

12-18-2000

Client Code: ARINDUS.048GEN



VER SHEET

11-21-00

TO THE ASSISTANT COMMISSIONER C

101554383

the attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

ARI ACQUISITION CORP.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: California
- Other:

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and address of receiving party(ies):

Name: AR INDUSTRIES, INC.
Street Address: 9393 Gateway
City: Reno **State:** NV **ZIP:** 89511

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: California
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?

Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) January 11, 2000

4. Application numbers or registration numbers:

a. Trademark Application Nos:
 75/100,911 75/698,415
 75/442,258 75/705,232
 75/442,259 76/037,214

b. Trademark Registration Nos:
 1,685,749 2,088,954
 1,909,226 2,098,743
 1,920,847 2,122,739
 1,949,203 2,229,196
 2,030,468 2,346,416
 2,075,505

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Diane M. Reed
 KNOBBE, MARTENS, OLSON & BEAR, LLP
 Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach **State:** CA **ZIP:** 92660
Attorney's Docket No.: ARINDUS.048GEN

7. Total fee (37 CFR 3.41): \$ 440

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications & registrations involved: 17

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Diane M. Reed
Name of Person Signing

Signature

Date

11/16/2000

Total number of pages including cover sheet, attachments and document: 12

Main documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

H:\DOCS\DMR\DMR-4180.DOC
111600

TRADEMARK
REEL: 002196 FRAME: 0182

A0539457

AGREEMENT OF MERGER
OF
AR INDUSTRIES, INC.
AND
ARI ACQUISITION CORP.

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JAN 11 2000

BILL JONES, Secretary of State

This Agreement of Merger, dated as of January 11, 2000 ("Merger Agreement"), is made and entered into by ARI Acquisition Corp., a California corporation (the "Sub" or the "Surviving Corporation") and wholly-owned subsidiary of iGo Corporation, a Delaware corporation ("iGo"), and AR Industries, Inc., a California corporation ("ARI").

WITNESS TO:

WHEREAS, iGo directly owns all of the outstanding shares of stock of Sub;

WHEREAS, the Constituent Corporations, iGo and the shareholders of ARI (the "ARI Shareholders") have previously entered into an Agreement and Plan of Reorganization (the "Reorganization Agreement") providing for certain representations, warranties and agreements in connection with the transactions contemplated herein; and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and in the best interests of the shareholders of the Constituent Corporations that ARI be acquired by the Sub through a merger of ARI with and into Sub (the "Merger").

NOW, THEREFORE, the Constituent Corporations hereby agree as follows:

ARTICLE 1

The Constituent Corporations

1. ARI.

(a) ARI was incorporated under the laws of the State of California on November 9, 1993.

(b) At the date hereof, ARI is authorized to issue an aggregate 51,000,000 shares of Capital Stock ("ARI Capital Stock").

(c) At the date hereof, the total number of outstanding shares of ARI stock was 115,315 shares of ARI Capital Stock.

1.2 Sub.

(a) Sub was incorporated under the laws of the State of California on December 3, 1999.

(b) Sub is authorized to issue an aggregate of 25,000,000 shares of Common Stock, with par value of \$0.001 ("Sub Common Stock").

(c) As of the date hereof, an aggregate of 1,000 shares of Sub Common Stock are outstanding, all of which are owned by iGo.

ARTICLE 2

The Merger

2.1 Effective Time of the Merger.

(a) Unless terminated as provided in the Reorganization Agreement, this Merger Agreement, along with certificates meeting the requirements of Section 1103 of the California Corporations Code ("CCC") shall be filed with the Secretary of State of the State of California. Upon such filings, the Merger shall become effective (the "Effective Time").

(b) At the Effective Time, ARI shall be merged into Sub and the separate corporate existence of ARI shall thereupon cease. Sub shall be the Surviving Corporation in the Merger and the separate corporate existence of Sub, with all its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

2.2 Surviving Corporation.

(a) The Surviving Corporation shall succeed to all of the rights, privileges, powers, immunities and franchises of ARI, all of the properties and assets of ARI and all of the debts, choices in action and other interests due or belonging to ARI and shall be subject to, and responsible for, all of the debts, liabilities and obligations of ARI with the effect set forth in the CCC.

(b) If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, properties or assets of ARI acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or to otherwise carry out this Merger Agreement, the officers and directors of the Surviving Corporation shall and will be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or

otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Merger Agreement.

ARTICLE 3

Articles of Incorporation, Bylaws, And Directors And Officers Of The Surviving Corporation

3.1 Articles. The Articles of Incorporation of Sub in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until amended as provided by law; except that Article shall be hereby amended to read in full as follows:

"ARTICLE I

The name of this corporation is AR Industries, Inc. (the "Corporation")."

3.2 Bylaws. The Bylaws of Sub in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until amended as provided by law.

3.3 Directors and Officers. The directors and officers of Sub shall be the directors and officers of the Surviving Corporation at and after the Effective Time, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

3.4 Name of Surviving Corporation. From and after the Effective Time, the name of the Surviving Corporation shall be "AR Industries, Inc."

ARTICLE 4

Manner and Basis Of Converting Shares Of The Constituent Corporations

4.1 Effect on Capital Stock of ARI and Surviving Corporation. As of the Effective Time, by virtue of the Merger and without any action on the part of the ARI shareholders:

(a) Conversion of ARI Capital Stock.

1. The maximum number of shares of Common Stock of iGo, \$0.001 par value per share ("iGo Common Stock") to be issued by iGo in connection with the Merger (the "Merger Securities") shall be two hundred seventy-nine thousand one hundred sixty-seven (279,167).

2. At the Effective Time, ARI Shareholders will collectively be entitled to receive from iGo in consideration of the cancellation and conversion of all shares of the Capital Stock of ARI (the "ARI Capital Stock"), an aggregate of (a) \$750,000 in cash (the "Merger Cash") payable in accordance with the provision of Section 4.2(a) of this Agreement, and (b) the Merger Securities (subject to the portion thereof deposited into escrow pursuant to Section 4.2(d) below for certain of the ARI Shareholders). Each ARI Shareholder will receive a pro rata portion as provided in Section 4.2 below.

3. At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of capital stock of ARI, issued and outstanding immediately prior to the Effective Time will be converted into the right to receive the number of shares of iGo Common Stock as determined by a ratio (the "Exchange Ratio"), the numerator of which is the maximum number of Merger Securities and the denominator of which is equal to the number of shares of ARI Common Stock outstanding as of the Effective Time.

(b) Cancellation of ARI Stock. Each share of ARI Capital Stock which, immediately prior to the Effective Time, was issued and held in the treasury of ARI or was issued and outstanding and held by ARI or any subsidiary of ARI will be cancelled or retired and no issuance of Merger Securities or other payment will be made with respect thereto.

(c) Dissenters' Rights of ARI Shareholders. Notwithstanding anything in this Agreement to the contrary, there are no shares of ARI Capital Stock which constitute dissenting shares under Section 1300(b) of the CCC, as all ARI Shareholders have voted in favor of the Merger.

(d) Fractional Shares. Neither certificates nor scrip for fractional interests in the Merger Securities issued pursuant hereto will be issued, but in lieu thereof each holder of shares of ARI Stock who would otherwise have been entitled to a fraction of a share of iGo Common Stock will be paid an amount in cash equal to such fraction multiplied by twelve dollars (\$12.00) (the "Merger Price").

(e) Shares of Surviving Corporation. The issued and outstanding shares of Surviving Corporation shall remain outstanding and are not affected by the Merger.

4.2 Delivery of Merger Consideration and Exchange of Certificates.

(a) Merger Consideration. iGo shall pay to the ARI Shareholders, via wire transfer to a single bank account designated by Rod Hosilyk and Kevin Prince as the representatives of the ARI Shareholders, the Merger Cash at the Effective Time. Each ARI Shareholder shall be entitled to its pro rata percentage (the "Pro Rata Portion") of each installment of the Merger Cash, calculating by dividing (x) such person's aggregate holdings of ARI Capital Stock immediately prior to the effective time by (y) all shares of ARI Capital Stock outstanding immediately prior to the Effective Time. Upon delivery of the Merger Cash to the designated bank account, neither iGo or Sub or ARI shall have any further responsibility for insuring that a particular ARI Shareholder receives their Pro Rata Portion of the Merger Cash.

(b) Exchange Agent. US Stock Transfer Corporation is hereby authorized to act as Exchange Agent (the "Exchange Agent") hereunder. As soon as practicable following the Effective Time, iGo will issue and deliver to the Exchange Agent certificates ("New Certificates") representing a sufficient number of shares of iGo Common Stock for issuance pursuant to Sections 4.1(a) and 4.2(d) hereof.

(c) Notice. As soon as practicable after the Effective Time, the Exchange Agent will send written notice to each record holder of certificates representing shares of ARI Stock converted pursuant to Section 4.1(a) hereof ("Old Certificates") of the manner and basis for exchanging Old Certificates for New Certificates.

(d) Exchange Procedures. Upon surrender for cancellation to the Exchange Agent of one or more Old Certificates, accompanied by a duly executed letter of transmittal in proper form, the Exchange Agent will, as promptly as practicable, deliver to each holder (other than Rod Hosilyk and Kevin Prince) of such surrendered Old Certificates, New Certificates representing the holder's pro rata portion of the Merger Securities to which the holders of ARI Capital Stock are entitled pursuant to Section 4.1(a) hereof, together with checks for payment of cash in lieu of fractional interests to be issued in respect of the Old Certificates. The foregoing sentence shall apply to Rod Hosilyk and Kevin Prince except that the New Certificates received by them will be decreased to the extent of their respective proportional interests (as between each of them based upon their respective holdings of ARI Common Stock immediately prior to the Closing) in the shares escrowed pursuant to this paragraph and Article X of the Reorganization Agreement. iGo will deliver to the Exchange Agent when required, cash sufficient to settle the payment for fractional interests. Twenty-Seven Thousand Nine Hundred Seventeen (27,917) shares of the Merger Securities to which Rod Hosilyk and Kevin Prince are entitled will be deposited into an escrow account to satisfy certain indemnification obligations of such ARI Shareholders in accordance with Article X of the Reorganization Agreement.

(e) Unexchanged Shares. Until Old Certificates have been surrendered and exchanged as herein provided for New Certificates, each outstanding Old Certificate will be deemed for all corporate purposes of iGo, other than the payment of dividends or any distributions, to evidence ownership of the number of shares of iGo Common Stock into which the number of shares of ARI Capital Stock shown thereon have been converted pursuant to Section 4.1(a) hereof. No dividends or other distributions declared on iGo Common Stock will be paid to persons otherwise entitled to receive the same until the Old Certificates have been surrendered in exchange for New Certificates in the manner herein provided, but upon such surrender, such dividends or other distributions will be paid to such persons in accordance with the terms of such securities. In no event will the persons entitled to receive such dividends or other distributions be entitled to receive interest on such dividends or other distributions. From and after the Effective Time, iGo will, however, be entitled to treat Old Certificates which have not yet been surrendered for exchange as evidencing the ownership of the number of shares of iGo Common Stock into which the shares of ARI Capital Stock represented by such Old Certificates will have been converted, notwithstanding any failure to surrender such Old Certificates.

(f) Transfer Taxes. No transfer taxes will be payable by any shareholder of ARI in connection with the exchange of Old Certificates for New Certificates, except that if any New Certificate is to be issued in a name other than that in which the Old Certificate surrendered in exchange therefor is registered, it will be a condition of such exchange that the person requesting such exchange will pay to the Exchange Agent any transfer or other taxes required by reason of the issuance of the New Certificate in a name other than the registered holder of the Old Certificate, or will establish to the satisfaction of the Exchange Agent that such tax has been paid or is not applicable.

(g) Termination of Exchange Agent. In the event that the appointment of the Exchange Agent is terminated, following such termination, Old Certificates will be surrendered to, and New Certificates delivered by, iGo or its agent. If outstanding Old Certificates are not surrendered prior to two years after the Effective Time (or, in any particular case, prior to such earlier date on which dividends or other distributions, if any, would otherwise escheat to or become the property of any governmental unit or agency), the amount of dividends and other distributions, if any, which have become payable and which thereafter become payable on Merger Securities evidenced by such Old Certificates as provided herein will, to the extent permitted by applicable law, become the property of the Surviving Corporation (and, to the extent not in its possession, will be paid over to it by iGo), free and clear of all claims or interest of any person previously entitled thereto.

ARTICLE 5

Termination and Amendment

5.1 Notwithstanding the approval of this Merger Agreement by the shareholders of ARI and the shareholders of Sub, this Merger Agreement may be terminated at any time prior to the Effective Time of the Merger by mutual agreement of the Boards of Directors of ARI and Sub.

5.2 Notwithstanding the approval of this Merger Agreement by the shareholders of ARI and the shareholders of Sub, this Merger Agreement shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

5.3 In the event of the termination of this Merger Agreement as provided above, this Merger Agreement shall forthwith become void and there shall be no liability on the part of either ARI or Sub or their respective officers or directors, except as otherwise provided in the Agreement and Plan of Reorganization.

5.4 This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the respective Boards of Directors of iGo, Sub and ARI or by their respective officers duly authorized by such Boards of Directors by an appropriate written instrument executed at any time prior to the Effective Time; provided, however, that any amendment of a principal term must be approved by the shareholders.

IN WITNESS WHEREOF, the parties have duly executed this Merger Agreement as of the date first written above. This Merger Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, shall constitute one and the same document.

AR INDUSTRIES, INC.,
a California corporation

By: *R.S. Holby*
President and Secretary

IN WITNESS WHEREOF, the parties have duly executed this Merger Agreement as of the date first written above. This Merger Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, shall constitute one and the same document.

ARI ACQUISITION CORP.,
a California corporation

By: *[Signature]*
Senior Vice President and Secretary

196524/2

RECEIVED TIME MAY. 3. 4:04PM

- 8 -

PRINT TIME MAY. 3. 4:08PM


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OFFICER'S CERTIFICATE**OF****ARI ACQUISITION CORP.**
(Surviving Corporation)

Mick Delargy hereby certifies that:

1. He is the Senior Vice President and Secretary of ARI Acquisition Corp., a California corporation (the "Company").
2. The number of outstanding shares of the Company is 1,000 shares of Common Stock.
3. The principal terms of the Agreement of Merger in the form attached hereto was duly approved by the Company's Board of Directors and by the number of shares which equaled or exceeded the vote required.
4. The percentage vote required is more than 50% of the Common Stock.
5. No vote of the shareholders of iGo Corporation, the parent corporation of the Company, was required.

The undersigned declares under penalty of perjury under the laws of the State of California that the matters set forth in the foregoing Certificate are true and correct of his own knowledge. Executed on January 10, 2000.


Mick Delargy, Senior Vice President
and Secretary

196524/2

RECEIVED TIME MAY. 3. 4:04PM

PRINT TIME MAY. 3. 4:08PM

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OFFICER'S CERTIFICATE

OF

AR INDUSTRIES, INC.
(Disappearing Corporation)

Rod Hosilyk hereby certifies that:

1. He is the President and Secretary of AR Industries, Inc., a California corporation (the "Company").
2. The number of outstanding shares of the Company is 115,115 shares of Common Stock.
3. The Agreement of Merger in the form attached hereto was duly approved by the Company's Board of Directors and by the number of shares of Common Stock which equaled or exceeded the vote required.
4. The percentage vote required is more than 50% of the Common Stock.

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the matters set forth in the foregoing Certificate are true and correct of his own knowledge. Executed on January 10, 2000.



Rod Hosilyk, President and Secretary



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RECEIVED TIME MAY. 3. 4:04PM

PRINT TIME MAY. 3. 4:08PM

RECORDED: 11/21/2000

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