	-	-	-	-
Distribution rights and Technology license **	Level 3	-	-	-	510
		$ -	$ -	$ -	$ 510

* Recurring fair value measurement
** Non- recurring fair value measurement

At December 31, 2013 and December 31, 2012, investments in U.S. municipal bond funds, totaling approximately $2,142,000 and $2,129,000, respectively, are classified as short-term investments on the consolidated balance sheets. These investments are considered available-for-sale securities and are reported at fair value based on the net asset value as reported by the fund manager, which qualifies as level 2 in the fair value hierarchy.

At December 31, 2013 and December 31, 2012, investments in marketable securities totaling zero and $60,000 are classified as long-term investments on the condensed consolidated balance sheet. In December 2013, the securities, classified as long-term investments, ceased trading in an active market. These investments are considered available-for-sale securities and are reported at fair value based on the most recent available trading price adjusted for lack of liquidity, which qualifies as level 2 in the fair value hierarchy. Prior to December 2012, they qualified as level 1. The unrealized gains and losses on available-for-sale securities are recorded in other comprehensive loss. Realized gains and losses are included in interest income, net.

During the second quarter of 2013, the Company determined that the remaining net book value of its technology license and distribution rights from Pure Energy was fully impaired. The Company has no ability to utilize the technology related to the battery line, nor an immediate alternative manufacturing or supply capability, making it doubtful that the Company will be able to continue the product line associated with these rights.

(4) Investments

Short-term

The Company has determined that all of its investments in short-term marketable securities should be classified as available-for-sale and reported at fair value.

The Company assesses its investments in marketable securities for other-than-temporary declines in value by considering various factors that include, among other things, any events that may affect the creditworthiness of a security's issuer, the length of time the security has been in a loss position, and the Company's ability and intent to hold the security until a forecasted recovery of fair value.

The Company did not sell securities during the year ended December 31, 2013 and generated net proceeds of $ 2,779,000 and realized a loss of $2,000 in the sale of such securities for the year ended December 31, 2012.

As of December 31, 2013 and 2012, the amortized cost basis, unrealized holding gains, unrealized holding losses, and aggregate fair value by short-term major security type investments were as follows (dollars in thousands):

	December 31, 2013			December 31, 2012		
	Amortized Cost	Net Unrealized Holding Gains	Aggregate Fair Value	Amortized Cost	Net Unrealized Holding Gains (Losses)	Aggregate Fair Value
U.S. municipal funds	2,129	13	2,142	2,110	19	2,129
	$ 2,129	$ 13	$ 2,142	$ 2,110	$ 19	$ 2,129

Long-term

In June 2011, the Company made an investment in Pure Energy Visions Corporation, which is a stockholder in Pure Energy Solutions, the Company's supplier of rechargeable batteries, in which the Company received 2,142,858 shares of Pure Energy Visions common stock at a price per share equal to $0.286, and an interest-free convertible secured debenture having a one-year repayment term that converts into an additional 2,142,858 shares of Pure Energy Visions common stock in lieu of repayment either upon the achievement of certain business goals or earlier at iGo's discretion. The Company did not obtain control of Pure Energy Visions as a result of this investment.

The Company assesses its long-term investments for other-than-temporary declines in value by considering various factors that include, among other things, events that may affect the creditworthiness of a security's issuer, the length of time the security has been in a loss position, and the Company's ability and intent to hold the security until a forecasted recovery of fair value.

At December 31, 2012, the Company's investment in Pure Energy Visions had a fair value significantly below its amortized cost. Due to the duration the security had been in a loss position and the probability that its value would not recover, the Company considered the value of the long-term investments to be other-than-temporarily impaired. During 2012, the Company recognized total other-than-temporary impairment charges of $1,166,000 related to these securities.

During 2013, the Company concluded that the remaining unrealized losses on the value of the long-term investments were other-than-temporary and, therefore, recorded impairment charges of $60,000 related to these securities to reflect the amortized cost of the securities at fair value of zero at December 31, 2013.

As of December 31, 2013 and 2012, the amortized cost basis, unrealized holding losses, and aggregate fair value by long-term major security-type investments were as follows (dollars in thousands):

	December 31, 2013			December 31, 2012		
	Amortized Cost	Net Unrealized Holding Losses	Aggregate Fair Value	Amortized Cost	Net Unrealized Holding Losses	Aggregate Fair Value
Canadian corporate securites:						
Common Stock	$ -*	$ -	$ -	$ 30*	$ -	$ 30
Corporate debenture	-*	-	-	30*	-	$ 30
	$ -	$ -	$ -	$ 60	$ -	$ 60

* Reflects amortized cost adjusted to fair value at December 31, 2013 and December 31, 2012, respectively, as the Company concluded the unrealized holdings losses on these securities represented other-than-temporary declines in fair value.

(5) Goodwill

Goodwill is as follows (amounts in thousands):

	Adapt	Aerial7	Total
Reported balance at January 1, 2012	-	285	285
Impairment	-	(285)	(285)
Reported balance at December 31 ,2012	-	-	-
Reported balance at December 31 ,2013	-	-	-

As of October 1, 2012, due to lower-than-anticipated sales of audio products, the Company determined that there was an indication that its recorded goodwill associated with its acquisition of Aerial7 might be fully impaired. Accordingly, the Company performed an impairment analysis utilizing both a discounted future cash flows approach and a market comparable approach and determined that the goodwill associated with Aerial7 was fully impaired. As a result, during the quarter ended December 31, 2012, the Company recorded a goodwill impairment charge of $285,000. This impairment charge is included in the consolidated statements of operations under the caption “Asset impairment.”

(6) Property and Equipment

Property and equipment consists of the following (dollars in thousands):

	December 31,	
	2013	2012
Furniture and fixtures	$ 137	$ 492
Store, warehouse and related equipment	-	500
Computer equipment	2,097	3,209
Tooling	324	2,894
Leasehold Improvement	546	546
	3,104	7,641
Less accumulated depreciation and amortization	(2,971)	(7,196)
Property and equipment, net	$ 133	$ 445

Aggregate depreciation and amortization expense for property and equipment totaled $288,000 and $421,000 for the years ended December 31, 2013 and 2012, respectively.

(7) Intangible Assets

Intangible assets consist of the following at December 31, 2013 and 2012 (dollars in thousands):

		December 31, 2013			December 31, 2012		
	Average Life (Years)	Gross Intangible Assets	Accumulated Amortization	Net Intangible Assets	Gross Intangible Assets	Accumulated Amortization	Net Intangible Assets
Intangible assets:							
Patents and trademarks	3	$ 4,183	$ (4,034)	$ 149	$ 4,075	$ (3,584)	$ 491
Trade names	8	442	(442)	-	442	(442)	-
Distribution rights	5	-*	-	-	375	(144)	231
Technology license	10	-*	-	-	331	(52)	279
Total intangible assets		$ 4,625	$ (4,476)	$ 149	$ 5,223	$ (4,222)	$ 1,001

* Reflects intangible assets adjusted to fair value as at December 31, 2013, as the company concluded, during the third quarter of 2013, the intangible assets associated with its investment in Pure Energy Vision were fully impaired.

In February 2011, the Company entered into marketing, distribution and licensing agreements with Pure Energy Solutions, a manufacturer of rechargeable alkaline batteries. The Company also simultaneously entered into an agreement with Premier Tech Home & Garden to take over its current distribution rights for Pure Energy batteries in Canada. The corresponding value of these distribution rights are reflected in the table above under the caption "Distribution rights."

In June 2011, the Company made an investment in Pure Energy Visions Corporation, which is a stockholder in Pure Energy Solutions, in which the Company received a license to utilize rechargeable alkaline battery technology. The corresponding value of this license is reflected in the table above under the caption "Technology license."

As of October 1, 2012, as a result of lower-than-anticipated sales of audio products, the Company determined that its recorded intangible assets associated with its acquisition of Aerial7 might be impaired. Accordingly, the Company performed an impairment analysis utilizing an undiscounted future cash flows approach and determined that the intangible assets associated with Aerial7 were fully impaired. As a result, during the quarter ended December 31, 2012, the Company recorded an intangible asset impairment charge of $1,158,000, which was net of accumulated amortization of $1,002,000. This impairment charge is included in the consolidated statements of operations under the caption "Asset impairment."

In June 2013, the Company determined that its investment in Pure Energy Visions was fully impaired and, accordingly, recorded an impairment charge of the remaining net book value of its technology license and distribution rights from Pure Energy, which was recorded at approximately $456,000 on the Company's balance sheet. The Company has no ability to utilize the technology related to the battery line, nor an immediate alternative manufacturing or supply capability, making it doubtful that the Company will be able to continue the product line associated with these rights.

Aggregate amortization expense for identifiable intangible assets totaled $504,000 and $1,253,000 for the years ended December 31, 2013 and 2012, respectively. Estimated amortization expense for each of the five succeeding years ended December 31 is as follows (dollars in thousands):

Year	Amortization Expense
2014	149
2015	-
2016	-
2017	-
2018	-

(8) Lease Commitments

The Company has entered into various non-cancelable operating lease agreements for its office facilities and office equipment, which expire in 2014. Existing facility leases require monthly rents plus payment of property taxes, normal maintenance and insurance on facilities. Rental expense for the operating leases was $483,000 and $558,000 during the years ended 2013 and 2012, respectively.

A summary of the minimum future lease payments for the years ending December 31 follows (dollars in thousands):

2014	83
2015	-
2016	-
2017	-
2018	-
Thereafter	-
	$ 83

(9) Income Taxes

The provision for income taxes includes income taxes currently payable and those deferred due to temporary differences between the financial statement and tax bases of assets and liabilities that will result in taxable or deductible amounts in the future. The Company recorded no provision for income taxes for the years ended December 31, 2013 and 2012.

The provision for income taxes differed from the amounts computed by applying the statutory U.S. federal income tax rate of 34% in 2013 and 2012 to income (loss) before income taxes as a result of the following (dollars in thousands):

	Years Ended December 31, 2013	2012
Expected tax at federal statutory rate	$ (4,273)	$ (4,028)
State income taxes	(267)	-
Non-deductible goodwill and other intangibles	-	97
Meals, entertainment and other non-deductible expenses	-	7
Foreign loss not benefitted	117	174
Stock options	358	501
State NOL true-up	43	1,023
Other	(106)	(90)
Change in deferred tax valuation allowance	4,128	2,316
Income tax (benefit)	$ -	$ -

With the exception of 2005, 2006 and 2009, the Company has generated net operating losses for income tax reporting purposes since inception. At December 31, 2013, the Company had net operating loss carry-forwards for federal and state income tax purposes of approximately $184,017,000 and $41,470,000, respectively, and approximately $5,411,000 for foreign income tax purposes which, subject to possible annual limitations, are available to offset future taxable income, if any. The federal and state net operating loss carry-forwards expire between 2018 and 2033 and 2014 and 2033, respectively. The foreign net operating losses may be carried forward indefinitely for utilization against income from the same operating trade.

The temporary differences that give rise to deferred tax assets and liabilities at December 31, 2013 and 2012 are as follows (dollars in thousands):

	December 31,	
	2013	2012
Deferred tax assets:		
Net operating loss carryforward for federal income taxes	$ 62,280	$ 58,781
Net operating loss carryforward for foreign income taxes	1,245	1,251
Net operating loss carryforward for state income taxes	2,244	2,040
Depreciation and amortization	1,431	1,250
Stock based compensation	-	158
Accrued liabilities	511	154
Reserves	136	190
Bad debts	177	130
Tax credits	372	372
Inventory obsolescence	622	564
Total gross deferred tax assets	69,018	64,890
Deferred tax liabilities	-	-
Net deferred tax assets	69,018	64,890
Less valuation allowance	(69,018)	(64,890)
Net deferred tax assets	$ -	$ -

The valuation allowance for deferred tax assets as of December 31, 2013 and 2012 was $69,018,000 and $64,890,000, respectively. The change in the total valuation allowance for the year ended December 31, 2013 was an increase of $4,128,000. Our deferred tax assets do not include $839,000 of net operating loss benefits that, if realized, would result in an increase to additional paid-in capital of $306,000.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in assessing the valuation allowance. Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, management currently believes it is more likely than not that the Company will not realize the benefits of these deductible differences.

In addition, due to changes in ownership resulting from the frequency of equity transactions and acquisitions by the Company, it is possible the use of the Company's remaining net operating loss carry-forward may be limited in accordance with Section 382 of the Internal Revenue Code.

The Company files income tax returns in the U.S. federal jurisdiction, and various state and foreign jurisdictions. As a result of its historical net operating losses, the statute of limitations in the U.S. and various state jurisdictions remains open for each tax year since 1998, with the exception of 2005 and 2006. The statute of limitations in the foreign jurisdictions remains open for tax years after 2007.

Uncertain Tax Positions

The Company is required to recognize in the financial statements the impact of a tax position, if that position is not more likely than not of being sustained upon examination, based on the technical merits of the position. It is the Company's policy to recognize interest and penalties related to uncertain tax positions in general and administrative expense.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (dollars in thousands):

	December 31, 2013	December 31, 2012
Gross unrecognized tax benefits, beginning of year	248	248
Additions based on tax positions related to the current year	-	-
Additions/Subtractions for tax positions of prior years	-	-
Reductions for settlements and payments	-	-
Reductions due to statute expiration	-	-
Gross unrecognized tax benefits, end of year	$ 248	$ 248

Included in the balance of gross unrecognized tax benefits at December 31, 2013 is $248,000 of tax positions for which ultimate tax benefit is uncertain. These amounts consist of various credits. Because of the permanent nature of these items the disallowance would normally impact the effective tax rate. No interest or penalty has been accrued or included related to the table amounts shown above.

There are no positions the Company reasonably anticipates will significantly increase or decrease within 12 months of the reporting date.

(10) Stockholders' Equity

Holders of shares of common stock are entitled to one vote per share on all matters submitted to a vote of the Company's stockholders. There is no right to cumulative voting for the election of directors. Holders of shares of common stock are entitled to receive dividends, if and when declared by the board of directors out of funds legally available therefore, after payment of dividends required to be paid on any outstanding shares of preferred stock. Upon liquidation, holders of shares of common stock are entitled to share ratably in all assets remaining after payment of liabilities, subject to the liquidation preferences of any outstanding shares of preferred stock. Holders of shares of common stock have no conversion, redemption or preemptive rights.

(11) Employee Benefit Plans

(a) Retirement Plan

The Company has a defined contribution 401(k) plan for all employees. Under the 401(k) plan, employees are permitted to make contributions to the plan in accordance with IRS regulations. The Company may make discretionary contributions as approved by the Board of Directors. The Company contributed $13,000 and $134,000 during 2013 and 2012, respectively.

(b) Restricted Stock Units

During 2004, the Company adopted the Omnibus Long-Term Incentive Plan (the “Omnibus Plan”) and the Non-Employee Directors Plan (the “Directors Plan”). During 2011, the Company’s stockholders approved an amendment to the Omnibus Plan to increase the number of shares available for grant by 250,000, as adjusted for the 1-for-12 reverse stock split. Under the Omnibus Plan, the Company may grant up to 445,833 stock options, stock appreciation rights, restricted stock awards, performance awards, and other stock awards, as adjusted for the 1-for-12 reverse stock split. Under the Directors Plan, the Company may grant up to 33,333 stock options, stock appreciation rights, restricted stock awards, performance awards, and other stock awards, as adjusted for the 1-for-12 reverse stock split.

Under the Directors Plan and the Omnibus Plan, the Company has awarded Restricted Stock Units (“RSUs”). Unearned compensation is measured at fair market value on the date of grant and recognized as compensation expense over the period in which the RSUs vest. All RSUs awarded to employees under the Omnibus Plan vest ratably over three or four years, depending on the terms of each individual award or, on a pro rata basis, upon the employee’s death, disability or termination without cause or, in full, upon a change in control of the Company. RSUs awarded to board members upon their election or re-election to the board under the Directors Plan vest 100% upon the three-year anniversary of the grant date. RSUs awarded to board members upon their election or re-election to the board under the Omnibus Plan vest ratably over three years. RSUs awarded to board members upon their appointment as board chairman or to a board committee vest 100% upon the anniversary of the grant date. All RSUs awarded to board members may vest earlier, on a pro rata basis, upon the director’s death, disability, or retirement or, in full, upon a change in control of the Company.

On June 11, 2007, pursuant to the terms of the employment agreement dated May 1, 2007 by and between the Company and Michael D. Heil, Mr. Heil was awarded 83,333, as adjusted for the 1-for-12 reverse stock split, RSUs outside of the Company's 2004 Directors Plan and 2004 Omnibus Plan as an inducement award without stockholder approval pursuant to NASDAQ Marketplace Rule 5635(c)(4). Pursuant to the terms of Mr. Heil's agreement, 41,667 of the RSUs vested in increments of 10,417 shares per year effective on June 11, 2008, June 11, 2009, June 11, 2010 and June 11, 2011. On March 19, 2008, the vesting terms for the remaining 41,667 RSUs, as adjusted for the 1-for-12 reverse stock split, granted to Mr. Heil were amended to provide time-based vesting, pursuant to which 10,417 shares vested on each of March 19, 2009, March 19, 2010, March 19, 2011, and March 19, 2012.

As part of the acquisition of Adapt, on August 6, 2010, the Company entered into three one-year employment agreements with the three founders and key employees of Adapt. Each of these key employees received grants of 16,667 RSUs, as adjusted for the 1-for-12 reverse stock split, outside of the Company's 2004 Directors Plan and 2004 Omnibus Plan as an inducement award without stockholder approval pursuant to NASDAQ Marketplace Rule 5635(c)(4) that vested 33% on August 6, 2011, and 33% on August 6, 2012. The remaining 34% vested on August 6, 2013.

As part of the acquisition of Aerial7, on October 7, 2010, the Company entered into employment agreements with a three year term with the three founders and key employees of Aerial7. Each of these three key employees received grants of 12,500 RSUs, as adjusted for the 1-for-12 reverse stock split, outside of the Company's 2004 Directors Plan and 2004 Omnibus Plan as an inducement award without stockholder approval pursuant to NASDAQ Marketplace Rule 5635(c)(4). Each of these RSU grants vest in equal annual installments of 4,167 RSUs, with the first vesting event occurring on October 7, 2011, the second vesting event occurring on October 7, 2012 and the remaining vesting event scheduled to occur on October 7, 2013. On January 15, 2013, one of the three key employees departed the Company, resulting in the acceleration of a pro-rata portion of the RSUs that were unvested at the time of his departure. On August 23, 2013, the remaining key employees departed the Company, resulting in the acceleration of their remaining RSUs that were unvested at the time of their departures.

In connection with the tender offer by Steel Excel Inc. ("Steel") to acquire up to 1,316,866 of the outstanding shares of the Company's common stock, representing a 44.7% ownership position in the Company on a fully-diluted basis, at a price of $3.95 per share (the "Offer"), the Company's Board of Directors (the "Board") approved the conditional acceleration of full vesting of outstanding RSUs upon the commencement of the Offer. Accordingly, upon the consummation of the Offer, $255,000 unrecognized compensation cost related to stock options and RSUs was recognized on August 23, 2013. The Company determined that there was no additional incremental value to recognize as compensation expense as a result of this award modification.

The following table summarizes information regarding restricted stock unit activity for the years ended December 31, 2012, as adjusted for the 1-for-12 reverse stock split, and December 31, 2013:

	Directors Plan		**Omnibus Plan**		**Inducement Grants**	
	Number	**Weighted Average Value per Share**	**Number**	**Weighted Average Value per Share**	**Number**	**Weighted Average Value per Share**
Outstanding, January 1, 2012	-	-	78,346	30.12	68,750	22.56
Granted	-	-	24,611	4.64	-	-
Canceled	-	-	(10,448)	34.49	-	-
Released to common stock	-	-	(54,222)	17.50	(30,903)	20.16
Released for settlement of taxes	-	-	(8,233)	27.55	(8,681)	20.16
Outstanding, December 31, 2012	-	-	30,054	31.20	29,166	25.80
Granted	-	-	-	-	-	-
Canceled	-	-	(5,792)	30.38	(5,116)	23.28
Released to common stock	-	-	(19,502)	30.61	(23,593)	21.62
Released for settlement of taxes	-	-	(4,760)	33.38	(457)	21.62
Outstanding, December 31, 2013	-	$ -	-	$ -	-	$ -

For the years ended December 31, 2013 and 2012, the Company recorded in general and administrative expense pre-tax charges of $758,000 and $1,534,000 associated with the expensing of restricted stock unit and option activity.

As of December 31, 2013, all RSUs were vested and all compensation expense recognized.

(c) Stock Options

In 1996, the Company adopted the Incentive Stock Option Plan (the "1996 Plan"). The 1996 Plan terminated on April 30, 2008. The options under the 1996 Plan and the Omnibus Plan were granted at the fair market value of the Company's stock at the date of grant as determined by the Company's Board of Directors. Options become exercisable over varying periods up to 3.5 years and expire at the earlier of termination of employment or up to six years after the date of grant. At December 31, 2013, there were no shares available for grant under the 1996 Plan and Director Plan and 232,832 shares available under the Omnibus Plan, as adjusted for the 1-for-12 reverse stock split.

The Company did not grant any stock options during the year ended December 31, 2013. The Company granted 153,333 stock options during the year ended December 31, 2012, as adjusted for the 1-for-12 reverse stock split.

Upon the consummation of the Offer, referenced in Note 11(b) above, $219,000 unrecognized compensation cost related to stock options was recognized on August 23, 2013. The Company determined that there was no additional incremental value to recognize as compensation expense as a result of this award modification.

The following table summarizes information regarding stock option activity for the years ended December 31, 2012, as adjusted for the 1-for-12 reverse stock split, and December 31, 2013:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value (In Thousands)
Outstanding, January 1, 2011	-	$ -	-	-
Granted	-	$ -	-	-
Canceled	-	$ -	-	-
Exercised	-	$ -	-	-
Outstanding, January 1, 2012	-	$ -	-	-
Granted	153,333	$ 9.00	9.29	-
Canceled	(65,833)	$ 9.00	9.29	-
Exercised	-	$ -		-
Outstanding December 31, 2012	87,500	$ 9.00	9.27	-
Granted	-	$ -	-	-
Canceled	(70,833)	$ 9.00	-	-
Exercised	-	$ -		-
Outstanding, December 31, 2013	16,667	$ 9.00	8.29	-
Exercisable at December 31, 2013	16,667	$ 9.00	8.29	-

As of December 31, 2013, there was no unrecognized compensation cost related to non-vested stock options.

The aggregate intrinsic value of stock options exercised during the years ended December 31, 2013 and December 31, 2012 was zero.

The Company did not grant any stock options during the years ended December 31, 2013. The weighted average fair value of options granted in the year ended December 31, 2012 was $0.51. The fair value of the stock options was determined using the Black-Scholes option valuation model, which relied on the following key assumptions with respect to the options granted during the respective periods:

	Year Ended December 31, 2012
Weighted average risk-free interest rate	1.21%
Expected life of the options (in years)	6.41
Expected stock price volatility	76.01%
Expected dividend yield	-

The Black-Scholes option valuation model was developed for use in estimating the fair value of traded options that have no vesting restrictions and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions, including the expected stock price volatility. The risk-free interest rate is based on the U.S. Treasury security rate in effect as of the date of grant. The expected term of the options and stock price volatility are based on historical data of the Company.

(d) Preferred Stock and Dividends

On June 20, 2013, the Company entered into an Amended and Restated Rights Agreement with its transfer agent, which amended and restated the Company's previous Rights Agreement dated as of June 11, 2003, as amended, scheduled to expire on June 23, 2013. In connection with the Company's entering into the Amended and Restated Rights Agreement, the Board declared a dividend of one preferred share purchase right (a " Right" and collectively, the "Rights") for each outstanding share of common stock, par value $0.01 per share, of the Company to stockholders of record at the close of business on June 30, 2013.

The Rights granted under the Amended and Restated Rights Agreement are intended to establish a deterrent to any person acquiring 4.9% or more of the outstanding shares of the Company's common stock, or any existing 4.9% or greater holder from acquiring any additional shares representing 1.0% or more of the then outstanding common stock, in each case, without the approval of the Board, in an effort to preserve the Company's net operating losses and other similar tax attributes against potential limitations presented by stock ownership changes.

Each Right entitles the registered holder to purchase from the Company one one-thousandth of a share of Series H Junior Participating Preferred Stock ("Preferred Stock"), par value $0.01 per share, of the Company's preferred stock at a price of $6.75 per one one-thousandth of a share. The Rights become exercisable only, however, after any person acquires, or announces intention to acquire via a tender or exchange offer, 4.9% or more of the Company's outstanding shares of common stock. Prior to such time, the Board may redeem the Rights in whole, but not in part, at a redemption price of $0.01 per Right payable in cash, shares of the Company's common stock or another form of consideration at the option of the Company. Immediately upon the redemption of any Rights, the holder's right to exercise such Rights will terminate and the holder will be entitled only to receive the redemption price.

Until a Right is exercised or exchanged, the holder thereof, as such, will have no additional rights as a stockholder of the Company, including, without limitation, the right to vote or to receive dividends.

Shares of Preferred Stock issued upon exercise of the Rights will not be redeemable. Each share of Preferred Stock will be entitled, when, as and if declared, to a minimum preferential quarterly dividend payment of the greater of (a) $10 per share, and (b) an amount equal to 1,000 times the dividend declared per share of common stock. In the event of liquidation, dissolution or winding up of the Company, the holders of the Preferred Stock will be entitled to a minimum preferential payment of the greater of (a) $1,000 per share (plus any accrued but unpaid dividends), and (b) an amount equal to 1,000 times the payment made per share of common stock. Each share of Preferred Stock will have 1,000 votes, voting together with the common stock. Finally, in the event of any merger, consolidation or other transaction in which outstanding shares of common stock are converted or exchanged, each share of Preferred Stock will be entitled to receive 1,000 times the amount received per share of common stock. These rights are protected by customary anti-dilution provisions.

At December 31, 2013 and December 31, 2012, 15,000,000 shares of Preferred Stock were authorized. There were no shares of Preferred Stock issued and outstanding at December 31, 2013 and December 31, 2012.

(12) Net Income (Loss) per Share

The computation of basic and diluted net income (loss) per share (EPS) follows (in thousands, except per share amounts), for the years ended December 31, 2013 and December 31, 2012, as adjusted for the 1-for-12 reverse stock split:

	Years Ended December 31, 2013	2012
Basic net loss per share computation:		
Numerator:		
Net loss	$ (12,566)	$ (12,024)
Denominator:		
Weighted average number of common shares outstanding	2,921	2,852
Basic net loss per share	$ (4.30)	$ (4.22)
Diluted net loss per share computation:		
Numerator:		
Net loss	$ (12,566)	$ (12,024)
Denominator:		
Weighted average number of common shares outstanding	2,921	2,852
Effect of dilutive stock options, warrants, and restricted stock units	-	-
	2,921	2,852
Diluted net loss per share	$ (4.30)	$ (4.22)
Stock options not included in dilutive net loss per share since anti-dilutive	17	148
Warrants not included in dilutive net loss per share since anti-dilutive	-	0.4

(13) Product Lines, Concentration of Credit Risk and Significant Customers

The Company is engaged in the business of selling accessories for computers and mobile electronic devices. The Company has four product lines, consisting of Power, Protection, Audio, and Other Accessories. The Company's chief operating decision maker ("CODM") continues to evaluate revenues and gross profits based on product lines, routes to market and geographies. As a result of the Company directing its focus primarily toward power products, it is not expected that Protection, Audio, or Other Accessories will provide a significant contribution to revenue in the future.

The following tables summarize the Company's revenues by product line, as well as its revenues by geography and the percentages of revenue by route to market (dollars in thousands):

	Revenue by Product Line Years Ended December 31, 2013	2012
Power	$ 13,795	$ 24,174
Batteries	1,023	2,230
Audio	1,762	2,297
Protection	230	693
Other Accessories	118	482
Total revenues	$ 16,928	$ 29,876

	Revenue by Geography Years Ended December 31, 2013	2012
North America	$ 13,079	$ 24,372
Europe	2,815	4,537
Asia Pacific	1,034	967
Total revenues	$ 16,928	$ 29,876

	% Revenue by Route to Market Years Ended December 31, 2013	2012
Retailers and distributors	97%	89%
OEM and private-label-resellers	2%	5%
Other	1%	6%
	100%	100%

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and trade accounts receivable. The Company places its cash with high credit quality financial institutions and generally limits the amount of credit exposure to the amount of FDIC coverage. However, periodically during the year, the Company maintains cash in financial institutions in excess of the current FDIC insurance coverage limit of $250,000. The Company performs ongoing credit evaluations of its customers' financial condition but does not typically require collateral to support customer receivables. The Company establishes an allowance for doubtful accounts based upon factors surrounding the credit risk of specific customers, historical trends and other information.

One customer, WalMart, accounted for 44% of net sales for the year ended December 31, 2013. Three customers accounted for 28%, 13% and 6% of net sales for the year ended December 31, 2012.

Three customers' accounts receivable balance accounted for 71%, 15% and 12% of net accounts receivable at December 31, 2013.

Three customers' accounts receivable balance accounted for 24%, 11% and 8% of net accounts receivable at December 31, 2012.

Allowance for doubtful accounts was $486,000 and $362,000 at December 31, 2013 and December 31, 2012, respectively. Allowance for sales returns and price protection was $265,000 and $508,000 at December 31, 2013 and December 31, 2012, respectively.

(14) Contingencies

The Company procures its products primarily from supply sources based in Asia. Typically, the Company places purchase orders for completed products and takes ownership of the finished inventory upon completion and delivery from its supplier. Occasionally, the Company presents its suppliers with "Letters of Authorization' for the suppliers to procure long-lead raw components to be used in the manufacture of the Company's products. These Letters of Authorization indicate the Company's commitment to utilize the long-lead raw components in production. As of June 30, 2007, based on a change in strategic direction, the Company determined it would not procure certain products for which it had outstanding Letters of Authorization with suppliers. The Company believed it was probable that it would be required to pay suppliers for certain Letter of Authorization commitments and has now settled these obligations. At December 31, 2013, the Company had no contingencies. At December 31, 2012, the Company had estimated and accrued a liability for this contingency in the amount of $80,000.

From time to time, the Company is involved in legal proceedings arising in the ordinary course of its business. The Company is not currently a party to any litigation that the Company believes, if determined adversely to it, would have a material adverse effect on its financial condition, results of operations, or cash flows.

(15) Related Party Transactions

On August 23, 2013 Steel Excel, Inc. completed its previously announced tender offer to acquire up to 1,316,866 of the outstanding shares of the Company's common stock, representing a 44.7% ownership position in the Company on a fully-diluted basis, at a price of $3.95 per share. The Offer was made pursuant to that Stock Purchase and Sale Agreement, dated as of July 11, 2013 (the "Sale Agreement"), which, together with the transactions contemplated thereby, was unanimously approved by the Board on July 1, 2013.

In accordance with the Sale Agreement, the Company reimbursed Steel for all reasonable costs and expenses incurred by Steel in connection with the consummation of the transaction, including such fees and expenses incurred for legal and accounting services. The total reimbursement of $333,000 is included in General and Administrative expenses in the Consolidated Statements of Comprehensive Loss for the year ended December 31, 2013, and also on the face of the Consolidated Balance Sheets within the Accounts Payable caption.

On October 10, 2013, the Company entered into a Management Services Agreement (the "Management Services Agreement") with SP Corporate Services LLC ("SP Corporate"), effective as of October 1, 2013. SP Corporate is an indirect wholly owned subsidiary of Steel Partners Holdings L.P. ("Steel Holdings"). Steel Holdings is deemed to have shared power to vote and dispose of the securities held by the Company's largest stockholder, Steel, which was the direct owner of 1,316,866 shares of the Company's common stock as of October 1, 2013, representing approximately 44.7% of the Company's outstanding shares.

The Management Services Agreement provides that the Company will pay SP Corporate a fixed annual fee of $372,000 for (a) the Executive Services (as defined in the Management Services Agreement), including, without limitation, services of an interim President, Chief Executive Officer, Chief Financial Officer and Secretary of the Company and other executive services provided by SP Corporate under the Management Services Agreement, and (b) the Corporate Services (as defined in the Management Services Agreement), including, without limitation, legal, tax, accounting, treasury, consulting, auditing, administrative, compliance, environmental health and safety, human resources, marketing, investor relations and other similar services rendered for the Company or its subsidiaries. The Company paid $124,000 to SP Corporate during the year ended December 31, 2013 for services received during 2013 as provided by the Management Services Agreement.

Item 9. ***Changes in and Disagreements With Accountants on Accounting and Financial Disclosure***

None.

Item 9A. ***Controls and Procedures***

Based on an evaluation as of December 31, 2013, our Principal Executive Officer and Principal Financial Officer has concluded that our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, were effective as of the end of the period covered by this report to ensure that the information required to be disclosed by us in reports we file or submit under the Exchange Act was recorded, processed, summarized and reported within the time periods specified in the SEC's rules and instructions for Form 10-K. Our disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our Principal Executive Officer and Principal Financial Officer, to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control over Financial Reporting

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting as defined by Rules13a-15(f) and 15d-15(f) under the Exchange Act. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2013. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control-Integrated Framework 1992* . Based on our assessment of those criteria, and with the participation of the Principal Executive Officer and Principal Financial Officer, management has concluded that the Company maintained effective internal control over financial reporting as of December 31, 2013.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting (as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) during the quarter ended December 31, 2013 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. ***Other Information***

Reverse Stock Split

Effective January 28, 2013, the Company amended its Certificate of Incorporation to effect a reverse stock split of common stock at a ratio of 1-for-12.

Rule 10b5-1 Trading Plans

We have a policy governing transactions in our securities by directors, officers, employees and others which permits these individuals to enter into trading plans complying with Rule 10b5-l under the Securities Exchange Act of 1934, as amended. Generally, under these trading plans, the individual relinquishes control over the transactions once the trading plan is put into place. Accordingly, sales under these plans may occur at any time, including possibly before, simultaneously with, or immediately after significant events involving the Company.

We anticipate that, as permitted by Rule 10b5-l and our policy governing transactions in our securities, some or all of our directors, officers and employees may establish or terminate trading plans in the future. We intend to disclose the names of executive officers and directors who establish or terminate a trading plan in compliance with Rule 10b5-l and the requirements of our policy governing transactions in our securities in our future quarterly and annual reports on Form 10-Q and 10-K filed with the Securities and Exchange Commission. We undertake no obligation, however, to update or revise the information provided herein, including for revision or termination of an established trading plan, other than in such quarterly and annual reports.

PART III

Item 10. ***Directors, Executive Officers, and Corporate Governance***

The information required by this Item 10 is incorporated by reference to our definitive proxy statement for the 2014 Annual Meeting of Stockholders filed by us with the Securities and Exchange Commission within 120 days following year end. If such definitive proxy statement is not filed within 120 days following year end, we will file an amendment to this Annual Report on Form 10-K to provide the additional information required by this Item 10 within 120 days following year end.

We have adopted a Code of Business Conduct and Ethics (the "Code") that applies to all of our directors, officers and employees (including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions), and meets the requirements of the SEC rules promulgated under Section 406 of the Sarbanes-Oxley Act of 2002. Our Code is available on our website at www.igo.com and copies are available to stockholders without charge upon written request to our Secretary at the Company's principal address. Any substantive amendment to the Code or any waiver of a provision of the Code granted to our principal executive officer and principal financial officer, principal accounting officer or controller, or persons performing similar functions, will be posted on our website at www.igo.com within five business days (and retained on the Web site for at least one year).

Item 11. ***Executive Compensation***

The information required by this Item 11 is incorporated by reference to our definitive proxy statement for the 2014 Annual Meeting of Stockholders filed by us with the Securities and Exchange Commission within 120 days following year end. If such definitive proxy statement is not filed within 120 days following year end, we will file an amendment to this Annual Report on Form 10-K to provide the additional information required by this Item 11 within 120 days following year end.

Item 12. ***Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters***

The information required by this Item 12 is incorporated by reference to our definitive proxy statement for the 2014 Annual Meeting of Stockholders filed by us with the Securities and Exchange Commission within 120 days following year end. If such definitive proxy statement is not filed within 120 days following year end, we will file an amendment to this Annual Report on Form 10-K to provide the additional information required by this Item 12 within 120 days following year end.

Item 13. ***Certain Relationships and Related Transactions, and Director Independence***

The information required by this Item 13 is incorporated by reference to our definitive proxy statement for the 2014 Annual Meeting of Stockholders filed by us with the Securities and Exchange Commission within 120 days following year end. If such definitive proxy statement is not filed within 120 days following year end, we will file an amendment to this Annual Report on Form 10-K to provide the additional information required by this Item 13 within 120 days following year end.

Item 14. ***Principal Accounting Fees and Services***

The information required by this Item 14 is incorporated by reference to our definitive proxy statement for the 2014 Annual Meeting of Stockholders filed by us with the Securities and Exchange Commission within 120 days following year end. If such definitive proxy statement is not filed within 120 days following year end, we will file an amendment to this Annual Report on Form 10-K to provide the additional information required by this Item 14 within 120 days following year end.

PART IV

Item 15. ***Exhibits and Financial Statement Schedules***

(a) (1) (2) **Financial Statements**.

See the Index to Consolidated Financial Statements in Part II, Item 8. All financial statement schedules have been omitted because they are not applicable, or because the required information is either incorporated by reference or included in the consolidated financial statements or notes thereto included in this Form 10-K.

(3) **Exhibits**.

The Exhibit Index and required Exhibits immediately following the Signatures to this Form 10-K are filed as part of, or hereby incorporated by reference into, this Form 10-K, as required by Item 601 of Regulation S-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on March 20, 2014.

IGO, INC.

/s/ Terry R. Gibson

Terry R. Gibson
President and Chief Executive Officer
(Principal Executive Officer and Principal Financial Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Terry R. Gibson, his attorney-in-fact, with the full power of substitution, for such person, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might do or could do in person hereby ratifying and confirming all that each of said attorneys-in-fact and agents, or his substitute, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant in the capacities indicated on March 20, 2014.

SIGNATURES	TITLE
/s/ Terry R. Gibson Terry R. Gibson	President, Chief Executive Officer, Chief Financial Officer, and Member of the Board
/s/ Jack L Howard Jack L. Howard	Director and Chairman of the Board
/s/ Michael J. Larson Michael J. Larson	Director
/s/ Peter L. Ax Peter L. Ax	Director

EXHIBIT INDEX

Exhibit Number	Description of Document
2.1	Agreement and Plan of Merger dated October 7, 2010 by and among the Company, Mobility Assets, Inc., Aerial7 Industries, Inc. and Seth Egorin, as shareholders Agent (1)
2.2	Stock Purchase and Sale Agreement, dated July 11, 2013, by and between iGo, Inc. and Steel Excel Inc. (Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule will be furnished supplementally to the Securities and Exchange Commission upon request.) (32)
2.3	Tender and Voting Agreement, by and among Steel Excel Inc., iGo, Inc., (only with respect to Section 6 and Section 10 thereof and as a third party beneficiary of Section 4(f) thereof) and Adage Capital Partners, L.P. (Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule will be furnished supplementally to the Securities and Exchange Commission upon request.) (32)
3.1	Certificate of Incorporation of the Company (2)
3.2	Articles of Amendment to the Certificate of Incorporation of the Company dated as of June 17, 1997 (3)
3.3	Articles of Amendment to the Certificate of Incorporation of the Company dated as of September 10, 1997 (2)
3.4	Articles of Amendment to the Certificate of Incorporation of the Company dated as of July 20, 1998 (2)
3.5	Articles of Amendment to the Certificate of Incorporation of the Company dated as of February 3, 2000 (2)
3.6	Articles of Amendment to the Certificate of Incorporation of the Company dated as of March 31, 2000 (3)
3.7	Certificate of Ownership and Merger Merging iGo Merger Sub Inc. with and into Mobility Electronics, Inc. (5)
3.8	Certificate of Elimination of Series C, Series D, Series E, and Series F Preferred Stock of Mobility Electronics, Inc. (5)
3.9	Certificate of Amendment to the Certificate of Incorporation of the Company dated effective as of January 28, 2013 (30)
3.10	Fourth Amended and Restated Bylaws of the Company (6)
3.11	Certificate of Elimination of Series G Junior Participating Preferred Stock (31)
3.12	Certificate of Designation of Series H Junior Participating Preferred Stock (31)
4.1	Specimen of Common Stock Certificate (7)
4.2	Rights Agreement between the Company and Computershare Trust Company, dated June 11, 2003 (4)
4.3	Amendment No. 1 to Rights Agreement dated as of August 4, 2006, by and between the Company and Computershare Trust Company (8)
4.4	Amendment No. 2 to Rights Agreement dated as of October 11, 2006, by and between the Company and Computershare Trust Company (9)
4.5	Form of Warrant to Purchase Common Stock of the Company issued to Silicon Valley Bank on September 3, 2003 (10)
4.6	Amended and Restated Rights Agreement between the Company and Computershare Trust Company as Rights Agent (including as Exhibit A the form of Certificate of Designation of the Series H Junior Participating Preferred Stock, as Exhibit B the form of Rights Certificate, and as Exhibit C the Summary of Rights to Purchase Preferred Stock of iGo, Inc.) (31)
4.7	Amendment to Amended and Restated Rights Agreement, dated as of July 11, 2013 between the Company and Computershare Trust Company, N.A. (32)
10.1	Amended and Restated 1996 Long Term Incentive Plan, as amended on January 13, 2000 (2)+
10.2	Employee Stock Purchase Plan (11)+

Exhibit Number	Description of Document
10.3	2004 Omnibus Plan (12)+
10.4	Form of Indemnity Agreement executed between the Company and certain officers and directors (13)
10.5	Standard Multi-Tenant Office Lease by and between the Company and I.S. Capital, LLC, dated July 17, 2002 (14)
10.6	Amendment to Lease Agreement by and between the Company and I.S. Capital, LLC, dated February 1, 2003 (14)
10.7	Second Amendment to Lease Agreement by and between the Company and I.S. Capital, LLC, dated January 15, 2004 (14)
10.8	Third Amendment to Lease Agreement by and between the Company and Mountain Valley Community Church, effective as of October 6, 2004 (15)
10.9	Fifth Amendment to Lease Agreement between the Company and Mountain Valley Church, effective August 25, 2008 (16)
10.10	Form of Amended and Restated 2005 Omnibus Long-Term Incentive Plan Restricted Stock Unit Award Agreement (17)+
10.11	Amended and Restated Form of Non-Employee Director Long-Term Incentive Plan Restricted Stock Unit Award Agreement (Annual Committee Grants) (17)+
10.12	Amended and Restated Form of Non-Employee Director Long-Term Incentive Plan Restricted Stock Unit Award Agreement (Election / Re-Election Committee Grants) (17)+
10.13	Form of 2007 Omnibus Long-Term Incentive Plan Restricted Stock Unit Award Agreement (18)+
10.14	Form Change In Control Agreement executed between the Company and certain officers (19)+
10.15.1	Employment Agreement, dated May 1, 2007, by and between the Company and Michael D. Heil (20)+
10.15.2	Amendment #1 to Employment Agreement, dated effective as of April 10, 2012, by and between the Company and Michael D. Heil (26)+
10.15.3	Amendment #2 to Employment Agreement, dated effective as of April 19, 2012, by and between the Company and Michael D. Heil (27)+
10.16	Omnibus Long-Term Incentive Plan Restricted Stock Unit Award Agreement , dated June 11, 2007 (21)+
10.17	Omnibus Long-Term Incentive Plan Restricted Stock Unit Award Agreement , dated June 11, 2007 (21)+
10.18	Amendment No. 1 to Omnibus Long-Term Incentive Plan Restricted Stock Unit Award Agreement , dated March 19, 2008 (22)+
10.19	Form of Omnibus Long-Term Incentive Plan Restricted Stock Unit Award Agreement (22)+
10.20	First Amendment to the iGo, Inc. Omnibus Long Term Incentive Plan (23)+
10.21	Second Amendment to the iGo, Inc. Omnibus Long Term Incentive Plan (24)+
10.22	2011 Executive Bonus Plan (24)+
10.23	Form of Omnibus Long-Term Incentive Plan Restricted Stock Unit Award Agreement (25)+
10.24.1	Amended and Restated Employment Agreement, dated effective as of April 10, 2012, by and between the Company and Seth Egorin (26)+
10.24.2	Separation Agreement and General Release, dated effective as of January 15, 2013, by and between the Company and Seth Egorin (28)+
10.25	Amended and Restated Employment Agreement, dated effective as of April 10, 2012, by and between the Company and Phillip Johnson (26)+

Exhibit Number	Description of Document
10.26	Form of Grant Notice and Stock Option Agreement for U.S. Participants (26)+
10.27	2012 Executive Bonus Plan (26)+
10.28	Inventory Purchase and License Agreement, dated effective as of December 23, 2013, by and between the Company and Incipio Technologies, Inc. (Confidential portions omitted and filed separately with the U.S. Securities and Exchange Commission pursuant to Rule 406 and Rule 24b-2 promulgated under the Securities Exchange Act of 1934, as amended. Confidential treatment has been requested with respect to this omitted information.) *
10.29	Management Services Agreement, dated effective October 1, 2013, by and between the Company and SP Corporate Services, LLC (33)
16.1	Letter of KPMG LLP dated September 6, 2012 to the United States Securities and Exchange Commission (29)
21.1	Subsidiaries ● iGo Direct Corporation (Delaware) ● iGo EMEA Limited (United Kingdom) ● Mobility California, Inc. (Delaware) ● Mobility Idaho, Inc. (Delaware) ● Mobility Texas, Inc. (Texas) ● Aerial7 Industries, Inc. (Delaware) ● Adapt Mobile Limited (United Kingdom)
24.1	Power of Attorney (included on the signature page of this Annual Report on Form 10-K)*
31.1	Certification of Chief Executive Officer and Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
32.1	Certification of Chief Executive Officer and Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002*
101.INS**	XBRL Instance Document
101.SCH**	XBRL Taxonomy Extension Schema Document
101.CAL**	XBRL Taxonomy Extension Calculation Document
101.DEF**	XBRL Taxonomy Extension Definition Document
101.LAB**	XBRL Taxonomy Extension Labels Document
101.PRE**	XBRL Taxonomy Extension Presentation Document

*	Filed / Furnished herewith
**	Pursuant to applicable securities laws and regulations, we are deemed to have complied with the reporting obligation relating to the submission of interactive data files in such exhibits and are not subject to liability under any anti-fraud provisions of the federal securities laws as long as we have made a good faith attempt to comply with the submission requirements and promptly amend the interactive data files after becoming aware that the interactive data files fail to comply with the submission requirements. Users of this data are advised that, pursuant to Rule 406T, these interactive data files are deemed not filed and otherwise are not subject to liability.
+	Management or compensatory plan or agreement.
(1)	Previously filed as an exhibit to Current Report on Form 8-K filed on October 8, 2010.
(2)	Previously filed as an exhibit to Registration Statement No. 333-30264 dated February 11, 2000.
(3)	Previously filed as an exhibit to Amendment No. 2 to Registration Statement No. 333-30264 on Form S-1 dated May 4, 2000.
(4)	Previously filed as an exhibit to Current Report on Form 8-K filed on June 19, 2003.
(5)	Previously filed as an exhibit to Current Report on Form 8-K filed on May 21, 2008.

(6) Previously filed as an exhibit to Annual Report on Form 10-K for the year end December 31, 2008.
(7) Previously filed as an exhibit to Amendment No. 3 to Registration Statement No. 333-30264 on Form S-1 dated May 18, 2000.
(8) Previously filed as an exhibit to Current Report on Form 8-K filed on August 4, 2006.
(9) Previously filed as an exhibit to Current Report on Form 8-K filed on October 12, 2006.
(10) Previously filed as an exhibit to Form 10-Q for the quarter ended September 30, 2003.
(11) Previously filed as an exhibit to Registration Statement No. 333-69336 on Form S-8 filed on September 13, 2001.
(12) Previously filed in definitive proxy statement on Schedule 14A filed on April 15, 2004.
(13) Previously filed as an exhibit to Form 10-Q for the quarter ended September 30, 2001.
(14) Previously filed as an exhibit to Form 10-K for the period ended December 31, 2003.
(15) Previously filed as an exhibit to Form 10-Q for the quarter ended September 30, 2004.
(16) Previously filed as an exhibit to Form 10-Q for the quarter ended September 30, 2008.
(17) Previously filed as an exhibit to Form 10-K for the period ended December 31, 2005.
(18) Previously filed as an exhibit to Current Report on Form 8-K filed on January 5, 2007.
(19) Previously filed as an exhibit to Form 10-K for the period ended December 31, 2006.
(20) Previously filed as an exhibit to Current Report on Form 8-K filed on May 3, 2007.
(21) Previously filed as an exhibit to Current Report on Form 8-K filed on June 13, 2007.
(22) Previously filed as an exhibit to Current Report on Form 8-K filed on March 21, 2008.
(23) Previously filed as an exhibit to Current Report on Form 8-K filed on May 20, 2010.
(24) Previously filed as an exhibit to Current Report on Form 8-K filed on April 26, 2011.
(25) Previously filed as an exhibit to Current Report on Form 8-K filed on May 3, 2011.
(26) Previously filed as an exhibit to Current Report on Form 8-K filed on April 13, 2012.
(27) Previously filed as an exhibit to Current Report on Form 8-K filed on April 23, 2012.
(28) Previously filed as an exhibit to Current Report on Form 8-K filed on January 16, 2013.
(29) Previously filed as an exhibit to Current Report on Form 8-K filed on September 6, 2012.
(30) Previously filed as an exhibit to the Annual Report on Form 10-K filed on April 1, 2013.
(31) Previously filed as an exhibit to Current Report on Form 8-K filed on June 21, 2013.
(32) Previously filed as an exhibit to Current Report on Form 8-K filed on July 11, 2013.
(33) Previously filed as an exhibit to Current Report on Form 8-K filed on October 15, 2013.

All other schedules and exhibits are omitted because they are not applicable or because the required information is contained in the Financial Statements or Notes thereto.

Exhibit 10.28

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT MARKED WITH [***] HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2 OF THE SECURITIES EXCHANGE ACT, AS AMENDED. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

Execution Version

INVENTORY PURCHASE AND LICENSE AGREEMENT

THIS INVENTORY PURCHASE AND LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is effective as of the 19th day of December 2013 (the "Effective Date"), by and between IGO, INC., a Delaware corporation whose address is 17800 N. Perimeter Drive, Suite 200, Scottsdale, Arizona 85255 (hereinafter referred to as "Licensor"), and INCIPIO TECHNOLOGIES, INC., a California corporation, having offices at 6001 Oak Canyon, Irvine, California 92618 (hereinafter referred to as "Licensee").

WHEREAS, Licensor represents and warrants that it is the exclusive owner and licensor of the trademarks defined as the "Marks" respectively hereunder;

WHEREAS, Licensee desires to secure the right and license to use the Marks and any corresponding intellectual property rights in connection with the design, manufacture, advertisement, promotion, distribution and sale of certain Licensed Products as defined hereinafter;

WHEREAS, Licensor is willing to grant Licensee such license, upon the terms and conditions set forth herein;

WHEREAS, the Licensor also represents and warrants that it owns certain product inventory existing as of the date hereof and defined as the "Inventory" hereunder; and

WHEREAS, Licensee desires to purchase and obtain for sale on a consignment basis from Licensor, and Licensor desires to sell or consign to Licensee for sale, the Inventory, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 The following terms have the meanings set forth below:

1.1.1 "Licensor" means IGO, INC., a Delaware corporation.

1.1.2 "Licensee" means INCIPIO TECHNOLOGIES, INC., a California corporation.

1.1.3 "Party" means Licensor or Licensee individually, and "Parties" means Licensor and Licensee collectively.

1.1.4 "Marks" means the trademarks and related logos listed on Exhibit A hereto, the appearance and/or style of which may vary from time to time as specified by Licensor.

1.1.5 "Territory" means worldwide.

1.1.6 "Inventory" means the Licensed Products sold or consigned for sale by Licensor to Licensee pursuant to this Agreement, as described in Exhibit B hereto, collectively comprised of the Other Retail Inventory, Liquidation Inventory, and Walmart Inventory.

1.1.7 "Other Retail Inventory" means the Licensed Products sold by Licensor to Licensee pursuant to this Agreement, as described in Exhibit B hereto under the heading "Other Retail Inventory."

1.1.8 "Liquidation Inventory" means the Licensed Products sold by Licensor to Licensee pursuant to this Agreement, as described in Exhibit B hereto under the heading "Liquidation Inventory."

1.1.9 "Walmart Inventory" means the Licensed Products consigned by Licensor to Licensee for sale pursuant to this Agreement, as described in Exhibit B hereto under the heading "Walmart Inventory."

1.1.10 "Non-Saleable Inventory" means that product inventory of Licensor existing as of the date of this Agreement not otherwise described in Exhibit B hereto as of the date of this Agreement.

1.1.11 "Licensed Products" means the Other Retail Inventory, the Liquidation Inventory, the Walmart Inventory, mobile device cases and any other battery, charger, or power supply products and accessories marketed and currently sold by Licensor under the Marks, whether new or refurbished, and such other products and accessories as the Parties may mutually agree during the term of this Agreement.

1.1.12 "Existing Walmart SKUs" means the following products of Licensor, whether new or refurbished: SKU 550002283 (PS00136-2007) - IGO 90W MINI CHARGER, SKU 550423286 (PS00137-2007) - IGO VALUE CHARGER, and any Functionally Equivalent Product marketed and sold by Licensee under the Marks to Wal-mart Stores Inc. ("Walmart").

1.1.13 Functionally Equivalent Product means Licensed Products with the same feature set, form factor and electrical circuitry as Existing Walmart SKUs.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

1.1.14 "Net Sales" means the gross dollar amount of all sales of the Licensed Products sold by Licensee within the Territory, less the dollar amount of actual returns of Licensed Products, trade discounts, allowances, credits, rebates and uncollectible accounts.

1.1.15 "Net Profits" means the Net Sales of Existing Walmart SKUs less, to the extent not already deducted in determining Net Sales, the aggregate sum of:

(a) For Walmart Inventory, Licensor's product costs of the Existing Walmart SKUs, as set forth on Exhibit C;

(b) For all Existing Walmart SKUs other than Walmart Inventory, Licensee's product costs of the Existing Walmart SKUs, not to exceed the applicable amount set forth on Exhibit C;

(c) Licensee's actual, documented freight costs to ship the Existing Walmart SKUs from Licensee to Walmart's applicable distribution centers;

(d) Licensee's actual, documented freight costs, duties and taxes to ship the Existing Walmart SKUs from the factory to Licensee; and

(e) Licensee's selling and general administrative ("SGA") expenses allocated to the Existing Walmart SKUs, not to exceed the applicable amount set forth on Exhibit C.

1.1.16 "Payments" shall have the meaning as set forth in Section 5.1.

1.1.17 "Inventory Purchase Price" means the per unit price, as set forth on Exhibit B, at which Licensee shall purchase Inventory from Licensor pursuant to this Agreement.

1.2 Headings of clauses are included for purposes of convenience only, and do not affect the interpretation of this Agreement.

1.3 Unless inconsistent with the context, words relating to any gender include the other genders, words relating to the singular include the plural and vice versa, and words relating to natural persons include associations of persons having corporate status by statute or common law.

2. INVENTORY PURCHASE/CONSIGNMENT

2.1 Other Retail Inventory and Liquidation Inventory.

2.1.1 Licensor shall convey, transfer, assign, and sell to Licensee, and Licensee shall acquire, accept and purchase, the Other Retail Inventory and the Liquidation Inventory in exchange for the Inventory Purchase Price, as follows:

(a) On or about December 31, 2013, those quantities of Other Retail Inventory and Liquidation Inventory which Licensor shall cause to be delivered to Licensee, pursuant to Section 2.4 of this Agreement, and set forth in a corresponding invoice of Licensor;

(b) On or about January 31, 2014, all Licensor's remaining quantities of Other Retail Inventory and the Liquidation Inventory on hand which Licensor shall cause to be delivered to Licensee, pursuant to Section 2.4 of this Agreement, and set forth in a corresponding invoice of Licensor; and

(c) On or about January 31, 2014, any Other Retail Inventory and Liquidation Inventory subject to Licensor's outstanding product orders for such Other Retail Inventory and Liquidation Inventory (i.e., product that has been ordered but that has not yet been delivered to Licensor) which Licensor shall cause to be delivered to Licensee directly from the manufacturer or supplier when available, pursuant to Section 2.4 of this Agreement.

2.1.2 On the Effective Date and from time to time thereafter, Licensor shall execute and deliver to Licensee such instruments of sale, transfer, conveyance, assignment and delivery, consents, assurances, powers of attorney and other instruments as may be reasonably requested by Licensee in order to vest in Licensee the agreed upon right, title and interest in and to the Other Retail Inventory and the Liquidation Inventory and otherwise in order to carry out the purpose and intent of this Agreement.

2.1.3 Licensee shall pay to Licensor the corresponding Inventory Purchase Price, as set forth on Exhibit B, for any Other Retail Inventory and Liquidation Inventory, or portion thereof, sold by Licensee within [***] business days after [***]. Whether full payment is made shall be determined on an invoice by invoice basis. [***].

2.1.4 Licensee shall pay the Inventory Purchase Price, or any due and payable portion thereof, to Licensor, in immediately available funds by means of a wire transfer to Licensor's bank account pursuant to wire instructions to be provided in writing to Licensee from time to time.

2.2 Walmart Inventory.

2.2.1 Licensor shall deliver, pursuant to Section 2.4 below, into the possession, custody or control of Licensee, and Licensee shall accept, on a consignment basis only, the Walmart Inventory as follows:

(a) On or about December 31, 2013, those quantities of Walmart Inventory which Licensor shall cause to be delivered to Licensee, pursuant to Section 2.4 of this Agreement, and set forth in a corresponding invoice of Licensor;

(b) On or about January 31, 2014, all Licensor's remaining quantities of Walmart Inventory on hand which Licensor shall cause to be delivered to Licensee, pursuant to Section 2.4 of this Agreement, and set forth in a corresponding invoice of Licensor; and

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

(c) On or about January 31, 2014, any Walmart Inventory subject to Licensor's outstanding product orders for such Walmart Inventory (i.e., product that has been ordered but that has not yet been delivered to Licensor) which Licensor shall cause to be delivered to Licensee directly from the manufacturer or supplier when available, pursuant to Section 2.4 of this Agreement.

2.2.2 Any sale of the Walmart Inventory by Licensee on behalf of Licensor shall be made to Wal-mart Stores Inc. only.

2.2.3 Any payment due to Licensor for any Walmart Inventory sold by Licensee on behalf of Licensor shall be calculated in accordance with Section 5.1(b).

2.3 Non-Saleable Inventory. Licensor shall retain ownership and possession of all Non-Saleable Inventory and shall bear all costs of storage, sale, disposal and related activities.

2.4 Delivery of Inventory to Licensee. Pursuant to the terms of and on or about the dates set forth in this Agreement, Licensor shall deliver, at Licensor's sole expense, the Other Retail Inventory, the Liquidation Inventory and the Walmart Inventory into Licensee's possession, custody or control at Licensee's warehouse located at 6001 Oak Canyon, Irvine, California ("Licensee Warehouse") or such other mutually agreeable location. Upon delivery of the Other Retail Inventory, the Liquidation Inventory and the Walmart Inventory to Licensee's Warehouse or such other mutually agreeable location, Licensee shall enter such Inventory into Licensee's inventory management system and provide Licensor with such information as Licensor may reasonably request regarding such Inventory while in Licensee's possession. Licensor represents and warrants that it is the sole owner of the Inventory and that it is not aware of any allegations, claims, or proceedings that in any way involve or relate to any product contained in such Inventory, including, but not limited to intellectual property infringement claims, product defect or liability claims or any other encumbrance that may expose Licensee to liability. Licensor represents and warrants that it will deliver the Inventory to Licensee free and clear of any all such encumbrances.

2.5 Licensor Risk of Loss; Expenses. Licensor shall bear all risk of loss or damage to the Other Retail Inventory, the Liquidation Inventory and the Walmart Inventory until delivered into possession, custody or control of Licensee at Licensee's Warehouse or such other mutually agreeable location. Within 15 business days of delivery of the Other Retail Inventory, the Liquidation Inventory and the Walmart Inventory to the Licensee's Warehouse or such other mutually agreeable location, Licensee shall inspect and conduct a physical inventory of the Other Retail Inventory, the Liquidation Inventory and the Walmart Inventory delivered to Licensee's Warehouse or such other mutually agreeable location. Licensee shall provide Licensor with written notice of any claimed losses or damages to such Inventory disclosed as a result of such inspection and physical inventory reconciliation within 10 days of such reconciliation.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

2.6 Licensee Risk of Loss; Expenses.

2.6.1 Upon delivery of the Other Retail Inventory, the Liquidation Inventory and the Walmart Inventory to Licensee pursuant to Section 2.4, all risk of loss, theft or damage to such Inventory from any cause, other than court order, government seizure or similar governmental or regulatory action not related to or arising from any act or omission of Licensee, and any liability arising therefrom, shall be borne by Licensee. Notwithstanding, Licensor's sole remedy for any such loss is limited to the Inventory Purchase Price for the Other Retail Inventory and Liquidation Inventory and the payments that would otherwise be due upon the sale of the Walmart Inventory due under Section 2.2.3 and nothing else. Licensee shall store the Inventory in such a manner that it shall be protected against theft, injury or damage and to permit inspection by Licensor in accordance with the terms of this Agreement.

2.6.2 Other than the cost of delivering the Other Retail Inventory, Liquidation Inventory and the Walmart Inventory to Licensee in accordance with Section 2.4, and any retail marketing of such Inventory as deemed necessary in Licensor's sole discretion, all costs of storage, inventory and supply management, advertisement, promotion, distribution and sale of the Other Retail Inventory and Liquidation Inventory shall be borne solely by Licensee.

2.7 Sale of Inventory by Licensee. In accordance with the terms and conditions set forth herein, Licensee shall distribute and sell the Other Retail Inventory through Licensee's distribution and retail partners, distribute and sell the Walmart Inventory to Wal-mart Stores, Inc., and liquidate the Liquidation Inventory. Sales of the Other Retail Inventory, the Liquidation Inventory and the Walmart Inventory by Licensee shall be generally made from the oldest applicable Inventory on hand in a manner consistent with Licensee's sales practices.

2.8 Inventory Adjustments. The Parties acknowledge and understand that the categorization of Inventory as Other Retail Inventory, Liquidation Inventory and Walmart Inventory, quantities of such Inventory and determination of the corresponding Inventory Purchase Price, as currently set forth in Exhibit B, is subject to adjustment upon mutual agreement of the Parties. The Parties shall cooperate in good faith to reclassify any Inventory and adjust its corresponding Inventory Purchase Price as reasonably necessary for Licensee to sell or liquidate such Inventory at a mutually agreeable price. Each Party acknowledges that it has inspected and verified the quantity, product type and estimated retail or liquidation value, as applicable, of and evaluated sales opportunities for the Inventory. Licensee shall maintain an adequate record of the Other Retail Inventory, Liquidation Inventory and Walmart Inventory, including Inventory categorizations, the corresponding Inventory Purchase Price, quantities of Inventory on hand, quarterly Inventory reconciliations, and sales, transfers or other movements or transactions in Inventory. Licensee shall update such records as necessary to reflect any mutually agreed upon adjustments to the categorization and/or Inventory Purchase Price of the Inventory. For any Other Retail Inventory and Liquidation Inventory which is reclassified by Licensee as Non-Saleable Inventory, the corresponding Inventory Purchase Price shall be reduced to $0 and such Inventory shall either be destroyed by Licensee or returned to Licensor at Licensor's request and sole expense.

2.9 Open Product Orders. On the Effective Date, Licensor shall provide Licensee with a list of all open product orders under which Licensor has ordered Licensed Products from Licensor's manufacturers and/or suppliers but for which such Licensed Products have not yet been delivered to Licensor as of the Effective Date. After the Effective Date, License agrees that it shall not place any product order for additional Licensed Product without the prior consent of Licensee. Notwithstanding the foregoing, as reasonable and necessary for Licensee to perform its obligations hereunder and only until such time as Licensee is authorized by Apple, Inc. or its affiliates to do so, Licensor shall place product orders with Licensor's current product manufacturers, at the request of, as the agent of and at the sole expense of Licensee, for any Licensed Products that incorporate Apple Lightning connectors.

3. RIGHTS GRANTED

3.1 Licensor hereby grants to Licensee and, with Licensor's prior written consent, certain subsidiaries and affiliates of Licensee, and Licensee accepts, upon the terms and conditions set forth herein, the non-exclusive, non-transferable right and license to use the Marks and any other intellectual property of Licensor reasonably necessary for the design, manufacture, advertisement, promotion, distribution and sale of Licensed Products ("Product IP") within those jurisdictions of the Territory where Licensor maintains registered rights to the Marks and such Product IP. Notwithstanding the foregoing, any license granted to any subsidiary or affiliate of Licensee shall be further limited in scope and duration to only that reasonably necessary for Licensee to perform its obligations under this Agreement. During the term of this Agreement, Licensor shall not license the Marks to any third party not controlled by or under common control with Licensor nor manufacture or sell, either alone or through any third party, any Licensed Products or Functionally Equivalent Product or any products that directly compete with any Licensed Products or Functionally Equivalent Product except as otherwise provided herein. Notwithstanding the forgoing, nothing in this Agreement shall prohibit Licensor, its affiliates, representatives, distributors or agents from selling any remaining inventory of Licensed Product in existence, subject to outstanding product orders or otherwise in the course of production as of the date of this Agreement and not otherwise sold or consigned to Licensee, including but not limited to the Non-Saleable Inventory.

3.2 Licensor represents and warrants that Licensor, to its knowledge, is the sole and exclusive owner of the Marks at least in those jurisdictions where Licensor maintains registrations for the Marks, as outlined in Exhibit A.

3.3 Licensor acknowledges that Licensee is presently engaged in the business of manufacturing, selling and distributing products similar to the Licensed Products and related products under other trademarks which may compete with the Licensed Products and nothing contained in this Agreement is intended to prohibit Licensee from continuing with or expanding such manufacture, marketing, sale and distribution of such competing products. Licensee, within its sole discretion, may engage in other businesses, including the right to act as a licensee, distributor or sales representative for other products, including any competing products.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

3.4 The Parties acknowledge and agree that this Agreement is an intellectual property rights license agreement and does not constitute, and may not be construed as, a franchise agreement.

4. TERM

4.1 The term of this Agreement shall commence as of the date hereof, and shall continue for a period of two (2) years and, unless terminated by either Party upon not less than three (3) months written notice to the other Party prior to the end of such period, shall automatically renew for successive one (1) year periods, unless otherwise terminated sooner in accordance with the terms and conditions set forth herein. Unless otherwise agreed to by the Parties, to the extent that Licensee has at the date of termination possession of remaining Inventory, Licensee shall either destroy or return to Licensor at Licensor's request such remaining Inventory. Licensee and Licensor shall share equally in the cost of for return of any remaining Inventory.

5. PAYMENTS

5.1 Licensee shall pay Licensor free of deduction and off-set (the "Payments"):

(a) [***] percent [***%] of Net Sales of the Licensed Products, exclusive of any sale of the Inventory, any sale of any Licensed Products that incorporate Apple's Lightning connector, and any sale of any of the Existing Walmart SKUs to Wal-mart Stores, Inc.;

(b) [***] percent [***%] of Net Sales of the Licensed Products for any sale of any Licensed Products that incorporate Apple's Lightning connector, provided, however, that the Parties shall renegotiation in good faith such Payment rate upon the 6 month anniversary of the Effective Date;

(c) Licensor's product cost for any Walmart Inventory, as set forth on Exhibit C, sold by Licensee; and

(d) [***] percent [***%] of the Net Profits from any sales of Existing Walmart SKUs.

Notwithstanding the foregoing, the Parties may mutually agree in writing to reduce the Payments or the Payment rate applicable to certain specified sales. For the purposes of computing Payments, Licensed Products are deemed sold when they are invoiced to Licensee's retail partners, distributors or other customers, or if not invoiced, when they are shipped to Licensee's retail partners, distributors or other customers.

5.2 During the term of this Agreement, and irrespective of whether or not any Licensed Products were sold during the period to which the statement relates, on or before the 10^{th} day of each month, Licensee shall furnish Licensor with a Payment statement specifying, for the preceding month:

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

(a) any sales of Inventory (broken out by product type, invoice, invoice payment date, and customer);

(b) the gross and Net Sales of Licensed Products (broken out by product type, invoice, invoice payment date, and customer) and corresponding Net Sales calculations;

(c) any sales of, and the Net Profit for, the Existing Walmart SKUs and corresponding Net Profit calculations; and

(d) any Payment due to Licensor for the applicable sales period per Section 5.1.

Along with such statements, Licensee shall pay Licensor the amount shown to be owing to Licensor for the preceding month pursuant to Section 5.1 above (and as shown in the Payment statement) in immediately available funds by means of a wire transfer to Licensor's bank account pursuant to wire instructions to be provided in writing to Licensee from time to time.

6. QUALITY STANDARDS; APPROVALS

6.1 Licensee shall in good faith work with Licensor to use the Marks in a manner consistent with Licensor's reputation and quality standards. Licensee shall at all times take such actions and conduct such internal and third party laboratory and product testing and other quality control procedures, utilizing at least the same quality control procedures, process and testing as Licensee utilizes or would utilize with respect to its own products, as necessary to assure the Licensed Products comply with all applicable foreign, federal, state and local laws and industry and safety standards, including all laboratory testing as shall be necessary to assure compliance with applicable industry standards, good manufacturing and storage practices and all laws and regulations having application to the advertisement, production, labeling, packaging, distribution or sale of the Licensed Products. Licensor may prohibit Licensee from using the Marks on any Licensed Products reasonably deemed by Licensor to be of inferior quality after first giving Licensee a reasonable time and opportunity to remedy any specified lack of quality. Should Licensee fail to remedy the specified lack of quality, Licensor may order Licensee to forthwith discontinue any further manufacture of such non-conforming Licensed Product. Licensee may sell off any existing inventory, including inventory in the process of manufacture at the time of the notice, subject to payment to Licensor of applicable Payments.

6.2 Pre-production samples of each new style of non-Inventory Licensed Products, including packaging thereof, shall be provided to Licensor prior to general sale to the public for Licensor's review and approval. Pre-production concepts representing future non-Inventory Licensed Products shall also be provided to Licensor. Licensor has the right to disapprove any such pre-production product concepts or samples submitted to it if Licensor in good faith determines, in its sole discretion, that the Licensed Product represented by said pre-production concept or sample would or could impair the value and goodwill associated with the Marks or otherwise does not comport with the manner of use of the Marks approved by Licensor as may be modified from time to time in the discretion of Licensor. Unless otherwise agreed to in writing, disapproval by Licensor must be in writing and received within ten (10) business days of Licensee providing such samples or pre-production product concepts. Failure to disapprove constitutes approval. An explanation of each of Licensor's objections shall be included with any disapproval. The Parties shall work together in good faith pursuant to Section 6.1 to resolve any issues regarding the disapproval. Once approved, any material changes to the new style Licensed Products shall be resubmitted to Licensor to provide Licensor with an opportunity to object to any such material changes within the time period and in in the manner described herein.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

6.3 Licensee shall furnish to Licensor three (3) production samples of each new style of non-Inventory Licensed Product (excluding color variation) with packaging. To the extent that Licensor has not previously approved the new style of non-Inventory Licensed Product or packaging thereof based on pre-production samples or submissions, Licensor shall notify in writing Licensee within ten (10) business days with any objections to the use of its Marks on such production sample. Failure to disapprove constitutes approval. An explanation of each of Licensor's objections shall be included with any disapproval. The Parties shall work together in good faith pursuant to Section 6.1 to resolve any issues regarding the disapproval. Once approved, any material changes to the new style Licensed Products shall be resubmitted to Licensor to provide Licensor with an opportunity to object to any such material changes within the time period and in in the manner described herein.

6.4 Up to twice per year, Licensor may request two (2) free samples of each Licensed Product (exclusive of color variation) taken at random from current production runs. Licensor may request any reasonable number of additional samples of Licensed Product, and Licensor shall pay Licensee for those additional samples at Licensee's costs for the Licensed Product. Licensed Products being distributed and sold shall conform in material respects to the approved production samples. Licensor may not sell or redistribute any sample products.

6.5 Licensor shall provide artwork for Marks and Licensor brand guidelines and provide updates of such materials to the extent applicable. In all events, the trademark and markings on the Licensed Products shall conform to Licensor's Brand Guidelines set forth in Schedule 6.5 attached hereto and made a part hereof (as may be revised from time to time by Licensor in its discretion), unless otherwise agreed to in writing by Licensor as provided in this Agreement. Licensor may amend such Licensor's Brand Guidelines by giving written notice thereof to Licensee; provided, however, Licensee is not required to implement such revisions with respect to those Licensed Products already in production.

6.6 During the term of this Agreement, Licensor may request an inspection of Licensed Products stored at Licensee's U.S. facilities and/or audit Licensee's sales of Licensee Product. The inspection and/or audit shall be performed by Jack Howard, Terry Gibson or Deanna Truscio or other mutually agreeable representative of Licensor, third party inspector and/or auditor, which is subject to an appropriately tailored, mutually agreed to, confidentiality and non-disclosure agreement designed to protect from disclosure information regarding Licensee's business, research, development, sales, marketing, and employees activities and/or its employees identities. Other than the quantity, condition and quality of Licensed Product and confirmation of the amount of Payments due to Licensor under Section 5, the inspector and/or auditor may not disclose any other information to Licensor. Any inspection or audit shall take place during reasonable business hours and upon at least five (5) business days prior notice to Licensee. Licensor shall be solely responsible for all costs, fees and expenses for any such inspection or audit.

7. BOOKS AND RECORDS

7.1 Licensee, in accordance with its business practices and generally accepted accounting principles, consistently applied, shall keep complete and accurate records sufficient to determine the production, inventory, and sales of Licensed Products and Payments owed to Licensor under Section 5 of this Agreement and make the same readily available to Licensor, its agents or representatives, at such reasonable times as Licensor may from time to time request for inspection, copying and extracting.

7.2 Such records shall be retained by Licensee for at least three (3) years from the date of sale of the Licensed Product.

8. ADVERTISING AND PROMOTION

8.1 Licensee shall have the right, but not the obligation, to advertise and promote the Licensed Products within the Territory for retail sale; provided, however, Licensee shall provide such brand and product marketing as commercially reasonable to support the distribution and sale of Licensed Products to its retail partners, distributions and other customers.

8.2 To the extent that Licensor has any objection to the manner by which Licensee advertises or promotes it Licensed Products, Licensor shall provide written notice of such objection explaining the basis for its objections. The Parties agree to work in good faith pursuant to Section 6.1 to resolve any such objections.

8.3 Notwithstanding Section 8.1, during the term of this Agreement, Licensee shall maintain and support, at Licensee's expense, continued operation of Licensor's online store presence at www.igo.com (the "Store") as commercially reasonable to maintain the Store's functionality and accessibility to third parties interested in purchasing Licensed Products. Licensor shall provide Licensee with such access to the Store, product data and other information relating to the Store as Licensee may reasonably request. Licensor will convey to Licensee all the rights necessary to operate, modify, transact business on, and update the Store.

9. MANUFACTURE OF LICENSED PRODUCTS

9.1 Licensee shall seek to enter relationships, on competitive terms and pricing, directly with Licensor's current product manufacturers of Licensed Products for the purchase of future Licensed Product. Licensor's product tooling and molds shall be preferably used, where applicable. Licensee shall be responsible for inventory and supply management of such future Licensed Product inventory.

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9.2 Notwithstanding Section 9.1, in the event Licensor's current product manufacturers are unable to provide competitive terms and pricing for the manufacture of Licensed Products, Licensee may use other third party sub-contractors for the manufacture of the Licensed Products. To the extent that Licensee determines to use a third party manufacturer, Licensee shall provide notice to Licensor of its intent to use such third party manufacturer. Unless otherwise agreed to by the parties in writing, Licensor shall have seven (7) business days from receipt of Licensee's notice to object in writing and explaining the basis for its objections. The Parties agree to work in good faith pursuant to Section 6.1 to resolve any such or future objections by Licensor regarding manufacturers of Licensed Products.

9.3 Licensor shall provide Licensee with the right to use Licensor's existing tooling and molds, including the right to modify such tooling and molds as necessary, exclusively for the production of Licensed Products; provided, however, Licensor shall retain sole ownership of such tooling and molds which shall be returned to Licensor, at Licensor's expense, upon termination or expiration of the Agreement. Licensor shall provide commercially reasonable assistance to Licensee to relocate Licensor's existing tooling and molds to new third party manufacturers.

9.4 All costs of manufacture, product development, purchase, marketing, inventory and supply management, distribution, and sale of any future Licensed Product inventory incurred by Licensee shall be borne solely by Licensee. Licensee shall be solely responsible for managing and fulfilling warranty claim obligations for any future Licensed Product inventory.

10. SALE OF LICENSED PRODUCTS

10.1 In accordance with the terms and conditions set forth herein, Licensee shall manufacture, have manufactured, distribute and sell future non-Inventory Licensed Product through and to Licensee's distribution and retail partners and other customers. The Parties agree to work in good faith to resolve any dispute concerning the extent or scope of Licensee's efforts to manufacture and sell Licensed Product.

11. OWNERSHIP; NOTICES; GOODWILL

11.1 Licensee hereby recognizes and acknowledges that Licensee's right to use the Marks shall be governed exclusively by this Agreement and applicable law. Nothing in this Agreement shall confer any right of ownership of the Marks or Product IP in Licensee. Licensee shall not at any time contest, oppose or challenge or Licensor's ownership of the Marks or Product IP, or the validity of the Marks. Licensee agrees that all goodwill resulting from any use of the Marks by Licensee, during the term of this Agreement, shall inure to the benefit of Licensor. Licensee shall not, during the term of this Agreement, use (other than as specified in this Agreement), register or attempt to register the Marks or Product IP in any jurisdiction.

11.2 Licensee shall display the following legend on Licensed Products and any packaging materials bearing the Marks: "iGo and the iGo Logo are trademarks of iGo, Inc. and are used under license." (or such other legend as directed by Licensor, and agreed to by Licensee, from time to time), and the symbol "™" or "®", as is appropriate, adjacent to the Mark(s). Licensor shall have the right to revise the above notice requirements and to require such other notices as shall be reasonably necessary to protect the interests of Licensor in the Marks. In the event that Licensor revises its trademark notice requirements, Licensee is not required to implement such revisions with respect to those Licensed Products already in production or produced. The date of implementation of any new or revised notice requirement shall be agreed upon in writing by the Parties in good faith pursuant to section 6.1. During the term of the Agreement, Licensor shall have the right, but not the obligation, to maintain, seek and/or obtain trademark registrations in the name of Licensor relating to the use or the proposed use by Licensee of any of the Marks, and Licensee shall cooperate with Licensor in connection therewith to provide Licensor with additional information or materials therefor as Licensor may reasonably request. Licensor shall be solely responsible for any costs, expenses, and labor incurred in connection with maintaining and/or obtaining such trademark rights or seeking Licensee's cooperation therefor. During the term of the Agreement, Licensee, with Licensor's prior written consent, shall have the right, but not the obligation, to maintain, seek and/or obtain trademark registrations in the name of Licensor relating to the use or the proposed use by Licensee of any of the Marks, and Licensor shall cooperate with Licensee in connection therewith to provide Licensee with additional information or materials therefor as Licensee may reasonably request. Licensee shall be solely responsible for any costs, expenses, and labor incurred in connection with maintaining and/or obtaining such trademark rights or seeking Licensor's cooperation therefor.

11.3 The Parties agree that: (i) Licensor shall own any Product IP existing as of the Effective Date related to the Licensed Products, (ii) Licensee shall own the Product IP it develops by its employees, consultants, or agents; (iii) Licensor shall own the Product IP it develops by its employees, consultants, or agents; and (iv) to the extent that there is joint development between the Parties, the Parties shall enter into a written joint development or research agreement setting forth the scope, purpose, the name of the collaborators, and the ownership of the resulting intellectual property. Unless otherwise agreed in writing, the presumption is that there is no joint development, if no joint development agreement is entered into prior to the joint development effort.

12. PROTECTION OF THE MARK

12.1 Licensee shall promptly notify Licensor in writing of any infringements, claims or actions by others in derogation of the Marks of which Licensee is aware.

12.2 Should Licensor refuse or fail to promptly initiate any legal proceedings on account of any infringements, claims or actions by others in derogation of the Marks (including, without limitation, unfair competition or other actions which inhibit the ability of Licensor and/or Licensee to advertise, promote or sell the Licensed Products under the Marks), Licensee may do so and Licensor shall cooperate with and assist Licensee to the extent reasonably necessary, including, but not limited to, being joined as a necessary or desirable party to such proceedings. Licensee may settle or compromise, in its sole discretion, any such proceedings and in the event Licensee settles or resolves any such proceedings Licensee shall be entitled to retain any recovery from the third party for its own account.

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13. INSURANCE

13.1 Both Parties shall obtain and keep in full force and effect, during the term of this Agreement, at its sole cost and expense, a comprehensive commercial general liability policy. The insurance coverage described above shall provide coverage (including product liability coverage) for personal injury and property damage in an amount of not less than [***] per occurrence with an annual aggregate of not less than [***]. The coverage amounts required above may be provided by a single policy or combination of primary and excess (umbrella) policies.

13.2 Within thirty (30) days of execution of this Agreement, each Party shall provide the other Party a certificate showing proof that such policy of insurance is in effect.

14. INDEMNIFICATION

14.1 Licensor shall at all times during the term of this Agreement and thereafter defend, indemnify, and hold Licensee and its officers, directors, agents, employees, and permitted assigns harmless from and against any and all claims, suits, damages, liabilities, costs, and expenses, including, but not limited to court costs and reasonable attorneys' fees, alleged, arising out of or based on:

(a) the breach of any representation, warranty, or obligation of Licensor under this Agreement;

(b) any act, omission, or negligence of Licensor with respect to the performance of its obligations to third parties arising in connection with the activities contemplated under this Agreement;

(c) any use, in accordance with this Agreement, of the Marks in jurisdictions of the Territory where Licensor maintains registered Marks;

(d) any materials provided to Licensee by Licensor expressly for use in connection with Licensed Products as contemplated by this Agreement and so used by Licensee;

(e) any product defect or liability arising from the Inventory or any circuitry, product configuration or feature set contained therein;

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(f) any patent or intellectual property infringement arising in jurisdictions of the Territory where Licensor maintains registered Marks from the sale, offer for sale, manufacture, importation or use of any Inventory or Existing Walmart SKU or any circuitry, product configuration or feature set contained therein; or

(g) any product that was sold by Licensor.

This indemnity shall not be limited by any insurance coverage maintained by Licensor.

14.2 Licensee shall at all times during the term of this Agreement and thereafter defend, indemnify and hold Licensor and its officers, directors, agents, employees and permitted assigns, harmless from and against any and all claims, suits, damages, liabilities, costs, and expenses, including, but not limited to court costs and reasonable attorneys' fees, alleged, arising out of or based on:

(a) the breach of any representation, warranty, or obligation of Licensee under this Agreement;

(b) any act, omission, or negligence of Licensee, its subsidiaries and affiliates with respect to the performance of their respective obligations to third parties arising in connection with the activities contemplated under this Agreement;

(c) any use of the Marks by Licensee, its subsidiaries and affiliates in jurisdictions of the Territory where Licensor does not maintain registered Marks as of the Effective Date;

(d) any defect or alleged defect in or warranty claim related to the Licensed Products that Licensee is obligated under this Agreement to satisfy, provided, however, that Licensee is providing no indemnification for any defects, alleged defects or warranty claims related to any Inventory or any other product Licensor sold to Licensee;

(e) any product defect or liability arising from Licensed Products manufactured by or on behalf of Licensee or any circuitry, product configuration or feature set contained therein; or

(f) any patent or intellectual property infringement arising from the sale, offer for sale, manufacture, importation or use of (i) any Licensed Products or any circuitry, product configuration or feature set contained therein in jurisdictions of the Territory where Licensor does not maintain registered Marks or (ii) any new type of Licensed Products or circuitry, product configuration or feature set contained therein manufactured by or on behalf of Licensee pursuant to Section 6.2.

This indemnity shall not be limited by insurance required hereunder or other insurance coverage maintained by Licensee.

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14.3 Either Party (the “Notifying Party”) shall notify the other Party (the “Indemnifying Party”) of the existence of any third party claim, demand, or other action giving rise to a claim for indemnification hereunder (a “Third Party Claim”) within twenty (20) business days of the date upon which the Notifying Party first becomes aware thereof, and shall give the Indemnifying Party a reasonable opportunity to defend at its own expense and with its own counsel; provided that the Notifying Party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable time after receipt of notice of a Third Party Claim, the Indemnifying Party fails to undertake to defend, then the Notifying Party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the Indemnifying Party. The Party defending a Third Party Claim shall timely provide to the other Party such information relating to the defense and/or settlement of the Third Party Claim as the other Party may reasonably request from time to time.

14.4 Each Party shall, at the request and expense of the other, furnish such information and/or reasonable assistance as may be required to enable the other Party to defend itself against third party claims threatened or filed in connection with any activities conducted under this Agreement.

14.5 Any assistance to be given by one Party to another under this Agreement should not be interpreted in such a way as to impair or otherwise undermine the attorney-client privilege or the attorney work product protections that each Party would otherwise have in connection with defending itself or seeking legal advice.

15. BREACH AND CURE; TERMINATION

15.1 In the event of a breach of this Agreement, the Party alleging such breach must give written notice of the breach to the breaching Party specifying a reasonable period of time within which the breaching Party is to cure the breach (thirty (30) days for failure to make any payments due hereunder). In the event said breach has not been cured within the specified period, the Party giving the notice may terminate this Agreement by written notice to the breaching Party.

15.2 Either Party may terminate this Agreement immediately by giving the other Party written notice if:

(a) The other Party becomes insolvent, or any voluntary or involuntary petition in bankruptcy or for corporate reorganization is filed by or against that Party, or a receiver is appointed with respect to any of the assets of that Party, or a liquidation proceeding is commenced by or against that Party;

(b) Any material representation or warranty by the other Party in this Agreement proves to have been incorrect or misleading in any material respect when made;

(c) The other Party is dissolved, wound up or liquidated; or

(d) The other Party undergoes a “change in control” meaning an event involving one transaction or a related series of transactions in which one of the following occurs: (i) the other Party issues securities equal to 50% or more of its issued and outstanding voting securities, determined as a single class, to any individual, firm, partnership or other entity, including a “group” within the meaning of section 13(d)(3) of the Securities Exchange Act of 1934; (ii) the other Party issues securities equal to 50% or more of its issued and outstanding common stock in connection with a merger, consolidation or other business combination; (iii) the other Party is acquired in a merger or other business combination transaction in which the other Party is not the surviving company; (iv) all or substantially all of the other Party’s assets are sold or transferred; or (v) there is a change in the majority of the members of the Board of Directors of the other Party as a result of one or more contested elections for board membership; provided, however, a “change of control” shall not include any acquisition of Licensor’s securities by, any issuance of Licensor’s securities to, substantially all of its assets are acquired by, or any number of the members of Licensor’s Board of Directors are designated by Steel Excel Inc. or any entity controlled by or under common control with Steel Excel Inc. or its affiliates.

15.3 Either Party may terminate this Agreement without cause by giving the other Party six (6) months prior written notice.

15.4 Either party may terminate this Agreement by giving the other Party thirty (30) days prior written notice if the Parties are not able to work out in good faith a resolution on any issue that arises under this Agreement that is subject to good faith resolution under Sections 6.1 or 10.1 of this Agreement.

16. EFFECT OF EXPIRATION OR TERMINATION

16.1 Upon expiration or termination of this Agreement, Licensee shall cease initiating the production of any further Licensed Products, advertising or promotional materials other than those already committed, in the course of production or in existing inventory at the time of expiration termination. Licensee may continue to sell, use and/or distribute in any way any such Licensed Products, packaging, advertising and promotional materials previously existing or in the course of production at the time of expiration or termination, as Licensee may decide after the expiration or termination of this Agreement.

16.2 The expiration or termination of this Agreement, for any reason whatsoever, shall not relieve Licensee of its obligation for the Payments and furnish Payment statements to Licensor as provided herein.

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17. RELATIONSHIP OF THE PARTIES

17.1 Each Party is and shall remain an independent contractor. Nothing contained in this Agreement may be construed so as to give any Party the power to direct or control the day to day activities of the other Party; or constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. At no time shall either Party, or any of its employees be considered an agent of the other Party for any purpose or to have any authority to bind or make commitments on behalf of the other Party for any purpose. Neither Party shall hold itself out as having such authority.

17.2 Licensee shall be responsible for its own sales force, including supervising and for paying any persons employed by or working with Licensee in the furtherance of this Agreement.

18. NONTRANSFERABILITY OF RIGHTS

18.1 The Parties may not assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise without prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding, unless this Agreement is terminated pursuant to Section 15.2(d), the rights under this Agreement are automatically transferred to and obligations assumed by an entity that acquires the Party by merger or acquisition regardless of whether such Party survives such acquisition.

19. NON-CIRCUMVENTION

19.1 Licensor understands and agrees that the identities of Licensee's distribution and retail partners constitute Licensee's confidential trade secret information. To the extent that such information is disclosed or otherwise revealed to Licensor, Licensor agrees not to directly enter into or solicit a relationship substantially similar to the business relationship contemplated by this Agreement with such key distribution and retail partners of Licensee without the written permission of Licensee for a period of 6 months after expiration or termination of this Agreement.

19.2 Licensor further understands and agrees that the identities of Licensee's employees and consulting agents constitute confidential trade secret information. To the extent that such information is disclosed or otherwise revealed to Licensor, Licensor agrees not to directly enter into or solicit a relationship with such employees or agents for at least one (1) year after termination of the employee's or agents relationship with Licensee or at least one (1) year after the expiration or termination of this Agreement, which ever date is later.

20. RIGHT OF FIRST REFUSAL

20.1 During the term of this Agreement and for a period of six (6) months after the expiration or termination of this Agreement ("Right of First Refusal Period"), Licensor shall not sell, assign or otherwise convey the Marks to any third party, other than a third party controlled by or under common control with Licensor, unless Licensor 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. After the date of the offer by Licensor to Licensee, Licensee shall have fifteen (15) business days within which to accept the offer. If Licensee accepts the offer, Licensee shall purchase all (but not less than all, unless Licensor consents otherwise) of the offered Marks, at the price and on the terms offered by Licensor, within thirty (30) days after Licensee's receipt of the offer from Licensor, subject to any additional time required to obtain approval of such sale by Licensor's shareholders under Section 271 of the Delaware Corporation Law, if applicable, or as otherwise mutually agreed to otherwise by the Parties. If Licensee does not accept the offer during such fifteen (15) day period, Licensor may sell all such Marks to any third party at a price not less than and on material terms no more favorable than offered to Licensee (subject, however, to the restrictions in other sections of this Agreement).

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21. NOTICE

21.1 All notices, consents, demands, requests, approvals and other communications which are required or may be given hereunder must be in writing and shall be deemed to have been duly given if personally delivered (including courier service) or mailed certified first class mail, postage prepaid:

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(a) If to Licensor:

iGo, Inc.
Attn: Terry Gibson
61 E. Main Street, Suite B
Los Gatos, California 95030
Email: TGibson@steelpartners.com
Tel. No. (408) 399-6490
Fax No. (408) 399-6491

(b) If to Licensee:

Incipio Technologies, Inc.
Attn: Andy Fatholalli
6001 Oak Canyon
Irvine, California 92618
Email: andy@incipio.com
Tel No. (949) 250-4929
Fax No. (949) 250-4928

or to such other person or persons at such address or addresses as may be designated by written notice to the other Parties hereunder. Notice shall be deemed delivered at the time received for personal delivery, or three (3) days after the date when mailed at a United States Post Office box or branch office. Courtesy copy of notices hereunder shall also be given by email, fax or other electronic means within 3 days of sending notice.

22. CONFIDENTIALITY

22.1 During the term of this Agreement, if either Party discloses ("the Disclosing Party") to the other Party (the “Other Party") any information which the Disclosing Party considers to be confidential, and the Disclosing Party informs the Other Party that the information is to be considered confidential, for the remaining term of this Agreement and for two (2) years thereafter, the Other Party shall not disclose such “Confidential Information” to any third party without the prior written consent of the Disclosing Party. "Confidential Information" means trade secrets, "know how," customer lists, pricing policies, operational methods, programs, and other business information of the Disclosing Party. Information shall not be considered confidential if such information (i) is or later becomes publicly known under circumstances involving no breach of the Agreement, (ii) was already known by the Other Party as evidenced by its written records at the time of the receipt of such information from the Disclosing Party, or (iii) is lawfully and in good faith made available to the Other Party without restriction on disclosure by a third party. In addition, notwithstanding the above, either Party may disclose Confidential Information to the extent necessary to comply with the laws, statutes, rules, regulations and ordinances of any governmental entity with jurisdiction, and any such disclosure shall not constitute a violation of this Agreement. The phrase “publicly known under circumstances involving no breach of the Agreement” encompasses technical specifications, circuitry, know-how and information that is embodied in existing Inventory product and that is apparent therefrom by inspection or reversible engineering.

22.2 During the term of this Agreement and any extension thereof, Licensor may not, directly or indirectly, through an affiliate or otherwise, anywhere within the Territory use or disclose in any manner Licensee's Confidential Information.

22.3 Each Party acknowledges that a breach of the provisions of this Section 22 shall result in irreparable damage and injury to the Disclosing Party for which no money damages could adequately compensate it. If Other Party breaches the provisions of this Section 22, in addition to all other remedies to which the Disclosing Party may be entitled, the Disclosing Party shall be entitled to an injunction to enforce the provisions of this Section 22, to be issued by any court of competent jurisdiction, to enjoin and restrain the Other Party and any person concerned or acting in concert with the Other Party from the continuance of such breach. The Other Party expressly waives any claim or defense that an adequate remedy at law might exist for any such breach. Notwithstanding, Licensor acknowledges and agrees that information customarily necessary for production and manufacture of Licensed Products may be disclosed, regardless of confidentiality, to manufacturers of Licensed Products. In addition, Licensor acknowledges and agrees that information regarding terms of sale including cost and pricing, and factory information may be disclosed to customers on a need to know basis.

23. GOVERNING LAW AND RESOLUTION OF DISPUTES

23.1 This Agreement shall be construed in accordance with the laws of the State of California, and is executed and delivered in the State of California.

23.2 Disputes between the Parties in connection with this Agreement or any clause or the construction thereof, or the rights, duties or liabilities of either Party, which cannot be resolved by the Parties, upon the election of either Party shall be referred to a mutually agreed upon single arbitrator for resolution in accordance with the rules of the JAMS and/or other similar private ADR. Any resolution by the arbitrator shall be binding upon the Parties. Unless otherwise agreed to by the parties the arbitration shall be no longer than two (2) days. If the parties cannot agree in good faith on an arbitrator, JAMs and/or similar private ADR will be requested to select one. The parties will work in good faith to present any such issues to an arbitrator in a timely manner within no later than 3 months from the date that arbitration is elected by either Party.

23.3 Notwithstanding the provisions of Section 23.2, a party may bring an action in equity to enjoin or retrain from disclosure its confidential trade secrets information. Any such action must be brought in the Orange County Superior Court, or in the United States District Court for the Central District of California, and the Parties hereby submit to the jurisdiction of said courts. In addition to court costs, the prevailing Party shall be entitled, such reasonable attorneys' fees as may be fixed by a court of competent jurisdiction.

24. BINDING EFFECT; VALIDITY

24.1 This Agreement is binding on the Parties, their successors and assigns (if any), and the Parties warrant that the undersigned are authorized to execute this Agreement on behalf of their respective Parties.

24.2 Except as expressly set forth in this Agreement: nothing in this Agreement is intended to confer any rights or remedies on, or to relieve or discharge any obligations of, any persons other than the Parties hereto; and the rights and obligations of the Parties are several from each other.

24.3 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

25. GENERAL PROVISIONS

25.1 No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless contained in writing and signed by the Parties.

25.2 The exercise of the right of discretion, choice, consent, approval, or similar right hereunder by either Party shall be done in good faith and in a commercially reasonable manner.

25.3 This Agreement contains the entire understanding of the Parties, and there are no representations, warranties, promises or undertakings other than those contained herein. This Agreement supersedes and cancels all previous agreements between the Parties hereto.

25.4 Wherever necessary to carry out the intent of the Parties, certain provisions of this Agreement shall survive the expiration or termination of this Agreement and shall continue in full force and effect.

25.5 The Parties shall execute promptly any documents necessary to effectuate the purpose and intent of this Agreement.

25.6 The Parties represent and warrant that:

(a) They have made no agreements that are inconsistent with this Agreement or that would prevent them from entering into this Agreement;

(b) Entering into this Agreement does not violate any agreements, rights or obligations existing between such Party and any other person.

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25.7 The Parties may execute this Agreement in two or more counterparts, delivered by means of facsimile transmission or other electronic transmission, which shall, in the aggregate, be signed by all the Parties, each counterpart shall be deemed an original instrument as against any Party who has signed it.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

LICENSOR:	LICENSEE:
IGO, INC.	INCIPIO TECHNOLOGIES, INC.
By: /s/ Terry R. Gibson	By: /s/ Andy Fatholalli
Terry R. Gibson, President	Andy Fatholalli, President

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

EXHIBIT A

“Marks”

MARKS WITH “IGO” **United States and Foreign Trademarks – Active Only**	
Mark, Jurisdiction, Goods and International Class(es)	**Reg. No.**
IGO POWER YOUR POSSIBILITIES	**N/A**
IGO GREEN ® **U.S.A.**	**4,268,775**
IGO ™ **International Registration**	**1096064**
IGO ™ **International Registration**	**1096064**
IGO ™ **International Registration**	**1096064**
IGO ™ **International Registration**	**1096064**
IGO ™ **International Registration**	**1096064**
IGO ™ **International Registration**	**1096064**
IGO ™ **Thailand**	**N/A**
IGO ™ **South Africa**	**2011/14322**
IGO ™ **India**	**N/A**
IGO ™ **Brazil**	**N/A**
IGO ™ **Brazil**	**N/A**
IGO ™ **Brazil**	**N/A**
IGO ™ **Canada**	**N/A**
IGO ™ **U.S.A.**	**4,269,919**

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

MARKS WITH “IGO” United States and Foreign Trademarks – Active Only	
Mark, Jurisdiction, Goods and International Class(es)	**Reg. No.**
® **International Registration** designating **Australia and Euro. Union (CTM)**	**1048365**
® **U.S.A.**	**3,827,419**
U.S.A.	**4,060,783**
® **International Registration** designating **Australia and Euro. Union (CTM)**	**1028788**
® **U.S.A.**	**3,783,726**
IGO **China**	**6985508**
IGO GREEN ® **U.S.A.**	**3,720,005**
IGO ® **European Union (CTM)**	**005882626**
IGO ® **U.S.A.**	**3,541,016**

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MARKS WITH “IGO” United States and Foreign Trademarks – Active Only	
Mark, Jurisdiction, Goods and International Class(es)	**Reg. No.**
IGO ITIPS ® **Australia**	**1039427**
IGO ® **U.S.A.**	**3,344,693**
IGO ® **European Union (CTM)**	**004060612**
IGO ™ **Mexico**	**N/A**
IGO ™ **Brazil**	**N/A**
IGO ™ **Argentina**	**N/A**
IGO ® **Chile**	**949459**
IGO ® **Croatia**	**Z20061690A**
IGO ® **Romania**	**91572**
IGO ® **U.S.A.**	**3,039,726**
IGO ® **European Union (CTM)**	**003058393**
IGO WALLPOWER ® **European Union (CTM)**	**004061446**
IGO AUTOPOWER ® **European Union (CTM)**	**004060695**
IGO DUALPOWER ® **European Union (CTM)**	**004060761**
IGO DUALPOWER ® **U.S.A.**	**2,954,600**
IGO AUTO/AIRPOWER ® **European Union (CTM)**	**004060729**
IGO EVERYWHEREPOWER ® **European Union (CTM)**	**004060661**
IGO ® **Indonesia**	**IDM000076665**
IGO ® **Thailand**	**Kor232211**
IGO ® **Taiwan**	**1170667**
IGO ® **European Union (CTM)**	**004056818**
IGO ® **Mexico**	**947652**
IGO ® **Russian Federation**	**352789**
IGO ® **India**	**1297416**

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

MARKS WITH "IGO"

United States and Foreign Trademarks – Active Only

Mark, Jurisdiction, Goods and International Class(es)	Reg. No.
IGO ™ South Africa	2004/11910
IGO ® Singapore	T04/11487J
IGO ® Israel	173409
IGO ® Japan	4996794
IGO ® Australia	1010212
IGO ® Canada	TMA651512
IGO ® U.S.A.	2,951,638
® Canada	TMA573247
IGO ® India	881388
IGO ® Canada	TMA553824
IGO ® Taiwan	139217
IGO ® Japan	4471327
IGO ® South Korea (Republic of Korea)	71059
IGO ® Switzerland	486990
IGO ® Mexico	721127
IGO ® European Union (CTM)	001314996
IGO ® U.S.A.	2,407,905
IGO.COM ® Japan	4471328
IGO.COM ® European Union (CTM)	001315225
IGO.COM ® U.S.A.	2,405,382
IGO ® U.S.A.	2,160,151
IGO ® U.S.A.	2,086,551

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

EXHIBIT B

“Inventory”

A. Other Retail Inventory

SKU	Product Description	Total Qty O/H 12/20/13	Estimated Retail Value	Inventory Purchase Price
AC05123-0001	Micro Sync Cable	3070	$[***]	$[***]
BN00289-0001	MICROJUICE USB AUTO CHARGER,IGO, US, BUNDLED WITH MICRO USB CABLE	1184	$[***]	$[***]
BN00289-0003	MICROJUICE USB AUTO CHARGER,IGO, US, BUNDLED WITH APPLE BLACK USB CABLE	207	$[***]	$[***]
BN00289-0008	MICROJUICE USB AUTO CHARGER, BUNDLED WITH IGO USB TIP CABLE, US	205	$[***]	$[***]
BN00289-0012	POWER PRODUCT, MICROJUICE AUTO,IGO,WITH APPLE BLACK CABLE, CAN	0	$[***]	$[***]
BN00289-0013	MICROJUICE USB AUTO CHARGER, BUNDLED WITH IGO USB TIP CABLE, CAN	0	$[***]	$[***]
BN00293-0001	MICROJUICE USB WALL CHARGER,IGO, US, BUNDLED WITH MICRO USB CABLE	2607	$[***]	$[***]
BN00293-0003	MICROJUICE USB WALL CHARGER,IGO, US, BUNDLED WITH APPLE BLACK USB CABLE	3085	$[***]	$[***]
BN00293-0006	MICROJUICE USB WALL Charger bundled with iGo USB tip cable, US	4085	$[***]	$[***]
BN00293-0011	POWER PRODUCT, MICROJUICE WALL, IGO, US, WITH MICRO USB CABLE, CAN	0	$[***]	$[***]
BN00293-0013	BUNDLE, MICROJUICE WALL WITH 6 PIN CABLE, IGO, CAN	796	$[***]	$[***]
BN00315-0001	CHARGE ANYWHERE II WITH APPLE CABLE (BLACK), US	9288	$[***]	$[***]
BN00315-0002	CHARGE ANYWHERE II WITH APPLE CABLE, EMEA	0	$[***]	$[***]
BN00315-0003	POWER PRODUCT, CHARGE ANYWHERE II, VZ, BULK	4388	$[***]	$[***]
PS00285-0001	Wall Charger for Apple iPod, iPhone or iPad	460	$[***]	$[***]
PS00285-0005	Wall Charger for Apple iPod, iPhone or iPad, EMEA	492	$[***]	$[***]
PS00285-0008	Wall Charger for Apple iPod, iPhone or iPad, CA	0	$[***]	$[***]
PS00286-0001	Car Charger for iPod, iPhone or iPad	3605	$[***]	$[***]
PS00286-0005	Car Charger for iPod, iPhone or iPad, EMEA	7074	$[***]	$[***]
PS00289-0002	Power Product, Microjuice USB Auto Charger, iGo, EU	3493	$[***]	$[***]

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

PS00293-0003	Power Product, Microjuice Wall Charger, iGo , EU	9 9	$[***]	$[***]
PS00302-0001	APPLE WIRED CAR CHARGER, US	29	$[***]	$[***]
PS00302-0002	APPLE WIRED CAR CHARGER, EMEA	214	$[***]	$[***]
PS00303-0001	APPLE WIRED WALL CHARGER, US	0	$[***]	$[***]
PS00303-0002	APPLE WIRED WALL CHARGER, EU	257	$[***]	$[***]
PS00303-0003	APPLE WIRED WALL CHARGER, UK	1444	$[***]	$[***]
PS00304-0001	SMARTPHONE WALL CHARGER, US	158	$[***]	$[***]
PS00304-0002	SMARTPHONE WALL CHARGER, EU	689	$[***]	$[***]
PS00304-0003	SMARTPHONE WIRED WALL CHARGER, UK	3007	$[***]	$[***]
PS00304-1004	SMARTPHONE WALL CHARGER, US, PURPLE	833	$[***]	$[***]
PS00304-1005	SMARTPHONE WALL CHARGER, US, ORANGE	841	$[***]	$[***]
PS00304-1006	SMARTPHONE WALL CHARGER, US, PINK	840	$[***]	$[***]
PS00304-1007	SMARTPHONE WALL CHARGER, US, GREEN	840	$[***]	$[***]
PS00305-0002	Single 1A Auto Charger, EMEA	105	$[***]	$[***]
PS00306-0001	POWER PRODUCT, USB WALL CHARGER, US & EU BLADES, US	1921	$[***]	$[***]
PS00306-0002	POWER PRODUCT, USB WALL CHARGER, EU & UK BLADES, EMEA	388	$[***]	$[***]
PS00308-0001	SMARTPHONE WIRED CAR CHARGER, US	1166	$[***]	$[***]
PS00308-0002	SMARTPHONE WIRED CAR CHARGER, EMEA	3380	$[***]	$[***]
PS00308-1003	SMARTPHONE CAR CHARGER, PURPLE, US	636	$[***]	$[***]
PS00308-1004	SMARTPHONE CAR CHARGER, ORANGE, US	518	$[***]	$[***]
PS00308-1005	SMARTPHONE CAR CHARGER, PINK, US	490	$[***]	$[***]
PS00308-1006	SMARTPHONE CAR CHARGER, GREEN US	532	$[***]	$[***]
PS00310-0002	POWER PRODUCT, DUAL QUICK CHARGE WALL, APPLE, EU	511	$[***]	$[***]
PS00310-0003	POWER PRODUCT, DUAL QUICK CHARGE WALL, APPLE, UK	1677	$[***]	$[***]
PS00311-0001	Power Product, Universal Tablet Wall Charger, US	8421	$[***]	$[***]
PS00311-0002	POWER PRODUCT, UNIVERSAL TABLET WALL CHARGER, EU	372	$[***]	$[***]
PS00311-0003	POWER PRODUCT, UNIVERSAL TABLET WALL CHARGER, UK	1024	$[***]	$[***]
PS00313-0001	Charge Anytime Micro USB	246	$[***]	$[***]
PS00313-0002	POWER PRODUCT, CHARGE ANYTIME, MICRO USB, EMEA	173	$[***]	$[***]

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

PS00314-0001	CHARGE ANYWHERE, APPLE IPAD, US	1833	$[***]	$[***]
PS00314-0002	CHARGE ANYWHERE, APPLE IPAD, EMEA	186	$[***]	$[***]
PS00315-0001	POWER PRODUCT, CHARGE ANYWHERE II	884	$[***]	$[***]
PS00315-0002	POWER PRODUCT, CHARGE ANYWHERE II, EMEA	470	$[***]	$[***]
PS00318-0001	POWER PRODUCT, IGO POWER BANK, 6100, US	520	$[***]	$[***]
PS00318-1001	POWER PRODUCT, IGO POWER BANK, 6100, WHITE	502	$[***]	$[***]
PS00318-1002	POWER PRODUCT, IGO POWER BANK, 6100, GREY	0	$[***]	$[***]
PS00318-1003	POWER PRODUCT, IGO POWER BANK, 6100, PURPLE	552	$[***]	$[***]
PS00318-1005	POWER PRODUCT, IGO POWER BANK, 6100, PINK	203	$[***]	$[***]
PS00318-1007	POWER PRODUCT, IGO POWER BANK, 6100, CYAN	198	$[***]	$[***]
PS00319-0001	POWER PRODUCT, IGO, POWER BANK, 4700, US	6	$[***]	$[***]
PS00319-0002	POWER PRODUCT, IGO, POWER BANK, 4700, US	1060	$[***]	$[***]
PS00319-1001	POWER PRODUCT, IGO, POWER BANK, 4700, WHITE	702	$[***]	$[***]
PS00319-1002	POWER PRODUCT, IGO, POWER BANK, 4700, GREY	0	$[***]	$[***]
PS00319-1003	POWER PRODUCT, IGO, POWER BANK, 4700, PURPLE	553	$[***]	$[***]
PS00319-1005	POWER PRODUCT, IGO, POWER BANK, 4700, PINK	429	$[***]	$[***]
PS00319-1007	POWER PRODUCT, IGO, POWER BANK, 4700, CYAN	345	$[***]	$[***]
PS00320-0001	POWER PRODUCT, IGO, POWER BANK, 3000, US	160	$[***]	$[***]
PS00320-1001	POWER PRODUCT, IGO, POWER BANK, 3000, WHITE	4	$[***]	$[***]
PS00320-1002	POWER PRODUCT, IGO, POWER BANK, 3000, GREY	0	$[***]	$[***]
PS00320-1003	POWER PRODUCT, IGO, POWER BANK, 3000, PURPLE	2	$[***]	$[***]
PS00320-1005	POWER PRODUCT, IGO, POWER BANK, 3000, PINK	1	$[***]	$[***]
PS00320-1007	POWER PRODUCT, IGO, POWER BANK, 3000, CYAN	0	$[***]	$[***]

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

PS00321-0001	ACCESSORY, CABLE, SYNC & CHARGE, LIGHTNING, BLACK	0	$[***]	$[***]
PS00321-0002	ACCESSORY, CABLE, SYNC & CHARGE, LIGHTNING, BLACK, EMEA	1092	$[***]	$[***]
PS00322-0001	2.4A CAR CHARGER, LIGHTNING WIRED, WHITE & BLUE, IGO, US	3174	$[***]	$[***]
PS00322-0002	2.4A CAR CHARGER, LIGHTNING WIRED, WHITE & BLUE, IGO, EMEA	386	$[***]	$[***]
PS00323-1001	POWER PRODUCT, IGO, CAR CHARGER, USB V2, WHITE, US	1356	$[***]	$[***]
PS00323-1002	POWER PRODUCT, IGO, CAR CHARGER, USB V2, BLACK, US	1426	$[***]	$[***]
PS00323-1003	POWER PRODUCT, IGO, CAR CHARGER, USB V2, PURPLE, US	1489	$[***]	$[***]
PS00323-1005	POWER PRODUCT, IGO, CAR CHARGER, USB V2, PINK, US	1633	$[***]	$[***]
PS00324-1001	POWER PRODUCT, IGO, AC CHARGER, USB V2, WHITE, US	220	$[***]	$[***]
PS00324-1002	POWER PRODUCT, IGO, AC CHARGER, USB V2, BLACK, US	536	$[***]	$[***]
PS00324-1003	POWER PRODUCT, IGO, AC CHARGER, USB V2, PURPLE, US	704	$[***]	$[***]
PS00324-1005	POWER PRODUCT, IGO, AC CHARGER, USB V2, PINK, US	524	$[***]	$[***]
PS00342-0002	2.4A Wall Charger, Lightning wired, EMEA	0	$[***]	$[***]

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

B. Liquidation Inventory

SKU	Product Description	Total Qty O/H 12/20/13	Estimated Retail Value	Inventory Purchase Price
AC00490-0003	Accessory, Travel Adapter, iGo, US/CA	1000	$[***]	$[***]
AC00491-0001	ACCESSORY, TRAVEL PLUGS, IGO, US	2235	$[***]	$[***]
PS00132-2010	90W GREEN AC (DURANGO), IGO, CANADA, 2.1A USB	480	$[***]	$[***]
PS00136-0009RF	Power Product, Mini Laptop Charger, iGo, US	35	$[***]	$[***]
PS00136-2014	POWER PRODUCT, MINI LAPTOP CHARGER, IGO, CANADA, 2.1A USB	378	$[***]	$[***]
PS00136-2015	Power Product, Mini Laptop Charger, IGO, EU	472	$[***]	$[***]
PS00136-2016	Power Product, Mini Laptop Charger, IGO, UK	645	$[***]	$[***]
PS00137-0009RF	POWER PRODUCT, 90W VALUE AC, IGO, RETURNED SKU, US	128	$[***]	$[***]
PS00137-2008	POWER PRODUCT, 90W VALUE AC, IGO, EU	2011	$[***]	$[***]
PS00137-2009	POWER PRODUCT, 90W VALUE AC, IGO, UK	3804	$[***]	$[***]
PS00139-2007	POWER PRODUCT, IGO, UNIVERSAL 65W, US	0	$[***]	$[***]
PS00139-2008	POWER PRODUCT, IGO, UNIVERSAL 65W, EU/UK	1493	$[***]	$[***]
PS00284-0001	Apple Sync Cable, US	7	$[***]	$[***]
PS00286-0004	Car Charger for iPod, iPhone or iPad, US (bulk)	899	$[***]	$[***]
PS00300-0001	Apple iPhone Sync USB Cable Black, iGo, US	1483	$[***]	$[***]
PS00300-0002	Apple iPhone Sync USB Cable Black, iGo, EMEA	2037	$[***]	$[***]
PS00304-0008	Smartphone Wall Charger Bulk, Blk & Blue	1996	$[***]	$[***]
PS00312-0002	CHARGE ANYTIME, APPLE IPOD IPHONE, EMEA	870	$[***]	$[***]
PS00316-0001	Sync & Charge MFI (Apple) tip with cable	849	$[***]	$[***]
PS00316-0002	Sync & Charge MFI (Apple) tip with cable, EU	3400	$[***]	$[***]
PS00317-0001	UNIVERSAL TABLET CAR CHARGER, US	1794	$[***]	$[***]
PS00317-0003	Universal Tablet Car Charger, V2, EMEA	1458	$[***]	$[***]

C. Walmart Inventory

SKU	Product Description	Total Qty O/H 12/20/13	Estimated Retail Value	Inventory Purchase Price
PS00136-2007*	Power Product, Mini Laptop Charger, iGo, US	1754	$[***]	$[***]
PS00137-2007*	POWER PRODUCT, 90W VALUE AC, IGO, US	6524	$[***]	$[***]

**Note: When this item sold to customer other than Walmart, [***]% royalty applies*

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

EXHIBIT C

"Net Profits"

Existing Walmart SKU	Product Description	Licensor Product Cost	Licensee Product Cost	Licensee SGA Expense
550002283 (PS00136-2007)	IGO 90W MINI CHARGER	$[***]	$[***]	$[***]
550423286 (PS00137-2007)	IGO VALUE CHARGER	$[***]	$[***]	$[***]

All amounts reflected on a per product basis.

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

Schedule 6.5

Licensor’s Brand Guidelines

[***]: CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED INFORMATION.

EXHIBIT 31.1

CERTIFICATION

I, Terry R. Gibson, certify that:

1. I have reviewed this Annual Report on Form 10-K of iGo, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 20, 2014

/s/ Terry R. Gibson
Terry R. Gibson
President, Chief Executive Officer and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

The undersigned, the Chief Executive Officer and the Principal Financial Officer of iGo, Inc. (the "Company"), certifies that, to his knowledge, on the date of this certification:

1. The annual report of the Company for the period ending December 31, 2013 as filed with the Securities and Exchange Commission on this date (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 20, 2014

/s/ Terry R. Gibson
Terry R. Gibson
President, Chief Executive Officer and Chief Financial Officer

This certification accompanies this Annual Report on Form 10-K pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.