

SKULLCANDY, INC.

FORM 10-K (Annual Report)

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**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 001-35240

SKULLCANDY, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of
Incorporation or Organization)

1441 West Ute Boulevard, Suite 250
Park City, Utah

(Address of principal executive offices)

56-2362196

(I.R.S. Employer
Identification Number)

84098

(Zip Code)

Registrant's telephone number, including area code: (435) 940-1545

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

Title of Class

Common Stock, \$0.0001 par value per share

Name of Exchange on which registered

The NASDAQ Global Market

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 website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulations 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 (§ 229.405 of this chapter) 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.

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 Act). Yes No

As of June 28, 2013, the last business day of the registrant's most recently completed second quarter, the aggregate value of the registrants common stock held by non-affiliates was approximately \$97,195,000.

As of March 10, 2014, there were 27,778,248 shares of the registrant's common stock, par value \$0.0001, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Proxy Statement for the Annual Meeting of Shareholders to be held May 14, 2014 are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated.

SKULLCANDY, INC.
ANNUAL REPORT ON FORM 10-K
For Fiscal Year Ended December 31, 2013

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PART I

Item 1. Business



This annual report contains forward-looking statements. The words “may,” “will,” “plan,” “believe,” “expect,” “anticipate,” “intend,” “estimate” and other expressions that are predictions of or indicate future events and trends and that do not relate to historical matters identify forward-looking statements. Although forward-looking statements reflect our current views, reliance should not be placed on forward-looking statements because they involve known and unknown risks, uncertainties and other factors, which may cause the actual results, performance or achievements to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking statements. Forward-looking statements speak only as of the date the statements are made. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events, changed circumstances or otherwise. These forward-looking statements are subject to numerous risks and uncertainties, including the risks and uncertainties described under “Risk Factors” in Item 1A of this Form 10-K, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and elsewhere in this Form 10-K. We qualify all of our forward-looking statements by these cautionary statements.

Overview

We are the original lifestyle and performance audio brand inspired by the creativity and irreverence of youth culture. We design, market and distribute audio and gaming headphones, earbuds, speakers and other accessories under the Skullcandy, Astro Gaming and 2XL by Skullcandy brands. We launched in 2003 and quickly became an international audio brand by bringing innovation, bold color, character and performance to an otherwise monochromatic audio space. Our products are sold and distributed through a variety of channels in the U.S. and approximately 80 countries worldwide. We offer a wide array of styles and price points and are expanding into complementary audio products and categories such as sports performance, women's and Bluetooth™ offerings, as well as partnerships with leading manufacturers to license our brand and enhance audio quality.

We pioneered the distribution of headphones in specialty retailers focused on action sports and the youth lifestyle, such as Zumiez, Tilly's and hundreds of independent snow, skate and surf retailers. Through this channel we reach consumer influencers, individuals who help establish and maintain the credibility and authenticity of our brand. Building on this foundation, we have successfully expanded our distribution to leading consumer electronics, sporting goods, mobile phone and big box retailers such as Best Buy, Dick's Sporting Goods, AT&T Wireless and Target.

We also produce and market gaming headphones. We acquired Astro Gaming in April 2011 as part of our strategy to position ourselves in the premium end of the gaming category with a leading, authentic brand. Astro Gaming is based in San Francisco, California and develops and markets high-performance, feature-rich products to dedicated gamers, through both the direct-to-consumer channel and through a growing global network of retailers.

We were incorporated in Delaware in 2003. Our principal executive offices are located at 1441 West Ute Boulevard, Suite 250, Park City, Utah 84098, and our telephone number is (435) 940-1545. Our principal website address is www.skullcandy.com. Information contained on our website does not constitute part of, and is not incorporated by reference into, this annual report.

Corporate Information

This annual report on Form 10-K contains references to our trademarks Skullcandy®, Ink'd®, 2XL®, and our skull logo. All other trademarks or trade names referred to in this prospectus are the property of their respective owners.

Our Competitive Strengths

We believe that the following strengths differentiate us from our competitors.

Leading, Authentic Lifestyle Brand. Skullcandy fuses music, art, fashion and sports, all of which permeate youth culture, into our products. Our brand symbolizes a fun, young and irreverent lifestyle combined with creativity for an active consumer. We believe the power of our brand can drive strong market share.

Brand Authenticity Reinforced Through High Impact Sponsorships. We were one of the first headphone brands to sponsor leading athletes, DJs, musicians, artists and events within sports and the indie and hip-hop music genres. We partner with leading athletes such as NBA all-stars Kevin Durant, Derrick Rose, Kyrie Irving and James Harden, three-time world champion surfer Mick Fanning, X-Games gold medalists, and Olympians Mark McMorris and Bobby Brown, international skateboarders Eric Koston and Sean Malto as well as NFL great Stevie Johnson and numerous other musicians, athletes, models and youth culture influencers. These ambassadors embody the brand and also provide us with trend and product ideas.

Track Record of Innovation. Skullcandy was founded on innovation and bases its products on materials, technologies and processes. We have significant product and innovation capabilities with our in-house product development and advanced concepts engineering team, or ACE. Our leading innovations include the following: Crusher technology which recreates the experience of feeling soundwaves at a live concert, and being more immersed through tactile vibrations in all forms of entertainment such as television, movies and gaming; Sticky Gel and Fix technologies, which provide ultra secure fit and comfort so earbuds "never fall out"; and Off-Axis technology, which provides for enhanced sound quality and fit. We focus on disruptive innovations that change how our constantly connected influencer consumer experiences audio entertainment. We have also engineered and incorporated Skullcandy Supreme Sound, our proprietary and patent pending audio profile, into our product designs.

Targeted Distribution Model. We control the distribution and mix of our products to protect our brand and authenticity. We pioneered the distribution of headphones in specialty retailers focused on action sports and the youth lifestyle. Building on this foundation, we have successfully expanded our distribution to leading consumer electronics, sporting goods, mobile phone and big box retailers.

Proven Management Team and Deep-Rooted Company Culture. We have assembled a proven and talented management team that is led by Hoby Darling, our President and Chief Executive Officer, who joined the Company in March 2013 and brings deep brand, product and distribution expertise having previously worked with leading brands including Nike, Converse and Volcom. Our management team shares a passion for music, art, film, sports and overall youth culture, and possesses substantial experience in product development, marketing, merchandising, digital operations and finance. Our culture and brand image enable us to successfully attract and retain highly talented employees who share our passion for innovation, creativity, sports and youth culture.

Financial Information About Segments and Geographic Regions

Information regarding our segments and the geographic areas in which we operate is contained in Note 8 to our Consolidated Financial Statements for the two years ended December 31, 2013 (full year data for the year ended December 31, 2011 is unavailable).

Our Products

Overview

We currently focus our product offerings in two overall categories: audio entertainment and gaming. We market products in each of these categories implementing a multi-brand, multi-segment strategy that enables us to reach new consumer segments and enhance our product segmentation across various sales channels. Audio entertainment products represented 85.2% of consolidated net sales and gaming headphones represented 14.8% of consolidated net sales for the year ended December 31, 2013.

Audio

Our lifestyle audio headphone product offerings have evolved from one model in 2003 to over 25 headphone models as of December 31, 2013, plus Bluetooth™ speakers, sports performance, and women's offerings, as well as licensing partnerships for computers, apparel and other accessories. Our audio headphone products represented approximately 97% of our audio net sales in the year ended December 31, 2013 while accessories, apparel and Bluetooth™ speakers represent 3% of total audio net sales as of December 31, 2013. Many of our headphone models include in-line microphones and volume control buttons compatible with the latest generation of smartphones. We seek to continually incorporate the latest technology into our product offerings to enhance performance, functionality and audio fun.

Gaming

Our gaming headphone products include products under the Astro Gaming brand and the Skullcandy Gaming brand. Astro Gaming markets high-performance and feature-rich products for dedicated gamers. The brand's flagship product, the A50, is a \$300 wireless Dolby Headphone-enabled 7.1 surround sound gaming headset that integrates KlearNet lossless audio processing to deliver a fully immersive gaming experience. The Skullcandy Gaming brand draws from our unique heritage to

inject lifestyle and street culture into the world of gaming. We developed Skullcandy Gaming to offer a differentiated brand and product experience delivering high-performance gaming headsets developed by Astro Gaming at accessible prices to casual gamers.

Product Design and Development

We are a company built on our passion for product and design innovation. Our success is tied to our ability to consistently deliver innovative and disruptive designs, products, features and benefits to our customers.

Our product design and development teams work closely with our music, sports and other ambassadors, the category management team and with our in-house team of engineers, designers and artists to plan, conceptualize, develop and commercialize our products. Our team is comprised of individuals intimately connected to the Skullcandy culture and lifestyle who incorporate their passion for the brand into their work.

We utilize innovative materials, technologies and processes in the design, development and manufacturing of all of our products. Our design team is continuously identifying and tracking trends in the market and with our ambassadors and influencers that are the most meaningful to a brand and to product-performance conscious consumers. Our engineers and quality teams are dedicated to creating remarkable products that exceed our customers' expectations regarding acoustic performance, fit, comfort, durability and style. We utilize a field testing program along with our athletes, musicians, and influencers to validate assumptions in our conceptualization and planning phases and also to validate our product performance during development.

Our product development team is capable of speed-to-market projects, strategic stage-gate engineering, and hybrid vendor-internally engineered processes for designing, validating and launching new products. By having our industrial design team in-house, working alongside our model and prototyping shop, and our mechanical, acoustic and electrical engineering teams, we are able to reduce the concept-to-market timeline while enhancing our quality, innovation and performance. Our in-house industrial design, engineering, advanced concept engineering and reliability testing teams enable designs to be rapidly created, prototyped and validated quickly before designs are released for commercialization.

Products are generally engineered in-house to our proprietary Supreme Sound audio profile through a collaborative and iterative process. Supreme Sound incorporates a unique balance of low, mid-range and high frequencies to create a signature balanced tonal experience based on attacking bass, natural vocals and precision highs. Through our in-house engineering of the mechanical and acoustic components of our products we are not only able to balance performance, quality and cost, but optimize our products for elevated performance, quality, and margin.

We currently utilize third party contract manufacturers to facilitate the commercialization of our products from tooling through the sampling of products. Our internal reliability testing laboratory is used for mechanical, electrical, chemical, acoustic, transportation and environmental validation and we also utilize third party testing companies for reliability and compliance testing. We are able to closely monitor our production in our foreign vendors' facilities by utilizing our Shenzhen office resources and local staff to support quality, delivery, capacity, and sourcing efforts.

We can typically bring new products from concept to market in 8 to 18 months depending on the technology integration and complexity of the product. In situations where we are launching new products based on existing designs that do not require tooling, we can accelerate the concept-to-market process to approximately 4 to 9 months.

Marketing

Our marketing department employs a multi-pronged marketing strategy that includes sponsorship of athletes, musicians, artists, influencers and events as well as a combination of interactive and traditional advertising. Engaging in activities and marketing initiatives that are organic to our core consumer, strengthens our brand authenticity and creates awareness for new consumers. Our brand authenticity is driven by the Skullcandy and Astro family of athletes, artists, gamers and trendsetters and as well as our ability to provide innovative, trend right product.

As the brand grows globally, we plan to maintain and build on our authenticity, create lasting partnerships and bring music and entertainment deeper into our consumers' lifestyle. We believe that grassroots activation, cultural engagement and creative collaboration will continue to drive the growth of our authentic brands, including Skullcandy, Astro Gaming and 2XL by Skullcandy.

Sponsorships and Brand Ambassadors

We build relationships that run deeper than a traditional sponsorship agreement by seeking to create unique opportunities for each member of the "Skullcandy family." Our athletes, artists, musicians and trendsetters are ambassadors for our brand and we incorporate them into the Skullcandy brand in a way that goes beyond traditional endorsements. High profile ambassadors

include NBA Superstars Kevin Durant, Derrick Rose, Kyrie Irving, James Harden, Andre Iguodala, NFL great Stevie Johnson, as well as action sports stars Mark McMorris, Ryan Dungey, Robbie Maddison, Eric Koston, Sean Malto, Steve Berra, Mick Fanning and Leila Hurst, as well as many other ambassadors and influencers. We also partner with Roc Nation, the company founded by our Board of Director member Jay Brown and "Jay Z" Carter.

We have a contractual relationship with many members of the Skullcandy Family. Our arrangements are designed to incentivize them to maintain a visible profile with our products, while engraining the ambassador in our culture and brand. Our contracts typically have a one to three-year term and grant us a license for the use of names and likenesses, and require the ambassador to maintain exclusive association with our products. Skullcandy ambassadors also give us access to their fans through social media, with posts, images, and mentions on Twitter, Instagram and Facebook. Our sponsored ambassadors and Skullcandy family members wear our products during public appearances, in magazine shoots and on the podium after certain competitive victories. We also provide products for their use or gifting and reimburse certain travel expenses incurred in conjunction with Skullcandy events.

In addition to the brand ambassadors listed above, we have informal relationships with athletes and artists around the world. These athletes and artists support our brand by wearing products and participating in events, social media, advertising, appearances and other marketing activities. We compensate the athletes with whom we do not have contractual relationships by providing them with complimentary merchandise and promoting them on our websites and social media platforms.

Event Sponsorship

We participate in grassroots and major events that support our commitment to our sports and music cultures. Spectators and participants at these events are exposed to and experience our brand through an interactive environment that includes music listening stations, and promotional product giveaways.

Some events we have sponsored include the NBA All-Star weekend and draft, Nike partnerships across basketball and skate, Lululemon Sea Wheeze Half Marathon, Zumiez Couch Tour and the X Games.

Content Creation and Partnerships

Content Creation. We believe that advertising content is an efficient and effective way to reach our target audience. We publish custom videos each year on our Skullcandy YouTube channel. We also maintain an active presence on various social media sites, with an emphasis on Instagram, Facebook and Twitter. Social media allows us to have a direct conversation with our consumers and publish our digital content. We also use social media to promote our events globally and extend the event's energy to those who were unable to attend. We also actively leverage the social media platforms of our athletes, artists and trendsetters.

Our in-house creative media team supports print media placement into endemic magazines that support the lifestyles that we believe are important to our target consumers. The content generated by the in-house team is distributed to and used globally to promote the Skullcandy brand in both print and heavily in the digital space.

Strategic Brand Partnerships. To build on our own branding efforts, we seek to partner with like-minded brands on marketing opportunities. These include brands such as Roc Nation, Nike, Adidas, RedBull, Toyota and Electronic Arts. We believe these brand relationships create leverage and opportunities for us to tell the Skullcandy brand story.

Interactive Media

Websites. Our websites include, *skullcandy.com*, *skullcandy.tv*, *ca.skullcandy.com*, *eu.skullcandy.com*, *uk.skullcandy.com*, *2xl.com*, *astrogaming.com*, *astrogaming.co.uk* and *astrogaming.fr*. These websites are part of our interactive media and e-commerce business strategy where visitors can view videos, listen to music by our sponsored artists, read blog updates on events, athletes, musicians and artists, and shop for Skullcandy, Astro Gaming and 2XL products.

Social Media. We utilize social media, such as Instagram, Facebook and Twitter to enable a direct conversation and connection with our target consumers. We communicate local and national event participation, provide and solicit product feedback, launch brand contests and discuss news about our sponsored athletes, musicians and artists. Similarly, some of our sponsored athletes, musicians and artists use their respective Instagram, Facebook and Twitter accounts to provide endorsements of our products and engage our target consumers with insights as to how they use our products to enhance their sports, art, or lives.

Distribution and Sales

North America. As we have grown our retailer base from independent action sports retailers to large regional and national retailers, we have sought to protect and enhance our brand image by carefully controlling the distribution of our products as well as the product mix we offer to each retailer.

Our specialty retailers include independent retailers focused on action sports and the youth lifestyle, as well as a number of national and regional retailers with an action sports or music orientation, such as Tilly's, Zumiez, Jack's Surfboards, Sno Con and Skate Park of Tampa. These specialty retailers provide a direct connection to our consumer influencers and serve as the platform upon which we develop, reinforce and maintain our reputation as an authentic lifestyle brand. We rely on independent sales representatives to establish and maintain our relationship with these specialty retailers. Our independent sales representatives collaborate with these retailers to develop appropriate product mix and in-store marketing displays that promote our products and brand image. As of December 31, 2013, we utilized 22 independent, commission-based sales representatives that we manage with an in-house team of regional sales managers and directors.

We have a sales and distribution strategy that allows us to build relevant and exclusive products for our specialty retailers while giving us a runway to build demand creation and scale production before launching into large format retailers. This builds our brand authenticity with our specialty retailers while creating a robust product pipeline for the future. Keeping our product mix specialized and focused on solving problems for our consumer is the essence of our sales, marketing, and product strategy. We currently sell into a broad spectrum of retailers, including those focused on consumer electronics, such as Best Buy and Radio Shack, those focused on sporting goods, such as Dick's Sporting Goods and The Sports Authority and large retailers, such as Target and Fred Meyer. We are selective about the national retailers partners that we align with as well as with the product mix we offer to these retailers in order to reinforce our brand positioning as the original performance lifestyle audio brand and leveraging this authenticity. Historically, we have managed our relationships with these large retailers through independent, commission-based sales representatives. However, we continue to build out our team of in-house sales professionals focused on driving the business with our top retailers and connecting our internal sales, marketing and product teams. Our national sales team enables us to improve the frequency and level of interaction with these retailers. Our other large retailers are managed by our regional sales managers through independent sales representatives where we can put the best team in place to meet the needs of our retailers and our business.

North America sales of our products, which primarily consist of Skullcandy and Astro Gaming product sales to customers in the United States, Canada and Mexico (through our joint venture), represented 73.8% of net sales for the year ended December 31, 2013. This excludes North America product sales that were sold from the United States to customers with a "ship to" location outside of North America. During 2013, Best Buy and Target accounted for 10% or more of our net sales. We have entered into vendor program agreements with Best Buy and many of our other large retailers, including Target, that govern the terms of sale, rebates and obligations of each party, but each purchase is typically made on a purchase order basis. None of our retailers have minimum or long-term purchase obligations. If any of our large retailers choose to slow its rate of purchases of our products, decrease its purchases of our products, or no longer purchase our products, our net sales and results of operations could be adversely affected.

International. International sales of our products, which primarily includes Skullcandy product sales to customers in Europe and Asia that are served by our European and Asian operations, represented 26.2% of net sales for the year ended December 31, 2013. This includes product sales that were sold from the United States to customers with a "ship to" location outside of North America. Prior to August 2011, we sold our products internationally almost exclusively through third party distributors. We have relationships with over 20 distributors serving more than 80 countries.

Manufacturing and Sourcing

We do not own any manufacturing facilities and utilize third party manufacturing for all of our products. We do not have any long-term contracts with our existing manufacturers. We procure finished and packaged products from our manufacturers so that we require no subassembly.

During 2013 we utilized approximately ten independent manufacturers throughout Asia. With the consolidation to fewer suppliers we trended toward less dual sourcing and took advantage of product cost savings created by the consolidation. We will continue to focus on geographical diversification of our manufacturing base by working with our key manufacturing partners.

In order to better manage our manufacturers and orders and significantly enhance quality, we have an office in Shenzhen, China. This office provides commercialization support, quality assurance, strategic sourcing support and production control. Our Asia operations group monitors and continually evaluates all manufacturers for quality, delivery, costs, quality systems and social compliance. We believe that the oversight provided by this team enables us to increase quality and enhance delivery performance.

Order Fulfillment and Inventory Management

We entered into a contract with a third party supply chain provider, for use of their distribution facility in Auburn, Washington. This contract expires March 2017. We warehouse and ship nearly all products for North American retailers, distributors, online customers and some international distributors from this facility. We believe we have sufficient capacity at this facility for existing and expected needs.

In January 2012, we opened a new third party distribution center in Tiel, Netherlands with a third party supply chain provider. This facility provides fulfillment for our European customers. In order to further reduce costs and facilitate order fulfillment to our international retailers, we transitioned the inventory from our third party warehouse in Shenzhen, China to a third party logistics facility in Yantian, China in August 2012. Similarly, in February 2013, we moved our Astro Gaming fulfillment and distribution center in Fremont, California to our facility in Auburn, Washington in order to consolidate facilities and realize cost savings.

To assist in our international growth, we partnered with a third party logistics facility in October 2012 to open a facility in Shanghai, China to fulfill the domestic China retail and web orders. We have also further expanded our international distribution network to include Canada and Japan in 2013, partnering with a third party logistics facility in Surrey, BC, Canada and Tokyo, Japan. Both of these facilities went live in 2013. In the past we have experienced increased lead-time from some of our manufacturers in China and we may encounter such increased lead-times in the future. We believe we will be able to compensate for potential inventory shortages with improved supply management and vendor sourcing. Changing economic conditions in China may cause further issues with lead-time. Because we operate on a build-to-forecast model, extended lead-time can cause unexpected inventory shortages or excesses which may reduce our net sales. We are implementing strategies to mitigate some of these risks with various transportation options and multiple services.

Management Information Systems

We utilize an integrated information system called SAP Business ByDesign. This Enterprise Resource Planning, or ERP, software manages purchasing, planning, inventory tracking, financial information, and retail, distributor and direct order fulfillment. SAP Business ByDesign is a hosted solution. All data resides on SAP servers and is accessed over secure internet connections. We currently have electronic integration between our ERP and multiple third party logistics warehouses that manage inventory and fulfillment activities worldwide.

Competition

The consumer electronics industry is highly competitive, with the introduction of new competitors, as well as increased competition from established companies expanding their product portfolio, and rapidly consolidating. We face competition from consumer electronics brands that have historically dominated the headphone market, in addition to sport brand and lifestyle companies that also produce headphone products. These companies include, among others, Sony and Bose as well as established pure-play audio brands, such as Beats by Dr. Dre. These competitors may have significant competitive advantages, including greater financial, distribution, marketing and other resources, longer operating histories, better brand recognition among certain groups of consumers, and greater economies of scale. In addition, these competitors have long-term relationships with many of our larger retailers that are potentially more important to those retailers. As a result, these competitors may be better equipped to influence consumer preferences or otherwise increase their market share by:

- quickly adapting to changes in consumer preferences;
- readily taking advantage of acquisition and other opportunities;
- discounting excess inventory that has been written down or written off;
- devoting greater resources to the marketing and sale of their products, including significant advertising, media placement and product endorsement;
- adopting aggressive pricing policies; and
- engaging in lengthy and costly intellectual property and other legal disputes.

Additionally, the industry in which we compete generally has low barriers to entry that allow the introduction of new products or new competitors at a fast pace. Some retailers have begun to introduce their own private label headphones, which could reduce the volume of product they buy from us, as well as decrease the shelf space they allocate to our products. If we are unable to protect our brand image and authenticity, while carefully balancing our growth, we may be unable to effectively compete with these new market entrants or new products. The inability to compete effectively against new and existing competitors could have an adverse effect on our net sales and results of operations, preventing us from achieving future growth.

Intellectual Property

We utilize the trade name “Skullcandy” and the Skullcandy logo and trademark on our Skullcandy products. We believe that having distinctive marks that are registered and readily identifiable is an important factor in identifying our brand and in

distinguishing our products from those of our competitors. We consider the Skullcandy trademark and our skull logo trademark and copyrighted design to be among our most valuable assets and we have registered these trademarks in 75 countries. We also have many trademark registrations in the U.S. and abroad for Astro Gaming and 2XL, and consistently assess additional registrations across all our brands for our unique and well-known product names and marketing phrases. Each trademark registered with the U.S. Patent and Trademark Office has a duration of ten years and trademarks registered outside of the United States normally have a duration of ten years depending upon the jurisdiction. Trademarks are generally subject to an indefinite number of renewals upon appropriate application.

We value our position as a leader in the lifestyle audio space and have assembled a talented team of designers and engineers that focus on creating innovative new products, technologies, and cutting edge designs that differentiate our products from those of our competitors at key price points. Each new product and project is analyzed from a design and utility perspective to identify new inventive concepts and opportunities for intellectual property protection. We have design patents covering elements of Skullcandy and Astro Gaming products, including our flagship Crusher, Aviator, Navigator and Mix Master headphones, and our popular Hesh 2.0 headphone and our Fix, Smokin Buds 2, and Ink'd 2.0 earbuds for Skullcandy and the A40 and A50 headsets for Astro Gaming. We have been awarded utility patents on certain features and technologies used in some of our products for both Skullcandy and Astro Gaming, including our Fix earbud and Astro MixAmp, and have filed for additional utility and design patents covering both existing and forthcoming products and technologies. These applications are in various stages of examination with intellectual property offices in our key markets. We cannot guarantee that any pending future patent applications we have filed will result in issued patents, or that if patents are issued to us, that such patents will provide meaningful protection against competitors or against competitive technologies.

We also copyright certain graphics and designs in the U.S. and abroad.

Employees

As of December 31, 2013, we had approximately 295 full-time employees. None of our employees are currently covered by a collective bargaining agreement. We consider our relationship with our employees to be good and have never experienced a labor-related work stoppage.

Available Information

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to reports filed pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended, are filed with the U.S. Securities and Exchange Commission, or the SEC. Such reports and other information filed by us with the SEC are available free of charge at the investor relations section of our website www.skullcandy.com as soon as reasonable practicable after such reports are electronically filed with, or furnished to, the SEC. Copies are also available, without charge, by writing to Skullcandy, Inc., Corporate Secretary, 1441 West Ute Boulevard, Suite 250, Park City, Utah 840098. Reports filed with the SEC may be viewed at www.sec.gov or obtained at the SEC Public Reference Room located at 100 F Street, NE, Washington, D.C. 20549. Information regarding the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. The inclusion of our website address in this annual report does not include or incorporate by reference the information on our website into this annual report.

Item 1A. Risk Factors.

We may be unable to achieve future growth, which may have a material adverse effect on our future operating results.

During 2013 we experienced a decrease in net sales of \$87.6 million or 29.4%, to \$210.1 million compared to 2012. We cannot assure you that we will be able to reverse the decline in our net sales. Our future success will depend upon various factors, including the strength of our brand image, market demand for our current and future products, competitive conditions, and compatibility of our products with portable media devices and smartphones and the implementation of our growth strategy. We intend to finance our anticipated growth through cash flows generated from sales to our retailers and distributors. However, if our net sales continue to decline, we may not have the cash flow necessary to pursue our growth strategy.

If our design and marketing efforts do not effectively raise the recognition and reputation of our brands, we may not be able to successfully implement our growth strategy.

We believe that our ability to raise the recognition and favorable perception of our brands is critical to implement our growth strategy, which includes further penetrating our domestic retail channel, accelerating our international growth and expanding complementary product categories. To extend the reach of our brands, we believe we must devote significant time

and resources to product design, marketing and promotions. These expenditures, however, may not result in a sufficient increase in net sales to cover such expenses. Furthermore, we must balance our growth with the effect it has on the authenticity of our brand. For example, our credibility and brand image could be weakened if our consumers perceive our distribution channels to be too broad or our retailers to not fit with our lifestyle image. If any of these events occur, our consumer base and our net sales may decline and we may not be able to successfully implement our growth strategy.

If we are unable to continue to develop innovative and popular products, our brand image may be harmed and demand for our products may decrease.

Consumer electronics and youth culture lifestyle are subject to constantly and rapidly changing consumer preferences based on industry trends and performance features. Our success depends largely on our ability to lead, anticipate, gauge and respond to these changing consumer preferences and trends in a timely manner, while preserving and strengthening the perception and authenticity of our brand. We must continue to develop innovative, trend-setting and stylish products that provide better design and performance attributes than the products of our competitors. Market acceptance of new designs and products is subject to uncertainty and we cannot assure you that our efforts will be successful. The inability of new product designs or new product lines to gain market acceptance could adversely affect our brand image, our business and financial condition. Achieving market acceptance for new products may also require substantial marketing efforts and expenditures to increase consumer demand, which could constrain our management, financial and operational resources. If new products we introduce do not experience broad market acceptance or demand for our existing products wanes, our net sales and market share could decline.

We may not be able to compete effectively, which could cause our net sales and market share to decline.

The consumer electronics industry is highly competitive, and characterized by frequent introduction of new competitors, as well as increased competition from established companies expanding their product portfolio, aggressive price cutting and resulting downward pressure on gross margins and rapid consolidation of the market resulting in larger competitors. We face competition from consumer electronics brands that have historically dominated the stereo headphone market, in addition to sport brand and lifestyle companies that also produce headphone products. These companies include Sony and Bose as well as established pure-play audio brands, such as Beats by Dr. Dre. These competitors may have significant competitive advantages, including greater financial, distribution, marketing and other resources, longer operating histories, better brand recognition among certain groups of consumers, and greater economies of scale. In addition, these competitors have long-term relationships with many of our larger retailers that are potentially more important to those retailers. As a result, these competitors may be better equipped to influence consumer preferences or otherwise increase their market share by:

- quickly adapting to changes in consumer preferences;
- readily taking advantage of acquisition and other opportunities;
- discounting excess inventory that has been written down or written off;
- devoting greater resources to the marketing and sale of their products, including significant advertising, media placement and product endorsement;
- adopting aggressive pricing policies; and
- engaging in lengthy and costly intellectual property and other legal disputes.

Additionally, the industry in which we compete generally has low barriers to entry that allow the introduction of new products or new competitors at a fast pace. Some retailers have begun to introduce their own private label headphones, which could reduce the volume of product they buy from us, as well as decrease the shelf space they allocate to our products. If we are unable to protect our brand image and authenticity, while carefully balancing our growth, we may be unable to effectively compete with these new market entrants or new products. The inability to compete effectively against new and existing competitors could have an adverse effect on our net sales and results of operations, preventing us from achieving future growth.

If the popularity or growth of the portable media device, smartphone and gaming console markets stagnates or our products are no longer compatible with these devices, our business and financial condition may be negatively affected.

We have experienced rapid growth in the past due in part to the popularity of, and increase in demand for, portable media devices, smartphones and gaming consoles. We expect that sales of such products will continue to drive a substantial portion of our net sales in the future. However, the markets for portable media devices, smartphones and gaming consoles continue to evolve rapidly and are dominated by several large companies. Increased competition in the headphones market from established media device companies, including enhanced headphones bundled by the manufacturer, a decline in demand or popularity for such products due to technological change or otherwise, legal restrictions or the inability to use our products with portable media devices, smartphones or gaming consoles, may negatively affect our business and financial condition.

Our results of operations could be materially harmed if we are unable to accurately forecast demand for our products.

To ensure adequate inventory supply, we must forecast inventory needs and place orders with our manufacturers before firm orders are placed by our retailers and distributors. In addition, a portion of our net sales are generated by orders for immediate delivery, particularly during our historical peak season from August through December. If we fail to accurately forecast retailer and distributor demand we may experience excess inventory levels or a shortage of product to deliver to our retailers or distributors.

Factors that could affect our ability to accurately forecast demand for our products include:

- changes in consumer demand for our products;
- lack of consumer acceptance for our new products;
- product introductions by competitors;
- changes in general market conditions or other factors, which may result in cancellations of advance orders or a reduction or increase in the rate of reorders;
- weakening of economic conditions or consumer confidence in future economic conditions, which could reduce demand for discretionary items; and
- terrorism or acts of war, or the threat thereof, which could adversely affect consumer confidence and spending or interrupt production and distribution of product and raw materials.

Inventory levels in excess of retailer and distributor demand may result in inventory write-downs or write-offs and the sale of excess inventory at discounted prices, which would have an adverse effect on our gross margin. In addition, if we underestimate the demand for our products, our manufacturers may not be able to produce a sufficient number of products to meet such unanticipated demand, and this could result in delays in the shipment of our products and damage to our reputation and retailer or distributor relationships.

We must order components for our products and build inventory in advance of product announcements and shipments. Consistent with industry practice, components are normally acquired through a combination of purchase orders, supplier contracts, and open orders, in each case based on projected demand. Because our markets are volatile, competitive and subject to rapid technology and price changes, there is a risk we will forecast incorrectly and order or produce excess or insufficient amounts of components or products, or not fully utilize firm purchase commitments.

Our net sales and operating income fluctuate on a seasonal basis and decreases in sales or margins during our peak seasons could have a disproportionate effect on our overall financial condition and results of operations.

Historically, we have experienced greater net sales in the second half of the year relative to those in the first half, due to a concentration of shopping around the fall and holiday seasons. As a result, our net sales and gross margins are typically higher in the third and fourth quarters and lower in the first and second quarters, as fixed operating costs are spread over the differing levels of sales volume. Given the strong seasonal nature of our sales, appropriate forecasting is critical to our operations. We anticipate that this seasonal impact on our net sales is likely to continue and any shortfall in expected third and fourth quarter net sales would cause our annual results of operations to suffer significantly.

Two of our retailers accounts for a significant amount of our net sales, and the loss of, or reduced purchases from, these or other retailers could have a material adverse effect on our operating results.

Best Buy accounted for more than 10% of our net sales in 2012 and 2013, and Target accounted for approximately 10% of our sales in 2013. We do not have long-term contracts with any of our retailers and all of our retailers generally purchase from us on a purchase order basis. As a result, these retailers generally may, with no notice or penalty, cease ordering and selling our products, or materially reduce their orders. If certain retailers, individually or in the aggregate, choose to no longer sell our products, to slow their rate of purchase of our products or to decrease the number of products they purchase, our results of operations would be adversely affected.

We may be adversely affected by the financial condition of our retailers and distributors.

Some of our retailers and distributors have experienced financial difficulties in the past. A retailer or distributor experiencing such difficulties generally will not purchase and sell as many of our products as it would under normal circumstances and may cancel orders. In addition, a retailer or distributor experiencing financial difficulties generally increases our exposure to uncollectible receivables. We extend credit to our retailers and distributors based on our assessment of their financial condition, generally without requiring collateral. Failure of these retailers or distributors to remain current on their obligations to us could result in losses that exceed the reserves we set aside in anticipation of this risk. Additionally, while we have credit insurance against some of our larger retailers, there is no assurance that such insurance will sufficiently cover any losses. We are also exposed to the risk of our customers declaring bankruptcy, exposing us to claims of preferential payment claims. Financial difficulties on the part of our retailers or distributors could have a material adverse effect on our results of operations and financial condition.

Changes in the mix of retailers and distributors to whom we sell our products could impact our gross margin and brand image, which could have a material adverse effect on our results of operations.

We sell our products through a mix of retailers, including specialty, consumer electronics, big-box, sporting goods and mobile phone retailers and to distributors. The retail landscape is changing with consumers shopping habits shifting away from the traditional brick and mortar stores to online sales. Any changes to our current mix of retailers and distributors could adversely affect our gross margin and could negatively affect both our brand image and our reputation. We generally realize lower gross margins when we sell through our distributors, and therefore our gross margins may be adversely impacted if we increase product sales made through our distributors as opposed to through our retailers. In addition, we sell certain products at higher margins than others and any significant changes to our product mix made available to our retailers could adversely affect our gross margin. A negative change in our gross margin or our brand image could have a material adverse effect on our results of operations and financial condition.

To remain competitive and stimulate customer demand, we must successfully manage frequent product introductions and transitions.

Due to the highly volatile and competitive nature of the industries in which we compete, we must continually introduce new products, services and technologies, enhance existing products and services, and effectively stimulate customer demand for new and upgraded products. The success of new product introductions depends on a number of factors including timely and successful product development, market acceptance, our ability to manage the risks associated with the new product production ramp-up issues, the effective management of purchase commitments and inventory levels in line with anticipated product demand, the availability of products in appropriate quantities and costs to meet anticipated demand, and the risk that new products may have quality or other defects or deficiencies in the early stages of introduction. Accordingly, we cannot determine in advance the ultimate effect of new product introductions and transitions.

We face business, political, operational, financial and economic risks because a portion of our net sales are generated internationally and substantially all of our products are manufactured outside of the United States.

For the year ended December 31, 2013 international net sales were \$55.1 million, or 26.2% of net sales including product sales that were sold from the United States to customers with a "ship to" location outside of North America. In addition, substantially all of our products are manufactured in China. In the past we have experienced increased lead-time from some of our manufacturers in China and we may encounter such increased lead-times in the future. Changing economic conditions in China may cause further issues with lead-time. Because we operate on a build-to-forecast model, extended lead-time can cause unexpected inventory shortages or excesses which may reduce our net sales.

In addition, we face business, political, operational, financial and economic risks inherent in international business, many of which are beyond our control, including:

- difficulties obtaining domestic and foreign export, import and other governmental approvals, permits and licenses, and compliance with foreign laws, which could halt, interrupt or delay our operations if we cannot obtain such approvals, permits and licenses, and that could have a material adverse effect on our results of operations;
- difficulties encountered by our international distributors or us in staffing and managing foreign operations or international sales, including higher labor costs, which could increase our expenses and decrease our net sales and profitability;
- transportation delays and difficulties of managing international distribution channels, which could halt, interrupt or delay our operations;
- longer payment cycles for, and greater difficulty collecting, accounts receivable, which could reduce our net sales and harm our financial results;
- trade restrictions, higher tariffs, currency fluctuations or the imposition of additional regulations relating to import or export of our products, especially in China, where substantially all of our products are manufactured, which could force us to seek alternate manufacturing sources or increase our expenses, either of which could have a material adverse effect on our results of operations;
- political and economic instability, including wars, terrorism, political unrest, boycotts, curtailment of trade and other business restrictions, any of which could materially and adversely affect our net sales and results of operations; and
- natural disasters, which could have a material adverse effect on our results of operations.

Any of these factors could reduce our net sales, decrease our gross margin or increase our expenses. Should we establish our own operations in international territories where we currently utilize a distributor, we will become subject to greater risks associated with operating outside of the United States.

If our relationship with our manufacturers terminates or is otherwise impaired, we would likely experience increased costs, disruptions in the manufacture and shipment of our products and a material loss of net sales.

We have no long-term contracts with our manufacturers and, as a result, our manufacturers could cease to provide products to us without notice. We have a limited number of manufactures we use and cannot be certain that we will not experience operational difficulties with our manufacturers, including reductions in the availability of production capacity, errors in complying with product specifications and regulatory schemes covering our products in our key markets, insufficient quality control, failures to meet production deadlines, increases in manufacturing costs and increased lead times. In the event our manufacturers experience operational difficulties, or terminate our relationship, our results of operations could be adversely affected.

We have created a manufacturer selection and qualification program and are actively looking for new manufacturing sources in other countries and other regions of China. Qualifying new manufacturing sources may result in increased costs, disruptions and delays in the manufacture and shipment of our products while seeking alternative manufacturing sources, and a corresponding loss of net sales. In addition, any new manufacturer may not perform to our expectations or produce quality products in a timely, cost-efficient manner, either of which could make it difficult for us to meet our retailers' and distributors' orders on satisfactory commercial terms.

The failure of any manufacturer to perform to our expectations could result in supply shortages or delivery delays, either of which could harm our business.

Any shortage of raw materials or components could impair our ability to ship orders of our products in a cost-efficient manner or could cause us to miss the delivery requirements of our retailers or distributors, which could harm our business.

The ability of our manufacturers to supply our products is dependent, in part, upon the availability of raw materials and certain components. Our manufacturers may experience shortages in the availability of raw materials or components, which could result in delayed delivery of products to us or in increased costs to us. For example, we are dependent on the supply of certain components for our production of iPhone compatible headphones. These components are in high demand and we have experienced supply shortages in the past. Any shortage of raw materials or components or inability to control costs associated with manufacturing could increase the costs for our products or impair our ability to ship orders in a timely cost-efficient manner. As a result, we could experience cancellation of orders, refusal to accept deliveries or a reduction in our prices and margins, any of which could harm our financial performance and results of operations.

Our products and services may experience quality problems from time to time that can result in decreased sales and operating margin and harm to our reputation.

From time to time, our products may contain design and manufacturing defects. There can be no assurance we will be able to detect and fix all defects in the hardware we sell. Failure to do so could result in lost revenue, significant warranty and other expenses, and harm to our reputation.

Our business could suffer if any of our manufacturers fail to use acceptable labor practices.

We do not control our manufacturers or their labor practices. The violation of labor or other laws by a manufacturer utilized by us, or the divergence of an independent manufacturer's labor practices from those generally accepted as ethical or legal in the United States, could damage our reputation or disrupt the shipment of finished products to us if such manufacturer is ordered to cease its manufacturing operations due to violations of laws or if such manufacturer's operations are adversely affected by such failure to use acceptable labor practices. If this were to occur, it could have a material adverse effect on our financial condition and results of operations.

If we experience problems with our distribution network for domestic and international retailers, our ability to deliver our products to the market could be adversely affected.

We rely on our distribution facilities operated by third party supply chain providers for the majority of our domestic and international product distribution. Our distribution facilities utilizes computer controlled and automated equipment, which means the operations are complicated and may be subject to a number of risks related to security or computer viruses, the proper operation of software and hardware, power interruptions or other system failures. We have experienced some of these problems in the past and we cannot assure you that we will not experience similar problems in the future. We maintain business interruption insurance, but it may not adequately protect us from the adverse effects that could be caused by significant disruptions in our distribution facilities, such as the long-term loss of retailers or an erosion of our brand image. In addition, our distribution capacity is dependent on the timely performance of services by third parties, including the shipping of product to and from our warehouse facilities. If we encounter problems with the facilities, our ability to meet retailer expectations, manage inventory, complete sales and achieve objectives for operating efficiencies could be materially adversely affected.

Our current executive officers are critical to our success and the loss of any of these individuals, or other key personnel, could harm our business and brand image.

We are heavily dependent upon the contributions, talent and leadership of our current executive officers. Our current executive officers consist of Hoby Darling, President and Chief Executive Officer, Jason Hodel, Chief Financial Officer, Sam Paschel, Chief Commercial Officer, and Patrick Grosso, Vice President of Strategic Initiatives and Corporate Affairs and Chief Legal Officer, all of whom joined the Company in the last 18 months following several transitions in our senior management. We have faced significant changes in employees in the past. The loss of executive officers or the inability to attract or retain qualified executive officers could delay the development and introduction of, and harm our ability to sell our products and damage our brand, which could have a material adverse effect on our results of operations. Changes in management may have a negative effect on our business and operations. Our future success also depends on our ability to attract and retain additional qualified design and marketing personnel. We face significant competition for these individuals worldwide and we may not be able to attract or retain these employees.

If we are unable to obtain intellectual property rights and/or enforce those rights against third parties who are violating those rights, our business could suffer.

We rely on various intellectual property rights, including patents, trademarks, trade secrets and trade dress to protect our brand name, reputation, product appearance and technology. If we fail to obtain, maintain, or in some cases enforce our intellectual property rights, our competitors may be able to copy our designs, or use our brand name, trademarks or technology. As a result, if we are unable to successfully protect our intellectual property rights, or resolve any conflicts effectively, our results of operations may be harmed.

We are susceptible to counterfeiting of our products, which may harm our reputation for producing high-quality products and force us to incur expenses in enforcing our intellectual property rights. Such claims and lawsuits can be expensive to resolve, require substantial management time and resources, and may not provide a satisfactory or timely result, any of which would harm our results of operations. It can be particularly difficult and expensive to detect and stop counterfeiting, whether in the United States or abroad. Despite our efforts to enforce our intellectual property, counterfeiters may continue to violate our intellectual property rights by using our trademarks or imitating or copying our products, which could harm our brand, reputation and financial condition. Since our products are sold internationally, we are also dependent on the laws of a range of countries to protect and enforce our intellectual property rights. These laws may not protect intellectual property rights to the same extent or in the same manner as the laws of the United States.

We also face competition from competitors in the United States and abroad that are not “counterfeiters” but that may be using our patented technology, using confusingly similar trademarks, or copying the “look-and-feel” of our products. We may have to engage in expensive and distracting litigation to enforce and defend our patents, trademarks, trade dress, or other intellectual property rights. Our enforcement of our intellectual property rights also places such assets at risk. For example, it is common for a competitor that is accused of infringing a patent, trademark, or other intellectual property right to challenge the validity of that intellectual property right. If that intellectual property right is invalidated, it is no longer available to assert against other competitors. Finally, competitors may also circumvent a patent by designing around the patent.

Further, we are a party to licenses that grant us rights to intellectual property, including trademarks that are necessary or useful to our business. For example, we license the right to market certain products with the trade names and imagery of brands such as Paul Frank, the NBA, MLB, FC Barcelona, and Real Tree. One or more of our licensors may allege that we have breached our license agreement with them, and accordingly seek to terminate our license. If successful, this could result in our loss of the right to use the licensed intellectual property, which could adversely affect our ability to commercialize our technologies or products, as well as harm our competitive business position and our business prospects.

Claims that we violate a third party’s intellectual property rights may give rise to burdensome litigation, result in potential liability for damages or impede our development efforts.

We cannot assure you that our products or activities do not violate the patents or other intellectual property rights of third parties. Patent infringement, trade secret misappropriation and other intellectual property claims and proceedings brought against us, whether successful or not, could result in substantial costs and harm our reputation. Such claims and proceedings can also distract and divert management and key personnel from other tasks important to the success of our business. In addition, intellectual property litigation could force us to do one or more of the following:

- cease developing, manufacturing, or selling products that incorporate the challenged intellectual property;
- obtain and pay for licenses from the holder of the infringed intellectual property right, which licenses may not be available on reasonable terms, or at all;
- redesign or reengineer products;
- change our business processes; and

- pay substantial damages, court costs and attorneys' fees, including potentially increased damages for any infringement or violation found to be willful.

In the event of an adverse determination in an intellectual property suit or proceeding, or our failure to license essential technology, our sales could be harmed and/or our costs could increase, which could harm our financial condition.

We may be subject to product liability or warranty claims that could result in significant direct or indirect costs, or we could experience greater returns from retailers than expected, which could harm our net sales.

We generally provide a limited lifetime warranty on all of our products. In addition, if a consumer breaks his or her headphones, we generally offer such consumer the option to buy another pair of headphones at a 50% discount to the retail price. The occurrence of any quality problems due to defects in our products could make us liable for damages and warranty claims in excess of our current reserves. In addition to the risk of direct costs to correct any defects, warranty claims or other problems, any negative publicity related to the perceived quality of our products could also affect our brand image, decrease retailer and distributor demand and our operating results and financial condition could be adversely affected.

We have entered into contracts with various customers and distributors granting a right of return allowance with respect to defective products. We have also executed an open return program with a major retailer allowing for an unlimited amount of returns. Estimates for these items are based on actual experience and are recorded at the time net sales are recognized. If we experience a greater number of returns than expected, our net sales could be harmed.

Our stock price is subject to volatility.

Our stock has experienced substantial price volatility. Additionally, Skullcandy, the technology industry, and the stock market as a whole have experienced extreme stock price and volume fluctuations that have affected stock prices in ways that may have been unrelated to these companies' operating performance. Factors such as the depth and liquidity of the market for our common stock, investor perceptions of us and our business, actions by institutional shareholders, strategic actions by us, litigation, changes in accounting standards, policies, guidance, interpretations and principles, additions or departures of key personal and our results of operations, financial performance and future prospects may cause the market price and demand for our common stock to fluctuate substantially, which may limit or prevent investors from realizing the liquidity of their shares.

Our credit facility provides our lenders with a first-priority lien against substantially all of our assets and contains financial covenants and other restrictions on our actions and it could therefore limit our operational flexibility.

Our credit facility contains certain financial covenants and other restrictions that limit our ability, among other things, to:

- undergo a merger or consolidation;
- sell certain assets;
- create liens;
- guarantee certain obligations of third parties;
- make certain investments or capital expenditures;
- materially change our line of business;
- declare dividends or make certain distributions;
- make advances, loans or extensions of credit; and
- incur additional indebtedness or prepay existing indebtedness.

In addition, we have granted the lenders a first-priority lien against substantially all of our assets. Failure to comply with the operating restrictions or financial covenants in the credit facility could result in a default which could cause the lender to accelerate the timing of payments and exercise its lien on substantially all of our assets. This could cause us to cease operations and result in a complete loss of your investment in our common stock.

Changes in tax laws and unanticipated tax liabilities could adversely affect our effective income tax rate and profitability.

We are subject to income taxes in the United States and numerous foreign jurisdictions. Our effective income tax rate could be adversely affected in the future by a number of factors, including: changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities, changes in tax laws, and any repatriation of non-US earnings for which we have not previously provided for U.S. taxes. We regularly assess all of these matters to determine the adequacy of our tax provision.

If our internal controls over financial reporting are not considered effective, our business and stock price could be adversely affected.

Section 404 of the Sarbanes-Oxley Act of 2002 requires us to evaluate the effectiveness of our internal controls over financial reporting as of the end of each fiscal year, and to include a management report assessing the effectiveness of our internal control over financial reporting in our annual report on Form 10-K for that fiscal year. Section 404 also requires our independent registered public accounting firm to attest to, and report on, our internal controls over financial reporting.

Our management does not expect that our internal controls over financial reporting will prevent all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud involving a company have been, or will be, detected.

The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and we cannot assure you that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies or procedures. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected. There is a risk that we or our independent registered public accounting firm may identify a material weakness in our internal controls in the future. A material weakness in our internal controls over financial reporting would require management and our independent registered public accounting firm to evaluate the area of our internal controls in which the material weakness occurred as ineffective. If our internal control over financial reporting is not considered effective, we may experience a loss of public confidence, which could have an adverse effect on our business and on the market price of our common stock.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our executive and administrative offices are located in Park City, Utah, where we lease approximately 28,000 square feet of space pursuant to a lease that expires in February 2015. Our marketing offices were formerly located in San Clemente, California, where we lease approximately 11,000 square feet of office space pursuant to a lease that expires in December 2016. However, we closed that office in September 2013, and we sublet the office space to a third party for the remainder of the original lease term. Our Astro Gaming offices are located in San Francisco, California where we lease approximately 7,500 square feet of space pursuant to a lease that expires in January 2016. Our Asia operations offices are located in the Nanshan District of Shenzhen, China, where we lease approximately 9,300 square feet pursuant to a lease that expires in September 2016. Our China sales and marketing office is located in the Jing'an District of Shanghai where we lease approximately 7,800 square feet pursuant to a lease that expires in February 2018. Our European headquarters are located in Zurich, Switzerland, where we lease approximately 4,700 square feet pursuant to a lease that expires in January 2017. Our Japan sales and marketing office is located in Tokyo, Japan where we lease approximately 1,000 square feet of space pursuant to a lease that expires in May 2015.

Item 3. Legal Proceedings

The Company is subject to various claims, complaints and legal actions in the normal course of business from time to time. The Company does not believe it has any currently pending litigation of which the outcome will have a material adverse effect on its operations or financial position.

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.

Price Range of Common Stock

Our common stock began trading on the NASDAQ Global Market under the symbol "SKUL" on July 20, 2011. The price range per share of common stock presented below represents the highest and lowest closing prices for our common stock on NASDAQ for each full quarterly period for the last two years.

	High	Low
2013		
Fourth Quarter	\$ 7.21	\$ 5.38
Third Quarter	\$ 6.46	\$ 5.07
Second Quarter	\$ 6.00	\$ 4.87
First Quarter	\$ 7.14	\$ 5.21
2012		
Fourth Quarter	\$ 14.16	\$ 7.79
Third Quarter	\$ 16.66	\$ 11.92
Second Quarter	\$ 17.33	\$ 12.15
First Quarter	\$ 15.91	\$ 11.94

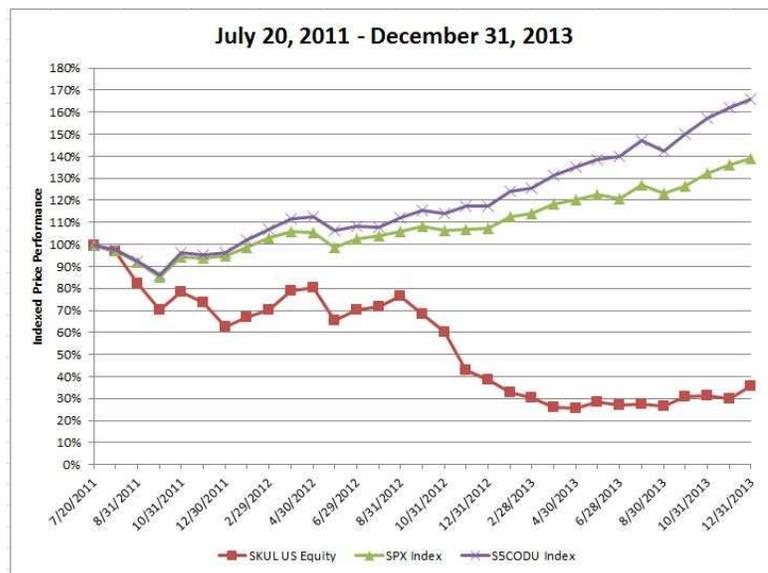
Holders of Record

As of March 10, 2014, there were 13 stockholders of record of our common stock. This figure does not include a substantially greater 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.

Stock Performance Graph and Cumulative Total Return

Notwithstanding any statement to the contrary in any of our previous or future filings with the SEC, the following information relating to the price performance of our common stock shall not be deemed to be “filed” with the SEC or to be “soliciting material” under the Securities Exchange Act of 1934, as amended, or the Exchange Act, and it shall not be deemed to be incorporated by reference into any of our filings under the Securities Act or the Exchange Act, except to the extent we specifically incorporate it by reference into such filing.

The following graph shows a comparison from July 20, 2011 (the date our common stock commenced trading on NASDAQ) through December 31, 2013 of the cumulative total return assuming a \$100 investment in our common stock, the S&P 500 Index and the S&P 500 Consumer Durables Index. Data for the S&P 500 Index and the S&P 500 Consumer Durables Index assume reinvestment of dividends. The comparisons in this graph below are based on historical data and are not intended to forecast or be indicative of future performance of our common stock.



Dividend Policy

We have never paid any dividends on our common stock and do not anticipate paying any cash dividends in the foreseeable future. Any future determination to pay cash dividends will be at the discretion of our board of directors and will depend on our financial condition, operating results, capital requirements and such other factors as our board of directors deems relevant. In addition, our credit facility restricts our ability to pay dividends.

Unregistered Sale of Equity Securities and Issuer Purchases of Equity Securities

We did not sell any unregistered equity securities or purchase any of our securities during the period ended December 31, 2013.

Securities Authorized for Issuance under Equity Compensation Plans

See Part III, Item 12 of this annual report for disclosure relating to our equity compensation plans. Such information will be included in our Proxy Statement, which is incorporated herein by reference.

Item 6. Selected Consolidated Financial Data

The selected consolidated statement of operations data for the years ended December 31, 2013, 2012 and 2011 and the selected consolidated balance sheet data as of December 31, 2013 and 2012 have been derived from our audited consolidated financial statements included elsewhere in this 10-K, which have been audited by Ernst & Young LLP, our independent registered public accounting firm. The selected consolidated statement of operations data for the years ended December 31, 2010 and 2009 and the selected consolidated balance sheet data at December 31, 2011, 2010 and 2009 have been derived from our audited consolidated financial statements not included in this annual report and which have been audited by Ernst & Young LLP. You should read this information together with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and related notes, each included elsewhere in this annual report. Our historical results are not necessarily indicative of the results to be expected in any future period.

	Year ended December 31,				
	2013	2012	2011	2010	2009
(in thousands, except share and per share data)					
Consolidated Statements of Operations Data:					
Net sales	\$ 210,092	\$ 297,686	\$ 232,469	\$ 160,583	\$ 118,312
Cost of goods sold	116,958	158,254	116,930	75,078	60,847
Gross profit	93,134	139,432	115,539	85,505	57,465
Selling, general and administrative expenses	98,129	97,948	73,378	67,602	28,574
Income (loss) from operations	(4,995)	41,484	42,161	17,903	28,891
Other (income) expense	516	453	1,761	14,556	(111)
Interest expense	382	641	7,473	8,387	8,340
Income (loss) before income taxes and noncontrolling interests	(5,893)	40,390	32,927	(5,040)	20,662
Income taxes (benefit)	(2,882)	14,574	14,306	4,653	8,318
Net income (loss)	(3,011)	25,816	18,621	(9,693)	12,344
Net loss (income) attributable to noncontrolling interests	(25)	63	(4)	—	—
Deemed dividend on convertible preferred stock and preferred stock dividends	—	—	(17)	(30)	(9,993)
Net income (loss) attributable to Skullcandy, Inc.	\$ (3,036)	\$ 25,879	\$ 18,600	\$ (9,723)	\$ 2,351
Net income (loss) per common share attributable to Skullcandy, Inc.:					
Basic	\$ (0.11)	\$ 0.94	\$ 0.93	\$ (0.69)	\$ 0.17
Diluted	(0.11)	0.92	0.79	(0.69)	0.12
Weighted average shares outstanding:					
Basic	27,740,945	27,405,017	20,078,579	14,001,358	13,908,216
Diluted	27,740,945	27,980,983	23,573,962	14,001,358	19,584,866

	As of December 31,				
	2013	2012	2011	2010	2009
	(in thousands)				
Consolidated Balance Sheet Data:					
Cash and cash equivalents	\$ 38,835	\$ 19,345	\$ 23,302	\$ 6,462	\$ 1,732
Working capital	106,623	101,832	72,180	44,779	35,019
Total assets	181,117	188,275	168,611	93,324	57,650
Total debt	—	—	9,884	84,162	56,401
Total stockholders' equity (deficit)	141,714	142,122	106,812	(22,357)	(18,435)

Item 7.

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The following discussion contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those discussed in the forward-looking statements as a result of various factors, including, without limitation, those set forth in "Risk Factors," "Special Note Regarding Forward-Looking Statements" and other matters included elsewhere in this Form 10-K. The following discussion of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the related notes thereto included elsewhere in this annual report, as well as the information presented under "Selected Consolidated Financial Data."

Basis of Presentation

Our net sales are derived primarily from the sale of headphones and audio accessories under the Skullcandy, Astro Gaming and 2XL by Skullcandy brand names. Amounts billed to retailers for shipping and handling are included in net sales. Sales are reported net of estimated product returns and pricing adjustments. The North America segment primarily consists of Skullcandy, Astro Gaming and 2XL by Skullcandy product sales to customers in the United States, Canada and Mexico (through our joint venture). The international segment primarily includes product sales to customers in Europe and Asia that are served by our European and Asian operations.

Gross profit is influenced by cost of goods sold, which consists primarily of product costs, packaging, freight, duties and warehousing. We are experiencing higher product costs due to increasing labor and other costs in China. If we are unable to pass along these costs to our retailers and distributors or shift our sales mix to higher margin products, our gross profit as a percentage of net sales, or gross margin, may decrease.

Our selling, general and administrative expenses consist primarily of marketing and advertising expenses, wages, related payroll and employee benefit expenses, including stock-based compensation, commissions to outside sales representatives, legal and professional fees, travel expenses, utilities, other facility related costs, such as rent and depreciation, amortization of intangible assets and consulting expenses. The primary components of our marketing and advertising expenses include in-store advertising, brand building fixtures, sponsorship of trade shows and events, promotional products and sponsorships for athletes, musicians and artists.

Results of Operations

The following table sets forth selected items in our statements of operations in dollars and as a percentage of net sales for the periods presented:

	Year ended December 31,					
	2013		2012		2011	
Net sales	\$ 210,092	100.0 %	\$ 297,686	100.0%	\$ 232,469	100.0%
Cost of goods sold	116,958	55.7	158,254	53.2	116,930	50.3
Gross profit	93,134	44.3	139,432	46.8	115,539	49.7
Selling, general and administrative expenses	98,129	46.7	97,948	32.9	73,378	31.6
Income (loss) from operations	(4,995)	(2.4)	41,484	13.9	42,161	18.1
Other expense	516	0.2	453	0.2	1,761	0.8
Interest expense	382	0.2	641	0.2	7,473	3.2
Income (loss) before income taxes and noncontrolling interests	(5,893)	(2.8)	40,390	13.6	32,927	14.2
Income taxes	(2,882)	(1.4)	14,574	4.9	14,306	6.2
Net income (loss)	(3,011)	(1.4)	25,816	8.7	18,621	8.0
Net loss (income) attributable to noncontrolling interests	(25)	—	63	—	(4)	—
Preferred dividends	—	—	—	—	(17)	—
Net income (loss) attributable to Skullcandy, Inc.	\$ (3,036)	(1.4)%	\$ 25,879	8.7%	\$ 18,600	8.0%

Year Ended December 31, 2013 Compared to Year Ended December 31, 2012

Net Sales

Net sales decreased \$87.6 million, or 29.4%, to \$210.1 million in 2013 from \$297.7 million in 2012.

North America net sales, excluding net sales sold from the United States to customers with a "ship to" location outside of North America, decreased \$67.6 million, or 30.4%, to \$155 million, or 73.8% of our net sales in 2013 from \$222.6 million, or 74.8% of our net sales in 2012. Increased competition in the audio and gaming headphone markets and, consistent with our previously disclosed strategy, our continued scaling back of sales to the off-price channel, which were down approximately 48.9% compared with 2012, contributed to the decrease in North America net sales. In addition, and to a lesser extent, the decrease in net sales was the result of the transition to a direct distribution model in Canada, our decision to stop selling products to certain retailers and distributors that were violating our policies on minimum advertised prices and our significant decrease of discounted online sales at www.skullcandy.com. International net sales decreased to \$55.1 million, or 26.2% of our net sales in 2013 from \$75.1 million, or 25.2% in 2012. The North America segment primarily consists of Skullcandy, Astro Gaming and 2XL by Skullcandy product sales generated in the United States, Canada and Mexico (through the Company's joint venture). The International segment primarily includes Skullcandy, Astro Gaming and 2XL by Skullcandy product sales generated in Europe and Asia that are served by the Company's European and Asian operations. All intercompany revenues, expenses, payables and receivables are eliminated in consolidation and are not reviewed when evaluating segment performance.

Gross Profit

Gross profit decreased \$46.3 million, or 33.2%, to \$93.1 million in 2013 from \$139.4 million in 2012. Gross profit as a percentage of net sales, or gross margin, decreased 2.5 percentage points to 44.3% in 2013 from 46.8% in 2012. North America gross margin decreased 2.3 percentage points to 43.9% from 46.2% in 2012. The international gross margin decreased 4.2 percentage points to 45.8% from 50.0% in 2012. The decrease in gross margin was primarily attributable to increased sales returns and allowance expense due to increased returns rates to the Company's retail customers and a shift to a lower margin product mix.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased \$0.2 million, or 0.2%, to \$98.1 million in 2013 from \$97.9 million in 2012. Included in the selling, general and administrative expenses in 2012 is \$1.5 million of bad debt expense due to the bankruptcy filing of a major retail customer and \$1.4 million of expenses associated with litigation matters. Selling, general and administrative expenses for year ended December 31, 2013 includes \$1.3 million in severance and related expenses associated with the departure of our former chief executive officer. We also recorded a loss of \$2.0 million related to disposals of property and equipment for certain end-of-life products. Additionally, we recorded \$2.2 million in costs related to the closure

of the San Clemente, California office. These increases were offset by certain cost control initiatives. As a percentage of net sales, selling, general and administrative expenses increased to 46.7% in 2013 from 32.9% in 2012.

Loss from Operations

Loss from operations in 2013 was \$5.0 million, compared to income from operations of \$41.5 million in 2012, or a decrease of \$46.5 million. Income (loss) from operations as a percentage of net sales decreased 18.5 percentage points to (2.4)% in 2013 from 13.9% in 2012.

Other Expense

Other expense remained flat at \$0.5 million in 2013 and 2012, respectively. Other expense in 2013 primarily consisted of foreign currency transaction losses.

Interest Expense

Interest expense decreased \$0.2 million, to \$0.4 million in 2013 from \$0.6 million in 2012. As of December 31, 2013 and 2012 there were no borrowings outstanding on the revolving credit facility.

Income Taxes

The income tax benefit was \$2.9 million in 2013 compared to income tax expense of \$14.6 million in 2012. The Company's effective tax rate for 2013 and 2012 was 48.7% and 36.0%, respectively. The change in the effective income tax rate is primarily due to the tax impact of the stock option exchange program we completed in September 2013.

Net Loss

As a result of the foregoing, the loss in 2013 was \$3.0 million, compared to net income of \$25.8 in 2012, which represents a decrease of \$28.8 million.

Noncontrolling Interest

Noncontrolling interest consists of net income from our Mexico joint venture that is attributable to the other partner in the joint venture.

Net Loss Attributable to Skullcandy, Inc.

The resulting loss attributable to Skullcandy, Inc. was \$3.0 million, compared to net income of \$25.9 million in 2012, which represents a decrease of \$28.9 million.

Year Ended December 31, 2012 Compared to Year Ended December 31, 2011

Net Sales

Net sales increased \$65.2 million, or 28.1%, to \$297.7 million in 2012 from \$232.5 million in 2011.

North America net sales increased \$31.8 million, or 14.6%, to \$250.3 million, or 84.1% of our net sales in 2012 from \$218.4 million, or 94.0% of our net sales in 2011. The increase in North America net sales is primarily due to increased Astro Gaming sales as a result of Astro Gaming entering retail stores and the launch of the A50 wireless headset. International net sales increased to \$47.4 million, or 15.9% of our net sales in 2012 from \$14.0 million in 2011. On August 26, 2011, we completed the purchase of all outstanding stock of Kungsbacka 57 AB, a subsidiary of 57 North, for \$18.6 million. Prior to August 26, 2011, 57 North had exclusive distribution rights of our products in the European markets. Kungsbacka 57 AB previously held an exclusive distribution agreement for Skullcandy products in Europe through November of 2013. The acquisition has enabled us to take direct control of our European business, which we believe is allowing us to capture revenue that would otherwise have been earned by 57 North and accelerate our growth in this region. Prior to our acquisition of Kungsbacka 57 AB on August 26, 2011, we operated in one business segment. Following the acquisition, we operated in two segments: North America and international. As a result, the twelve months ended December 31, 2012 are not comparable to the twelve months ended December 31, 2011 as the prior year does not include a full year of activity for our international segment since the international segment started on August 26, 2011. Also, included in the North America segment for 2012 and 2011 are net sales of \$26.1 million and \$33.8 million, respectively, which represent products that were sold from North America to retailers and distributors in other countries. These amounts in 2011 include sales that were made to 57 North prior to the acquisition on August 26, 2011. Adjusting for these sales from North America to retailers and distributors in other countries, North America net sales increased 21.4% to \$224.2 million from \$184.6 million in 2011 and international net sales increased

53.7% to \$73.5 million in 2012 from \$47.8 million in 2011. Included in the increase in international net sales, was an increase in net sales in Europe of \$13.6 million, or 45.2%, to \$43.6 million in 2012 from \$30.0 million in 2011. Net sales made prior to August 26, 2011 in Europe were to 57 North.

Gross Profit

Gross profit increased \$23.9 million, or 20.7%, to \$139.4 million in 2012 from \$115.5 million in 2011. Gross profit as a percentage of net sales, or gross margin, decreased 2.9 percentage points to 46.8% in 2012 from 49.7% in 2011. North America gross margin decreased 6.3 percentage points to 43.9% from 50.2% in 2011. The decrease in North America gross margin is mostly due to a shift in sales mix to higher price point products with lower gross margin structures, lower margin sales to the closeout channel and an increase in the level of discounting provided to our customers. The international gross margin increased 3.8 percentage points to 45.8% from 42.0% in 2011. International gross margin in 2011 was lower as a result of inventory that was acquired from Kungsbacka 57 AB that was recorded at fair value under the acquisition method of accounting. The increase in gross margin in 2012 is also based on new sourcing initiatives and a higher mix of direct international sales.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased \$26.1 million, or 35.5%, to \$99.4 million in 2012 from \$73.4 million in 2011. Included in the selling, general and administrative expenses in 2012 is \$1.5 million of bad debt expense due to the bankruptcy filing of a major retail customer and \$1.4 million of expenses associated with litigation matters. Payroll and benefits expenses increased 43.8%, or \$10.7 million, due to an increase in employee headcount to support planned growth. Included in the increase in payroll and benefits is increased share-based compensation of \$1.3 million. Depreciation and amortization expense increased \$4.2 million as a result of increased investments for international operational growth, product design, fixtures and the acquisition of certain intangible assets related to our acquisition of the distribution rights in Europe in August 2011. As a percentage of net sales, selling, general and administrative expenses increased to 33.4% in 2012 from 31.6% in 2011.

Income from Operations

As a result of the factors above, income from operations decreased \$0.7 million, or 1.6%, to \$41.5 million in 2012 from \$42.2 million in 2011. Income from operations as a percentage of net sales decreased 4.2 percentage points to 13.9% in 2012 from 18.1% in 2011.

Other Expense

Other expense in 2012 primarily consisted of foreign currency transaction losses. For 2011, other expense consisted primarily of a \$1.4 million expense related to a derivative liability associated with the third contingent payment paid pursuant to the securities purchase and redemption agreement. The derivative liability was recorded as a derivative due to the variability in the potential amount payable. The estimated fair value of this derivative was approximately \$2.4 million as of December 31, 2010 and June 30, 2011. The amount became fixed at \$3.8 million upon the consummation of our initial public offering, or IPO, and the additional \$1.4 million was included in other expense. The derivative liability was paid on July 29, 2011.

Interest Expense

Interest expense decreased \$6.9 million to \$0.6 million in 2012 from \$7.5 million in 2011. Included in interest expense in 2011 was an expense of \$2.2 million related to the second contingent payment paid pursuant to the securities purchase and redemption agreement that was incurred upon the consummation of our IPO. All long-term debt was repaid with the proceeds of our IPO in July 2011 or was converted to common stock. In addition, as of December 31, 2012 there were no borrowings outstanding on the revolving credit facility compared to \$9.9 million outstanding as of December 31, 2011.

Income Taxes

Income taxes were \$14.6 million in 2012 compared to \$14.3 million in 2011. Our effective tax rate for 2012 and 2011 was 36.0% and 43.5%, respectively. The decrease in the effective income tax rate is primarily due to the difference between the book and tax treatment of incentive stock options and the expenses related to the second and third contingent payments pursuant to the securities purchase and redemption agreement which were not deductible for tax purposes in 2011. The rate also decreased due to a higher proportionate level of income in countries with lower statutory rates. In addition, we had a higher level of disqualifying dispositions and lower share based compensation expense related to incentive stock options in 2012. We expect our effective tax rate will continue to fluctuate significantly on a quarterly basis depending upon the proportionate levels of income in countries with lower statutory rates compared to countries with higher statutory rates.

Net Income

As a result of the factors above, net income increased \$7.2 million to \$25.8 million in 2012 from net income of \$18.6 million in 2011.

Noncontrolling Interest

Noncontrolling interest consists of net income from our Mexico joint venture that is attributable to the other partner in the joint venture.

Preferred Stock Dividends

Preferred stock dividends were immaterial in 2011 and there were no preferred stock dividends in 2012.

Net Income Attributable to Skullcandy, Inc.

As a result of the factors above, net income attributable to Skullcandy, Inc. increased \$7.3 million to \$25.9 million from \$18.6 million in 2011.

Selected Quarterly Financial Data (Unaudited)

The following table sets forth our unaudited quarterly consolidated statement of operations data for the eight quarters ended December 31, 2013. The information for each quarter is derived from our unaudited interim consolidated financial statements, which we have prepared on the same basis as the audited consolidated financial statements appearing elsewhere in this annual report. This information includes all adjustments that management considers necessary for the fair presentation of such data. The quarterly data should be read together with our consolidated financial statements and related notes appearing elsewhere in this annual report.

	Dec. 31, 2013	Sept. 30, 2013	Jun. 30, 2013	Mar. 31, 2013	Dec. 31, 2012	Sept. 30, 2012	Jun. 30, 2012	Mar. 31, 2012
	(in thousands, except share and per share data)							
Net sales	\$ 72,249	\$ 50,004	\$ 50,789	\$ 37,050	\$ 100,970	\$ 71,000	\$ 72,436	\$ 53,280
Cost of goods sold	40,817	27,573	28,004	20,564	56,045	37,315	37,228	27,665
Gross profit	31,432	22,431	22,785	16,486	44,925	33,685	35,208	25,615
Selling, general and administrative expenses	25,951	21,917	23,950	26,311	27,261	23,065	23,491	24,131
Income (loss) from operations	5,481	514	(1,165)	(9,825)	17,664	10,620	11,717	1,484
Other (income) expense	74	153	(249)	538	(139)	219	421	(48)
Interest expense	42	125	112	103	186	184	147	124
Income before income taxes	5,365	236	(1,028)	(10,466)	17,617	10,217	11,149	1,408
Income taxes	1,686	(842)	(339)	(3,387)	6,183	3,782	4,342	267
Net income (loss)	3,679	1,078	(689)	(7,079)	11,434	6,435	6,807	1,141
Net loss (income) attributable to noncontrolling interests	(110)	(1)	54	32	30	57	—	(24)
Net income (loss) attributable to Skullcandy, Inc.	\$ 3,569	\$ 1,077	\$ (635)	\$ (7,047)	\$ 11,464	\$ 6,492	\$ 6,807	\$ 1,117
Net income (loss) per common share attributable to Skullcandy, Inc.								
Basic	\$ 0.13	\$ 0.04	\$ (0.02)	\$ (0.25)	\$ 0.42	\$ 0.24	\$ 0.25	\$ 0.04
Diluted	0.13	0.04	(0.02)	(0.25)	0.41	0.23	0.24	0.04
Weighted average common shares outstanding								
Basic	27,777,909	27,764,914	27,719,081	27,700,765	27,593,290	27,461,021	27,339,599	27,281,753
Diluted	28,079,543	27,879,842	27,719,081	27,700,765	27,848,927	28,130,470	28,005,190	27,942,313

Historically, we have experienced greater net sales in the second half of the year than those in the first half due to a concentration of shopping during the fall and holiday seasons. We anticipate that this seasonal impact on our net sales is likely to continue. In 2013, approximately 58.2% of our net sales and 57.8% of our gross profit were generated in the second half of the year. Accordingly, our results of operations for any particular quarter are not indicative of the results we expect for the full year. As a result of the effects of seasonality, particularly in preparation for the fall and holiday shopping seasons, our inventory levels and other working capital requirements generally begin to increase during the second quarter and into the third quarter of each year. During these peak periods, we have historically borrowed under our credit facility.

Selling, general and administrative expenses in the first quarter 2013 include \$1.2 million of expenses associated with the departure of our former chief executive officer and a loss of \$2.0 million related to disposals of property and equipment for certain end of life products.

Selling, general and administrative expenses in the second and third quarters of 2013, respectively, include \$1.1 million and \$1.0 million in costs related to the closure of the San Clemente, California office.

Selling, general and administrative expenses in the fourth quarter 2012 include \$1.5 million of expenses related to the bankruptcy filing of a major retail customer and \$0.7 million of expenses associated with the settlement of a patent litigation matter.

Selling, general and administrative expenses in the first quarter 2012 include \$0.7 million of legal expenses related to a lawsuit and legal settlement with Monster Cable Products, Inc.

Liquidity and Capital Resources

Our primary cash needs are working capital and capital expenditures. Historically, we have generally financed these needs with operating cash flows and borrowings under our credit facility. These sources of liquidity may be impacted by fluctuations in demand for our products, ongoing investments in our infrastructure and expenditures on marketing and advertising.

The following table sets forth, for the periods indicated, our beginning balance of cash, net cash flows provided by and used in operating, investing and financing activities and our ending balance of cash:

	Year ended December 31,		
	2013	2012	2011
	(in thousands)		
Cash and cash equivalents at beginning of year	\$ 19,345	\$ 23,302	\$ 6,462
Net cash provided by operating activities	23,456	13,542	28,803
Net cash used in investing activities	(4,131)	(10,719)	(37,052)
Net cash provided by (used in) financing activities	(159)	(6,813)	25,114
Effect of exchange rate changes on cash and cash equivalents	324	33	(25)
Cash and cash equivalents at end of year	<u>\$ 38,835</u>	<u>\$ 19,345</u>	<u>\$ 23,302</u>

Net Cash Provided by Operating Activities. Cash from operating activities consists primarily of net income adjusted for certain non-cash items including depreciation and amortization, provision for doubtful accounts, deferred income taxes, non-cash interest expense, stock-based compensation expense and the effect of changes in working capital and other activities.

In 2013, net cash provided by operating activities was \$23.5 million and consisted of net loss of \$(3.0) million plus \$11.8 million for non-cash items, less \$14.7 million for working capital and other activities. Non-cash items consisted primarily of \$9.4 million of depreciation and amortization, \$2.2 million for the loss on disposal of fixed assets, \$1.3 million for the provision for doubtful accounts and \$3.6 million of stock-based compensation expense. Working capital and other activities consisted primarily of decreases in accounts receivable of \$17.3 million, partially offset by a decrease in accounts payable of \$6.3 million.

In 2012, net cash provided by operating activities was \$13.5 million and consisted of net income of \$25.8 million plus \$16.3 million for non-cash items, less \$28.6 million for working capital and other activities. Non-cash items consisted primarily of \$6.2 million of depreciation and amortization, \$3.6 million for the provision for doubtful accounts and \$6.6 million of stock-based compensation expense. Working capital and other activities consisted primarily of increases in accounts receivable of \$29.3 million, a decrease in accrued liabilities of \$4.0 million partially offset by a decrease in prepaid expenses and other of \$2.7 million and a decrease in inventories of \$2.4 million.

In 2011, net cash provided by operating activities was \$28.8 million and consisted of net income of \$18.6 million plus \$15.2 million for non-cash items, less \$5.0 million for working capital and other activities. Non-cash items consisted primarily of \$2.0 million of depreciation and amortization, \$0.8 million of deferred income taxes, \$6.6 million of noncash interest expense and \$5.2 million of stock-based compensation expense. Working capital and other activities, net of effects of acquisitions, consisted primarily of increases in accounts receivable of \$4.2 million, inventory of \$14.0 million and prepaid expenses and other of \$4.6 million, partially offset by increases in accounts payable of \$7.6 million, income taxes payable of \$8.5 million and accrued liabilities and other current liabilities of \$1.7 million.

Net Cash Used in Investing Activities.

In 2013, net cash used in investing activities consisted primarily of \$4.1 million for purchase of property and equipment.

In 2012, net cash used in investing activities consisted of \$10.5 million for purchase of property and equipment and \$0.2 million for the purchase of intangible assets.

In 2011, net cash used in investing activities consisted of \$7.6 million for purchase of property and equipment, \$10.8 million for the acquisition of Astro Gaming and \$18.6 million for the acquisition of Kungsbacka 57 AB.

Net Cash Provided by (Used in) Financing Activities.

In 2013, net cash used in financing activities was \$0.2 million and consisted primarily of debt issuance costs.

In 2012, net cash used in financing activities was \$6.8 million and consisted of net repayments on our bank line of credit of \$9.9 million, proceeds from exercise of stock options of \$2.4 million and the related income tax benefit of \$0.7 million.

In 2011, net cash provided by financing activities was \$25.1 million and consisted of proceeds from issuance of common stock, net of issuance costs, of \$69.9 million, repayments of long term debt of \$46.8 million, repayments on our bank line of credit of \$0.9 million, proceeds from exercise of stock options of \$1.1 million and the related income tax benefit of \$1.2 million and a capital contribution by our joint venture partner of \$0.6 million.

We believe that our cash flow from operating activities will be sufficient to meet our capital requirements for at least the next twelve months, and if necessary we have available borrowings under our credit facility.

Indebtedness

On August 19, 2013, we entered into a new credit agreement and revolving line of credit, or the credit facility, with Wells Fargo Bank, National Association, as lender, which provides a line of credit of up to \$50 million. As a subfeature, the credit facility provides for letters of credit up to \$10.0 million. The credit facility is secured with a first-priority lien against substantially all of our assets.

The credit facility requires us to be in compliance with specified affirmative financial covenants, including (a) total liabilities divided by tangible net worth not greater than 1.5 to 1.0 as of the last day of each fiscal quarter; (b) asset ratio not less than 1.35 to 1.00 as of the last day of each fiscal quarter; (c) net income measured on a rolling 4-quarter basis for each fiscal quarter set forth in the table below, determined as of the last day of each such fiscal quarter, not less than the amount set forth opposite the relevant fiscal quarter:

Fiscal Quarter	Net income attributable to Skullcandy, Inc.
The fiscal quarters ending March 31, 2014, June 30, 2014 and September 30, 2014	\$ 2,500,000
The fiscal quarters ending December 31, 2014, March 31, 2015, June 30, 2015 and September 30, 2015	5,000,000
The fiscal quarters ending December 31, 2015, March 31, 2016, June 30, 2016 and September 30, 2016	7,500,000
The fiscal quarters ending December 31, 2016 and each fiscal quarter thereafter	\$ 10,000,000

(d) net income attributable to the Company, measured on a rolling 4-quarter basis for each fiscal quarter ending after August 19, 2013 and on or prior to December 31, 2013 in which an advance under the Line of Credit is made, determined as of the last day of each such fiscal quarter, not less than zero.

Our credit facility also contains certain financial covenants and other restrictions that limit the our ability, among other things, to: (a) make fixed asset purchases in any fiscal year greater than \$12 million in aggregate; (b) incur operating lease

expenses in any fiscal year greater than \$3 million in aggregate; and (c) create, incur, assume or permit to exist any indebtedness or liabilities resulting from borrowings, loans or advances, whether secured or unsecured, matured or unmatured, liquidated or unliquidated, joint or several, except (1) the liabilities of the Company and each of its subsidiaries to Wells Fargo, (2) permitted investments, (3) uncapped permitted indebtedness, and (4) capped permitted indebtedness up to \$2 million in the aggregate outstanding at any one time. Additional covenants and other restrictions exist that limit our ability, among other things, to: undergo a merger or consolidation, sell certain assets, create liens, guarantee certain obligations of third parties, make certain investments or acquisitions, and declare dividends or make distributions.

The credit facility carries interest based on the 3-month LIBOR, resetting daily (floating), plus applicable margin. Applicable margin is determined by our (total liabilities / tangible net worth) quarterly as follows: (a) < 0.25:1.00 Applicable Margin to be 1.30%; (b) > = 0.25:1.00 Applicable Margin to be 1.50%. We may borrow, partially or wholly repay our outstanding borrowings, and reborrow, subject to all of the limitations, terms and conditions of the note, during the term of the note. The credit facility expires on August 19, 2018. At December 31, 2013 and December 31, 2012 total borrowings outstanding were \$0, \$0, respectively. To the extent that that our rolling four quarter net income is less than the threshold stated in the covenants above, our ability to draw upon the line of credit may be limited.

Contractual Obligations and Commitments

The following table summarizes, as of December 31, 2013, the total amount of future payments due in various future periods:

	Payments Due by Period				
	Total	Less Than One Year	1-3 Years	3-5 Years	More Than Five Years
	(in thousands)				
Operating lease obligations	\$ 3,600	\$ 1,540	\$ 2,049	\$ 11	\$ —
Sponsorship agreements	1,539	1,146	393	—	—
Other contractual obligations	15,008	4,618	10,390		
Total	<u>\$ 20,147</u>	<u>\$ 7,304</u>	<u>\$ 12,832</u>	<u>\$ 11</u>	<u>\$ —</u>

We lease office space under non-cancelable operating leases. The leases expire at various dates through 2018, excluding extensions at our option, and contain provisions for rental adjustments, including in certain cases, adjustments based on increases in the Consumer Price Index. The leases generally contain renewal provisions for varying periods of time.

We have contractual relationships with certain of our sponsored athletes, musicians and artists, whereby we compensate them for promoting our products or pay them a royalty on sales of their signature headphones. Sponsorship arrangements are typically structured to give our sponsored team members financial incentives to maintain a highly visible profile with our products. Our contracts typically have a one-to three-year term, and grant us a license for the use of their names and likenesses, and typically require them to maintain exclusive association with our headphones. In turn, we agree to make cash payments to our sponsored team members for wearing our products during various public appearances, in magazine shoots and on the podium after certain competitive victories. In addition to cash payments, we also generally provide limited complimentary products for their use, and reimburse certain travel expenses incurred in conjunction with promoting our products.

Our other contractual obligations consist of warehouse distribution services with our third party supply chain providers.

Indemnification

We agreed to indemnify our officers and directors for certain events or occurrences, while the officer or director is or was serving at our request in such capacity. The maximum amount of potential future indemnification is unlimited; however, we have a director and officer insurance policy that limits our exposure and could enable us to recover a portion of any future amounts paid. We are unable to reasonably estimate the maximum amount that could be payable under these arrangements since these obligations are not capped but are conditional to the unique facts and circumstances involved. Accordingly, we have no liabilities recorded for these agreements as of December 31, 2013.

Off-Balance Sheet Arrangements

We currently do not have any off-balance sheet arrangements or financing activities with special-purpose entities.

Critical Accounting Policies and Estimates

Our consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States. To prepare these financial statements, we must make estimates and assumptions that affect the reported amounts of assets and liabilities. These estimates also affect our reported net sales and expenses. Judgments must also be made about the disclosure of contingent liabilities. Actual results could be significantly different from these estimates. We believe that the following discussion addresses the accounting policies that are necessary to understand and evaluate our reported financial results.

Revenue Recognition and Sales Returns and Allowances

Net sales are recognized when title and risk of loss pass to the retailer or distributor and when collectability is reasonably assured. Generally, we extend credit to our retailers and distributors and do not require collateral. Our payment terms are typically net-30 with terms up to net-120 for certain international customers. We recognize revenue net of estimated product returns and pricing adjustments. Further, we provide for product warranties in accordance with the contract terms given to various retailers and end users by accruing estimated warranty costs at the time of revenue recognition based on historical experience. We have entered into contracts with various retailers granting a conditional right of return allowance with respect to defective products. The contracts with each retailer specify the defective allowance percentage of gross sales. We have executed an open return program with a major retailer allowing for an unlimited amount of returns. Estimates for these items are based on actual experience and are recorded as a reduction of revenue at the time of recognition or when circumstances change resulting in a change in estimated returns.

Accounts Receivable

Throughout the year, we perform credit evaluations of our retailers and distributors, and we adjust credit limits based on payment history and the retailer's or distributor's current creditworthiness. We continuously monitor our collections and maintain an allowance for doubtful accounts based on our historical experience and any specific customer collection issues that have been identified. The Company records a specific reserve for individual accounts when the Company becomes aware of a customer's likely inability to meet its financial obligations, such as in the case of bankruptcy filings or deterioration in the customer's operating results or financial position. If circumstances related to customer change, the Company would further adjust estimates of the recoverability of receivables. Bad debt expense is reported as a component of selling, general and administrative expenses. Historically, our losses associated with uncollectible accounts have been consistent with our estimates, but there can be no assurance that we will continue to experience the same credit loss rates that we have experienced in the past. Unforeseen, material financial difficulties of our retailers or distributors could have an adverse impact on our profits.

Inventories

We value inventories at the lower of the cost or the current estimated market value of the inventory. Substantially all of our inventory is comprised of finished goods. We regularly review our inventory quantities on hand and adjust inventory values for excess and obsolete inventory based primarily on estimated forecasts of product demand and market value. Demand for our products could fluctuate significantly. The demand for our products could be negatively affected by many factors, including, but not limited to the following:

- unanticipated changes in consumer preferences;
- weakening economic conditions;
- terrorist acts or threats;
- reduced consumer confidence in the retail market; and
- unseasonable weather.

Some of these factors could also interrupt the production and importation of our products or otherwise increase the cost of our products. As a result, our operations and financial performance could be negatively affected. Additionally, our estimate of product demand and market value could be inaccurate, which could result in excess and obsolete inventory.

Long-Lived Assets Including Goodwill and Intangible Assets

We review property and equipment and certain identifiable intangible assets, excluding goodwill, for impairment. Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of these assets is measured by comparison of their carrying amounts to future undiscounted cash flows the assets are expected to generate. If property, plant and equipment and certain identifiable intangibles are considered to be impaired, the impairment to be recognized equals the amount by which the carrying value of the assets exceeds its fair market value. We did not record any impairments during 2013, 2012 and 2011.

Prior to the acquisitions of Astro Gaming in April 2011 and Kungsbacka 57 AB in August 2011, we did not have goodwill. We do not amortize goodwill and intangible assets with indefinite useful lives, rather such assets are required to be tested for impairment at least annually or sooner whenever events or changes in circumstances indicate that the assets may be impaired. We perform our goodwill and intangible asset impairment tests in the fourth quarter of each fiscal year. We did not recognize any goodwill or intangible asset impairment charges in 2013, 2012 and 2011.

We amortize our intangible assets with definite lives over their estimated useful lives and review these assets for impairment. We are currently amortizing our acquired intangible assets with definite lives over periods ranging between three to eight years.

Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred income tax assets and liabilities are established for temporary differences between the financial reporting basis and the tax basis of our assets and liabilities at tax rates expected to be in effect when such assets or liabilities are realized or settled. Deferred income tax assets are reduced by valuation allowances when necessary.

Assessing whether deferred tax assets are realizable requires significant judgment. We consider all available positive and negative evidence, including historical operating performance and expectations of future operating performance. The ultimate realization of deferred tax assets is often dependent upon future taxable income and therefore can be uncertain. To the extent we believe it is more likely than not that all or some portion of the asset will not be realized, valuation allowances are established against our deferred tax assets, which increase income tax expense in the period when such a determination is made.

Income taxes include the largest amount of tax benefit for an uncertain tax position that is more likely than not to be sustained upon audit based on the technical merits of the tax position. Settlements with tax authorities, the expiration of statutes of limitations for particular tax positions, or obtaining new information on particular tax positions may cause a change to the effective tax rate. We recognize accrued interest and penalties related to unrecognized tax benefits in the provision for income taxes on the consolidated statements of operations.

Stock-Based Compensation

We account for all stock-based compensation awards to employees using a fair-value method and recognize the fair value of each award as an expense over the requisite service period. Option awards issued to non-employees (excluding non-employee directors) are recorded at their fair value as determined in accordance with authoritative guidance, are periodically revalued at each reporting date, and are recognized as expense over the related service period.

For purposes of calculating stock-based compensation, we estimate the fair value of stock options using a Black-Scholes-Merton valuation model, which requires the use of certain subjective assumptions including expected term, volatility, expected dividend, risk-free interest rate, forfeiture rate and the fair value of our common stock. These assumptions generally require significant judgment.

We estimate the expected term of employee options using the average of the time-to-vesting and the contractual term. We derive our expected volatility from the historical volatilities of several public companies within our industry because we have little information on the volatility of the price of our common stock since we have no trading history prior to our IPO on July 19, 2011. When making the selections of our industry peer companies to be used in the volatility calculation, we also considered the stage of development, size and financial leverage of potential comparable companies. These historical volatilities are weighted based on certain qualitative factors and combined to produce a single volatility factor. Our expected dividend rate is zero, as we have never paid any dividends on our common stock and do not anticipate any dividends in the foreseeable future. We base the risk-free interest rate on the U.S. Treasury yield in effect at the time of grant for zero coupon U.S. Treasury notes with maturities approximately equal to each grant's expected life.

We estimate our forfeiture rate based on an analysis of our actual forfeitures and will continue to evaluate the appropriateness of the forfeiture rate based on actual forfeiture experience, analysis of employee turnover behavior and other factors. Quarterly changes in the estimated forfeiture rate can have a significant effect on reported stock-based compensation expense, as the cumulative effect of adjusting the rate for all expense amortization is recognized in the period the forfeiture estimate is changed. If a revised forfeiture rate is higher than the previously estimated forfeiture rate, an adjustment is made that will result in a decrease to the stock-based compensation expense recognized in the consolidated financial statements. If a revised forfeiture rate is lower than the previously estimated forfeiture rate, an adjustment is made that will result in an increase to the stock-based compensation expense recognized in the consolidated financial statements.

Performance-based restricted stock units, or PSUs, vest subject to the achievement of certain predetermined performance goals and employment over the requisite service period. If a performance goal is not met or is not expected to be met, we do not recognize expense on the number of the PSUs that are not expected to vest, and we reverse any previously recognized compensation expense on those PSUs in the period that expectations change.

We completed an employee stock option exchange program during 2013 which permitted the Company's eligible employees to exchange some or all of their eligible outstanding options to purchase the Company's common stock. The Company did not record additional compensation cost related to the exchange as the estimated fair value of the new options did not exceed the fair value of the exchanged stock options calculated prior to the exchange.

Item 7A. Qualitative and Quantitative Disclosures about Market Risk

Interest Rate Risk

We maintain a credit facility that provides for revolving loans of up to \$50.0 million and letters of credit up to \$10.0 million. At December 31, 2013, there were no borrowings outstanding. We currently do not engage in any interest rate hedging activity.

Foreign Currency Risk

In the normal course of business, we are exposed to foreign currency exchange rate risks that could impact our results of operations. We are exposed to gains and losses resulting from fluctuations in foreign currency exchange rates relating to certain sales and expenses of our international subsidiaries that are denominated in currencies other than their functional currencies. We are exposed to gains and losses resulting from the effect that fluctuations in foreign currency exchange rates have on the reported results in our consolidated financial statements due to the translation of the operating results and financial position of our international subsidiaries. Changes in foreign currency rates affect our consolidated statement of operations and distort comparisons between periods. We do not enter into foreign currency exchange contracts to hedge the translation of operating results and financial position of our international subsidiaries.

We use various foreign currency exchange contracts as part of our overall strategy to manage the level of exposure to the risk of fluctuations in foreign currency exchange rates. On the date we enter into a derivative contract, we designate the derivative as a hedge of the identified exposure. We formally document all relationships between hedging instruments and hedged items, as well as the risk-management objective and strategy for entering into various hedge transactions. We identify in this documentation the asset, liability, firm commitment, or forecasted transaction that has been designated as a hedged item and indicate how the hedging instrument is expected to hedge the risks related to the hedged item. We formally measure effectiveness of our hedging relationships both at the hedge inception and on a quarterly basis in accordance with our risk management policy. Derivatives that do not qualify or are no longer deemed effective to qualify for hedge accounting but are used by management to mitigate exposure to currency risks are marked to fair value with corresponding gains or losses recorded in earnings. We enter into forward exchange and other derivative contracts with major banks and are exposed to foreign currency losses in the event of nonperformance by these banks. We anticipate, however, that these banks will be able to fully satisfy their obligations under the contracts. Accordingly, we do not obtain collateral or other security to support the contracts.

The net fair value of foreign currency forward contracts (including adjustments for credit risk) as of December 31, 2013 was a liability of \$0.3 million compared to an liability of \$0.1 million as of December 31, 2012. The potential decrease in fair value of foreign currency forward contracts (excluding adjustments for credit risk), assuming a 10% adverse change in the underlying foreign currency exchange rates versus the U.S. Dollar, would be approximately \$0.8 million as of December 31, 2013 compared with a decrease of approximately \$2.1 million as of December 31, 2012. If adjustments for credit risk were to be included, the decrease would be smaller.

Inflation

Inflationary factors, such as increases in the cost of our product and overhead costs, may adversely affect our operating results. Although we do not believe that inflation has had a material impact on our financial position or results of operations to date, a high rate of inflation in the future may have an adverse effect on our ability to maintain current levels of gross margin and selling, general and administrative expenses as a percentage of net sales if the selling prices of our products do not increase with these increased costs.

Outstanding Orders

We typically receive the bulk of our orders from retailers approximately three weeks prior to the date the products are to be shipped and from distributors approximately six weeks prior to the date the products are to be shipped. Generally, these orders are not subject to cancellation prior to the date of shipment. Retailers regularly request reduced order lead-time, which puts pressure on our supply chain. Our open order book varies by season, with the highest level occurring during the fourth quarter.

Item 8. Financial Statements and Supplementary Data.

The Consolidated Financial Statements and Schedules listed in the Index to Financial Statements, Schedules and Exhibits on page F-1 are filed as part of this annual report.

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

None.

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

As required by Rule 13a-15(b) under the Securities Exchange Act of 1934, as amended, or the Exchange Act, our management, including our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act). In designing and evaluating the disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives and in reaching a reasonable level of assurance, our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. We have carried out an evaluation under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based upon their evaluation and subject to the foregoing, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2013.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining effective internal control over financial reporting and for the assessment of the effectiveness of internal control over financial reporting. Our internal control over financial reporting is a process designed, as defined in Rule 13a-15(F) under the Exchange Act, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with U.S. generally accepted accounting principles.

In connection with the preparation of our annual consolidated financial statements, our management has undertaken an assessment of the effectiveness of our internal control over financial reporting based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework), or the COSO Framework. Management's assessment included evaluation of elements such as the design and operating effectiveness of key financial reporting controls, process documentation, accounting practices, and our overall control environment. Based on this assessment, management has concluded that our internal control over financial reporting was effective as of December 31, 2013. We reviewed the results of management's assessment with the Audit Committee of our Board of Directors.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements, or prevent or detect all error and fraud. Any control system, no matter how well designed and operated, is based upon certain assumptions and can provide only reasonable, not absolute, assurance that its objectives will be met. Further, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the Company have been detected. 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.

Our independent registered public accounting firm, Ernst & Young LLP, independently assessed the effectiveness of our internal control over financial reporting and has issued an attestation report on our internal control over financial reporting.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended December 31, 2013 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders of
Skullcandy, Inc.

We have audited Skullcandy Inc.'s internal control over financial reporting as of December 31, 2013, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) (the "COSO criteria"). Skullcandy, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

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 effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. 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.

In our opinion, Skullcandy, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2013, based on the COSO criteria.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Skullcandy, Inc. as of December 31, 2013 and 2012, and the related consolidated statements of operations, comprehensive income (loss), redeemable convertible preferred stock and stockholders' (deficit) equity, and cash flows for each of the three years in the period ended December 31, 2013 of Skullcandy, Inc. and our report dated March 14, 2014 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Salt Lake City, Utah
March 14, 2014

Item 9B. Other Information.

None.

PART III

We are incorporating by reference the information required by Part III of this annual report from our proxy statement for the Annual Meeting of Shareholders to be held May 14, 2014, which will be filed with the SEC within 120 days after December 31, 2013.

Item 10. Directors, Executive Officers and Corporate Governance.

Information about our directors and executive officers required by this item is included in “Directors, Executive Officers and Corporate Governance” in the Proxy Statement, which is incorporated herein by reference.

Item 11. Executive Compensation.

Information required by this item is included in “Compensation Discussion and Analysis and Executive Compensation” in the Proxy Statement, which is incorporated herein by reference.

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

Information required by this item is included in “Security Ownership of Certain Beneficial Owners and Equity Compensation Plan Information” in the Proxy Statement, which is incorporated herein by reference.

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

Information required by this item is included in “Certain Relationships and Related Person Transactions, and Corporate Governance” in the Proxy Statement, which is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services.

Information required by this item is included in “Pre-Approval of Audit and Non-Audit Services” in the Proxy Statement, which is incorporated herein by reference.

PART IV

Item 15. Exhibits, Consolidated Financial Statements and Financial Statement Schedules.

Documents filed as part of this annual report include:

1. *Consolidated Financial Statements.* We have filed the consolidated financial statements listed in the index to Consolidated Financial Statements, Schedules and Exhibits on page F-1 as part of this annual report on Form-10K.
2. *Financial Statement Schedules and Other.* All financial statement schedules have been omitted because they are not applicable, not material or the required information is shown in the consolidated financial statements or the notes thereto.
3. *Exhibits.* The exhibits listed below are filed as part of this annual report on Form 10-K.
4. (A) Exhibits

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
3.1	Amended and Restated Certificate of Incorporation of Skullcandy, Inc. (incorporated by reference to Exhibit 3.3 to Skullcandy, Inc.’s Registration Statement on Form S-1/A, filed on July 6, 2011)
3.2	Amended and Restated Bylaws of Skullcandy, Inc. (incorporated by reference to Exhibit 3.5 to Skullcandy, Inc.’s Registration Statement on Form S-1/A, filed on July 6, 2011)
4.1	Form of Stock Certificate (incorporated by reference to Exhibit 4.1 to Skullcandy, Inc.’s Registration Statement on Form S-1/A, filed on July 6, 2011)

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
4.2A	Security Holders Agreement, dated November 28, 2008, by and among Skullcandy, Inc., the security holders listed on Exhibit A thereto and Goode Skullcandy Holdings LLC (incorporated by reference to Exhibit 4.2 to Skullcandy, Inc.'s Registration Statement on Form S-1, filed on January 28, 2011)
4.2B	Amendment to Security Holders Agreement, dated June 16, 2011, by and among Skullcandy, Inc. and the investors listed on the signature pages thereto (incorporated by reference to Exhibit 4.2(B) to Skullcandy, Inc.'s Registration Statement on Form S-1/A, filed on July 6, 2011)
4.3	Modification Agreement, dated December 31, 2010, by and among Skullcandy, Inc., the selling holders listed thereto and Goode Skullcandy Holdings LLC (incorporated by reference to Exhibit 4.3 to Skullcandy, Inc.'s Registration Statement on Form S-1, filed on January 28, 2011)
10.1	Revolving Credit and Security Agreement, dated August 31, 2010, by and among PNC Bank, National Association, UPS Capital Corporation, Skullcandy, Inc. and the other persons joined as a borrower thereto from time to time (incorporated by reference to Exhibit 10.1 to Skullcandy, Inc.'s Registration Statement on Form S-1, filed on January 28, 2011)
10.2	First Amendment and Waiver to Revolving Credit and Security Agreement, dated October 25, 2011, by and among PNC Bank, National Association, UPS Capital Corporation, Skullcandy, Inc. and the other persons joined as a borrower thereto from time to time (incorporated by reference to Exhibit 10.1 to Skullcandy, Inc.'s Current Report on Form 8-K, filed on October 21, 2011)
10.3	Amendment to Revolving Credit and Security Agreement, dated March 6, 2012, by and among PNC Bank, National Association, UPS Capital Corporation, Skullcandy, Inc. and the other persons joined as a borrower thereto from time to time (incorporated by reference to Exhibit 10.1 to Skullcandy, Inc.'s Current Report on Form 8-K, filed on March 8, 2012)
10.4	Third Amendment to Revolving Security Agreement, dated January 25, 2013, by an among PNC Bank, National Association, UPS Capital Corporation, Skullcandy, Inc. and the other persons joined as borrower thereto from time to time (incorporated by reference to Exhibit 10.1 go Skullcandy, Inc.'s Current Report on Form 8-K, filed on January 28, 2013)
10.5	Lease Agreement, dated August 27, 2007, by and between Skullcandy, Inc. and Cottonwood Newpark One, L.C. (incorporated by reference to Exhibit 10.8 to Skullcandy, Inc.'s Registration Statement on Form S-1, filed on January 28, 2011)
10.6	Lease Addendum No. 1, dated June 18, 2008, by and between Skullcandy, Inc. and Cottonwood Newpark One, L.C. (incorporated by reference to Exhibit 10.9 to Skullcandy, Inc.'s Registration Statement on Form S-1, filed on January 28, 2011)
10.7	Lease Addendum No. 2, dated July 21, 2010, by and between Skullcandy, Inc. and Cottonwood Newpark One, L.C. (incorporated by reference to Exhibit 10.10 to Skullcandy, Inc.'s Registration Statement on Form S-1, filed on January 28, 2011)
10.8	Lease Addendum No. 3, dated September 2, 2010, by and between Skullcandy, Inc. and Cottonwood Newpark One, L.C. (incorporated by reference to Exhibit 10.11 to Skullcandy, Inc.'s Registration Statement on Form S-1, filed on January 28, 2011)
10.9	Lease Addendum No. 5, dated November 16, 2012, by and between Skullcandy, Inc. and Cottonwood Newpark One, L.C.
10.10	Master Services Agreement, dated July 16, 2010, by and between Skullcandy, Inc. and UPS Supply Chain Solutions, Inc. (incorporated by reference to Exhibit 10.12 to Skullcandy, Inc.'s Registration Statement on Form S-1, filed on January 28, 2011)
10.11	2005 Stock Plan (incorporated by reference to Exhibit 10.13 to Skullcandy, Inc.'s Registration Statement on Form S-1, filed on January 28, 2011)
10.12	Form of Stock Option Agreement under the 2005 Stock Plan (incorporated by reference to Exhibit 10.8 to Skullcandy, Inc.'s Registration Statement on Form S-1, filed on January 28, 2011)
10.12A	Form of Stock Option Agreement under the 2005 Stock Plan — With Early Exercise Option (incorporated by reference to Exhibit 10.14(B) to Skullcandy, Inc.'s Registration Statement on Form S-1/A, filed on July 6, 2011)
10.13	2008 Equity Incentive Plan (incorporated by reference to Exhibit 10.15 to Skullcandy, Inc.'s Registration Statement on Form S-1, filed on January 28, 2011)
10.14	Form of Stock Option Agreement under the 2008 Equity Incentive Plan (incorporated by reference to Exhibit 10.16 to Skullcandy, Inc.'s Registration Statement on Form S-1, filed on January 28, 2011)
10.15	2011 Incentive Award Plan (incorporated by reference to Exhibit 10.17 to Skullcandy, Inc.'s Registration Statement on Form S-1/A, filed on July 6, 2011)

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.16	Form of Stock Option Agreement under the 2011 Incentive Award Plan (incorporated by reference to Exhibit 10.18 to Skullcandy, Inc.'s Registration Statement on Form S-1/A, filed on July 6, 2011)
10.17	Board of Directors Services Agreement, dated March 21, 2011, by and between Skullcandy, Inc. and Richard Alden (incorporated by reference to Exhibit 10.20 to Skullcandy, Inc.'s Registration Statement on Form S-1/A, filed on April 28, 2011)
10.18	Separation and Release Agreement, by and between Skullcandy, Inc. and Jeremy Andrus (incorporated by reference to Exhibit 10.1 to Skullcandy, Inc.'s Current Report on form 8-K, filed on February 8, 2013)
10.19	Offer letter, dated September 2, 2010, by and between Skullcandy, Inc. and Aaron Behle (incorporated by reference to Exhibit 10.22 to Skullcandy, Inc.'s Registration Statement on Form S-1/A, filed on June 1, 2011)
10.20	Separation Agreement, dated March 5, 2012, by and between Skullcandy, Inc. and Mitch Edwards (incorporated by reference to Exhibit 10.1 to Skullcandy, Inc.'s Current Report on Form 8-K, filed on March 5, 2012)
10.21	Offer letter, dated September 14, 2012, by and between Skullcandy, Inc. and Kyle Wescoat
10.22	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.25 to Skullcandy, Inc.'s Registration Statement on Form S-1/A, filed on July 6, 2011)
10.23	Offer letter, dated July 16, 2012, by and between Skullcandy, Inc., and Sam Paschel
10.24	Share Purchase Agreement, dated August 26, 2011, by and among Skullcandy, Inc., Skullcandy International AG, and 57 North AB (incorporated by reference to Exhibit 2.1 to Skullcandy, Inc.'s Current Report on Form 8-K, filed on August 31, 2011)
10.25	Form of Performance-Vesting Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 99.1 to Skullcandy, Inc.'s Current Report on Form 8-K, filed on May 25, 2012)
10.26	Separation Agreement and Release by and between Jeremy Andrus and Skullcandy, Inc. (incorporated by reference to Exhibit 10.1 to Skullcandy, Inc.'s Current Report on Form 8-K, filed on February 8, 2013)
10.27	Amended and Restated Skullcandy, Inc. 2011 Incentive Award Plan (incorporated by reference to Annex A to Skullcandy, Inc.'s Definitive Proxy Statement on Schedule 14A filed on April 30, 2012)
10.28	Skullcandy, Inc. Nonqualified Inducement Stock Option Grant Notice and Stock Option Agreement (incorporated by reference to Exhibit 99.1 to Skullcandy, Inc.'s Registration Statement on Form S-8, filed on May 10, 2013)
10.29	Skullcandy, Inc. Inducement Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 99.2 to Skullcandy, Inc.'s Registration Statement on Form S-8, filed on May 10, 2013)
10.30	Separation Agreement between Skullcandy, Inc. and Nate Morley dated as of September 13, 2013
10.31	Separation Agreement between Skullcandy, Inc. and Aaron Behle dated as of August 9, 2013
10.32	Separation Agreement between Skullcandy, Inc. and Kyle Wescoat dated as of October 4, 2013
10.33	Credit Agreement dated as of August 19, 2013, by and between Skullcandy, Inc., a Delaware corporation and Wells Fargo Bank, National Association (incorporated by reference to Exhibit 10.1 to Skullcandy, Inc.'s Current Report on Form 8-K, filed on August 21, 2013)
10.34	Revolving line of credit note dated August 19, 2013 by Skullcandy, Inc., a Delaware corporation (incorporated by reference to Exhibit 10.2 to Skullcandy, Inc.'s Current Report on Form 8-K, filed on August 21, 2013)
10.35	Astro Gaming Supplemental Compensation Plan
21.1	List of Subsidiaries
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934

Table of Contents

Exhibit No.	Description of Exhibit
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS*	XBRL Instance
101.SCH*	XBRL Taxonomy Extension Schema
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase
101.DEF*	XBRL Taxonomy Extension Definition Linkbase
101.LAB*	XBRL Taxonomy Extension Label Linkbase
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase

* XBRL (Extensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, is deemed not filed for purposes of section 18 of the Securities Exchange Act of 1934, and is otherwise not subject to liability under these sections.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders of
Skullcandy, Inc.

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

We conducted our audits in accordance with auditing 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. An audit also 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 audits provide a reasonable basis for our opinion.

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

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board, Skullcandy, Inc.'s internal control over financial reporting as of December 31, 2013, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) and our report dated March 14, 2014 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Salt Lake City, Utah
March 14, 2014

SKULLCANDY, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share data)

	As of December 31,	
	2013	2012
Assets		
Current assets:		
Cash and cash equivalents	\$ 38,835	\$ 19,345
Accounts receivable, net	57,549	76,307
Inventories	40,284	41,567
Prepaid expenses and other current assets	4,663	5,604
Deferred taxes	4,695	2,943
Total current assets	146,026	145,766
Property and equipment, net	10,021	16,000
Intangibles	10,979	12,481
Goodwill	13,867	13,867
Deferred financing fees	224	161
Total assets	<u>\$ 181,117</u>	<u>\$ 188,275</u>
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 16,565	\$ 22,887
Accrued liabilities	22,838	21,047
Total current liabilities	39,403	43,934
Deferred taxes	—	2,219
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value \$0.0001 per share; 10,000,000 shares authorized and no shares issued and outstanding at December 31, 2013 and 2012, respectively.	—	—
Common stock, par value \$0.0001 per share; 200,000,000 shares authorized, 32,604,650 shares issued and 27,778,248 shares outstanding at December 31, 2013; 200,000,000 shares authorized, 32,525,766 shares issued and 27,699,364 shares outstanding at December 31, 2012, respectively	3	3
Treasury stock, 4,826,402 shares at cost at December 31, 2013 and 2012	(43,294)	(43,294)
Additional paid-in capital	131,428	128,676
Accumulated other comprehensive loss	(171)	(22)
Retained earnings	53,182	56,218
Total Skullcandy stockholders' equity	141,148	141,581
Noncontrolling interests	566	541
Total stockholders' equity	141,714	142,122
Total liabilities and stockholders' equity	<u>\$ 181,117</u>	<u>\$ 188,275</u>

See the accompanying notes to consolidated financial statements.

SKULLCANDY, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except share and per share data)

	Year Ended December 31,		
	2013	2012	2011
Net sales	\$ 210,092	\$ 297,686	\$ 232,469
Cost of goods sold	116,958	158,254	116,930
Gross profit	93,134	139,432	115,539
Selling, general and administrative expenses	98,129	97,948	73,378
Income (loss) from operations	(4,995)	41,484	42,161
Other expense	516	453	1,761
Interest expense	382	641	1,089
Interest expense—related party	—	—	6,384
Income (loss) before income taxes and noncontrolling interests	(5,893)	40,390	32,927
Income taxes (benefit)	(2,882)	14,574	14,306
Net income (loss)	(3,011)	25,816	18,621
Net loss (income) attributable to noncontrolling interests	(25)	63	(4)
Preferred stock dividends	—	—	(17)
Net income (loss) attributable to Skullcandy, Inc.	\$ (3,036)	\$ 25,879	\$ 18,600
Net income (loss) per common share attributable to Skullcandy, Inc.			
Basic	\$ (0.11)	\$ 0.94	\$ 0.93
Diluted	(0.11)	0.92	0.79
Weighted average common shares outstanding			
Basic	27,740,945	27,405,017	20,078,579
Diluted	27,740,945	27,980,983	23,573,962

See the accompanying notes to consolidated financial statements.

SKULLCANDY, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(in thousands of dollars)

	Twelve Months Ended December 31,		
	2013	2012	2011
Net income (loss)	\$ (3,011)	\$ 25,816	\$ 18,621
Unrealized gain (loss) on foreign currency cash flow hedges, net of tax benefit of \$20, \$78 and (\$20) for the twelve months ended December 31, 2013, 2012 and 2011, respectively	(178)	(224)	181
Foreign currency translation adjustment	29	84	(63)
Comprehensive income (loss)	(3,160)	25,676	18,739
Comprehensive loss (income) attributable to noncontrolling interests	(25)	63	(4)
Comprehensive income (loss) attributable to Skullcandy, Inc.	<u>\$ (3,185)</u>	<u>\$ 25,739</u>	<u>\$ 18,735</u>

See the accompanying notes to consolidated financial statements.

SKULLCANDY, INC.

CONSOLIDATED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)

(in thousands of dollars)

	Series A, B and C Redeemable Convertible Preferred Stock		Common Stock		Treasury Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Skullcandy Stockholders' Equity (Deficit)	Noncontrolling Interests	Total Stockholders' Equity (Deficit)
	Shares	Amount	Shares	Amount							
Balance at December 31, 2010	321,710	2,534	14,151,158	1	(43,294)	9,197	—	11,739	(22,357)	—	(22,357)
Net income	—	—	—	—	—	—	—	18,617	18,617	4	18,621
Exercise of stock options	—	—	557,134	—	—	1,140	—	—	1,140	—	1,140
Vesting of restricted stock	—	—	11,088	—	—	32	—	—	32	—	32
Stock-based compensation	—	—	—	—	—	5,243	—	—	5,243	—	5,243
Dividends accrued	—	—	—	—	—	—	—	(17)	(17)	—	(17)
Tax benefit related to stock options	—	—	—	—	—	1,171	—	—	1,171	—	1,171
Issuance of common stock, net of issuance costs	—	—	4,166,667	1	—	69,901	—	—	69,902	—	69,902
Conversion of convertible note into common stock	—	—	3,862,124	1	—	29,824	—	—	29,825	—	29,825
Conversion of redeemable convertible preferred stock into common stock	(321,710)	(2,534)	4,507,720	—	—	2,534	—	—	2,534	—	2,534
Unrealized gain on foreign currency cash flow hedges, net of tax	—	—	—	—	—	—	181	—	181	—	181
Foreign currency translation	—	—	—	—	—	—	(63)	—	(63)	—	(63)
Partner contributions in noncontrolling interests	—	—	—	—	—	—	—	—	—	600	600
Balance at December 31, 2011	—	—	27,255,891	3	(43,294)	119,042	118	30,339	106,208	604	106,812
Net income	—	—	—	—	—	—	—	25,879	25,879	(63)	25,816
Exercise of stock options	—	—	443,473	—	—	2,366	—	—	2,366	—	2,366
Stock-based compensation	—	—	—	—	—	6,563	—	—	6,563	—	6,563
Tax benefit related to stock options	—	—	—	—	—	705	—	—	705	—	705
Unrealized loss on foreign currency cash flow hedges, net of tax	—	—	—	—	—	—	(224)	—	(224)	—	(224)
Foreign currency translation	—	—	—	—	—	—	84	—	84	—	84
Balance at December 31, 2012	—	\$ —	27,699,364	\$ 3	(43,294)	\$ 128,676	\$ (22)	\$ 56,218	\$ 141,581	\$ 541	\$ 142,122
Net income (loss)	—	—	—	—	—	—	—	(3,036)	(3,036)	25	(3,011)
Exercise of stock options	—	—	43,719	—	—	174	—	—	174	—	174
Vesting of restricted stock	—	—	35,165	—	—	—	—	—	—	—	—
Stock-based compensation	—	—	—	—	—	3,632	—	—	3,632	—	3,632
Unrealized gain (loss) on foreign currency cash flow hedges, net of tax	—	—	—	—	—	—	(178)	—	(178)	—	(178)
Deferred tax asset true up to APIC pool	—	—	—	—	—	(962)	—	—	(962)	—	(962)
Tax benefit related to stock options	—	—	—	—	—	(92)	—	—	(92)	—	(92)
Foreign currency translation	—	—	—	—	—	—	29	—	29	—	29
Balance at December 31, 2013	—	\$ —	27,778,248	\$ 3	(43,294)	\$ 131,428	\$ (171)	\$ 53,182	\$ 141,148	\$ 566	\$ 141,714

See accompanying notes to consolidated financial statements.

SKULLCANDY, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Year Ended December 31,		
	2013	2012	2011
Operating activities			
Net income (loss)	\$ (3,011)	\$ 25,816	\$ 18,621
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	9,428	6,220	2,031
Loss on disposal of property and equipment	2,187	7	123
Provision for doubtful accounts	1,312	3,617	333
Deferred income taxes	(4,927)	(355)	805
Noncash interest expense	177	241	6,643
Stock-based compensation expense	3,632	6,563	5,243
Changes in operating assets and liabilities, net of effects of acquisitions:			
Accounts receivable	17,305	(29,287)	(4,219)
Inventories	1,140	2,433	(13,966)
Prepaid expenses and other	1,504	2,679	(4,633)
Accounts payable	(6,339)	(343)	7,616
Accrued liabilities	1,048	(4,049)	10,206
Net cash provided by operating activities	23,456	13,542	28,803
Investing activities			
Purchase of property and equipment	(4,111)	(10,475)	(7,559)
Purchase of intangible assets	(20)	(244)	(31)
Business acquisitions	—	—	(29,462)
Net cash used in investing activities	(4,131)	(10,719)	(37,052)
Financing activities			
Net borrowings (repayments) on bank line of credit	—	(9,884)	(919)
Repayment of long-term debt	—	—	(46,780)
Debt issuance costs	(241)	—	—
Proceeds from issuance of common stock, net of issuance costs	174	—	69,902
Capital contribution by joint venture partner	—	—	600
Proceeds from exercise of stock options and warrants	—	2,366	1,140
Income tax benefit related to exercise of stock options	(92)	705	1,171
Net cash provided by (used in) financing activities	(159)	(6,813)	25,114
Effect of exchange rate changes on cash and cash equivalents	324	33	(25)
Net increase (decrease) in cash and cash equivalents	19,490	(3,957)	16,840
Cash and cash equivalents, beginning of year	19,345	23,302	6,462
Cash and cash equivalents, end of year	\$ 38,835	\$ 19,345	\$ 23,302
Supplemental cash flow information:			
Cash paid for interest	\$ 1	\$ 184	\$ 6,700
Cash paid for income tax	7,042	15,112	3,842

See the accompanying notes to consolidated financial statements.

SKULLCANDY, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of the Business

Skullcandy, Inc., a Delaware corporation (the “Company” or “We”), is the original lifestyle and performance audio brand inspired by the creativity and irreverence of youth culture. Skullcandy designs, markets and distributes audio and gaming headphones, speakers and other accessories under the Skullcandy, Astro Gaming and 2XL by Skullcandy brands.

2. Summary of Significant Accounting Policies

Basis of Presentation —The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries as well as the results of a joint venture in Mexico. All intercompany balances and transactions have been eliminated. The accompanying consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States (GAAP). The Company entered into a joint venture in Mexico on September 19, 2011. The Company has the majority ownership and voting rights and controls the day-to-day operations of the entity. Accordingly, it has consolidated the results of the joint venture operations in its consolidated financial statements. The noncontrolling interests, which reflect the portion of the earnings of operations which are applicable to the other noncontrolling partner, have been classified as noncontrolling interests in the accompanying financial statements.

Management Estimates —The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Initial Public Offering —On July 19, 2011, the Company completed its initial public offering (“IPO”) of common stock in which the Company sold and issued 4,166,667 shares of common stock at a price of \$20 per share. As a result of the IPO, the Company raised a total of \$83,333,000 in gross proceeds, or approximately \$77,500,000 in net proceeds after deducting underwriting discounts and commissions and before deducting offering expenses. Upon the closing of the IPO, all shares of the Company’s preferred stock outstanding automatically converted into 4,507,720 shares of common stock. In addition, the Company’s convertible note converted into 3,862,124 shares of common stock.

Cash and Cash Equivalents —The Company considers all cash on deposit and money market accounts with original maturities when purchased of less than three months to be cash and cash equivalents. The Company maintains cash and cash equivalents in bank deposit and other investment accounts which, at times, may exceed federally insured limits.

Concentrations —Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash and trade accounts receivable. Credit is extended to customers based on an evaluation of the customer’s financial condition and collateral is not required. All customers listed below are in the North America segment. The most significant customers that accounted for a significant portion of net sales and accounts receivable are as follows:

	Net Sales Customer A	Net Sales Customer B
For the year ended December 31, 2013	10%	14%
For the year ended December 31, 2012	*	14%
For the year ended December 31, 2011	*	13%

*Indicates less than 10% of net sales for the period.

Customer B accounted for 28% and 25% of the Company’s accounts receivable as of December 31, 2013 and 2012, respectively. Customer A accounted for 14% and less than 10% of the Company’s accounts receivable as of December 31, 2013 and 2012, respectively. No other single customer accounted for greater than 10% of the Company’s accounts receivable balance as of December 31, 2013 and 2012.

The Company maintains its cash balances at various financial institutions. At times such balances may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash.

In 2013 and 2012, substantially all of the Company’s products were manufactured in China.

Allowance for Doubtful Accounts —As a general policy, collateral is not required for accounts receivable; therefore, the Company periodically monitors the need for and records an allowance for doubtful accounts based upon expected collections of

accounts receivable, historical bad debt rates, specific identification of uncollectible accounts and whether the Company has obtained credit insurance. The Company records a specific reserve for individual accounts when the Company becomes aware of a customer's likely inability to meet its financial obligations, such as in the case of bankruptcy filings or deterioration in the customer's operating results or financial position. If circumstances related to customer change, the Company would further adjust estimates of the recoverability of receivables. The Company's payment terms are typically net 30 with terms up to net 120 for certain international distributors. Because the Company cannot predict future changes in the financial stability of its customers, actual future losses from uncollectible accounts may differ from estimates. When the Company determines that there are accounts receivable that are uncollectible, they are charged off against the allowance for doubtful accounts. In the event the Company determines that a smaller or larger reserve is appropriate, it would record a benefit or charge to bad debt expense in the period in which such a determination was made.

Inventories —Inventories consist mainly of headphones and other audio accessories and are stated at the lower of cost or market. Cost is determined by using the first-in, first-out method. Market value is estimated based upon assumptions made about future demand and retail market conditions. If the Company determines that the estimated market value of its inventory is less than the carrying value of such inventory, it reduces inventory for such difference as a charge to cost of goods sold to reflect the lower of cost or market. As of December 31, 2013 and 2012, the Company had recorded a reduction for excess and obsolete inventory of approximately \$1,092,000 and \$951,000, respectively. As of December 31, 2013 and 2012, substantially all of the Company's inventory was comprised of finished goods.

Taxes —The Company uses the liability method of accounting for income taxes. Under this method, deferred income tax assets and liabilities are determined based on differences between the financial reporting and tax bases of assets and liabilities measured using the enacted tax rates and laws that are expected to be in effect when the differences are expected to reverse.

The Company maintains valuation allowances where it is more likely than not that a deferred tax asset will not be realized. Changes in valuation allowances are included in the Company's income tax provision in the period of change. In addition to valuation allowances, the Company provides for uncertain tax positions when such tax positions do not meet the recognition thresholds or measurement standards. Amounts for uncertain tax positions are adjusted when new information becomes available or when positions are effectively settled.

Taxes assessed by governmental authorities that are imposed concurrent with sales-producing transactions are recorded on a net basis.

Long-Lived Assets Including Goodwill and Intangible Assets —Property and equipment is stated at cost less accumulated depreciation. Depreciation is calculated using the straight-line method and recorded as expense over the estimated useful lives of the assets which range from three to seven years, or the remaining lease term, if shorter. Upon retirement or disposition of property and equipment, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in net income for that period. Major additions and betterments are capitalized to the asset accounts while maintenance and repairs, which do not improve or extend the lives of assets, are expensed as incurred.

The Company reviews property and equipment and certain identifiable intangibles, excluding goodwill, for impairment. Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of these assets is measured by comparison of their carrying amounts to future undiscounted cash flows the assets are expected to generate. If property and equipment and certain identifiable intangibles are considered to be impaired, the impairment to be recognized equals the amount by which the carrying value of the assets exceeds its fair market value. The Company did not record any impairments during 2013, 2012 and 2011.

Prior to the acquisitions of Astro Gaming, Inc. in April 2011 and Kungsbacka 57 AB in August 2011, the Company did not have goodwill. The Company does not amortize goodwill and intangible assets with indefinite useful lives, rather such assets are required to be tested for impairment at least annually or sooner whenever events or changes in circumstances indicate that the assets may be impaired. The Company has certain intangible assets related to the registration of trademarks and domain names in the United States and internationally. As these assets have no identifiable useful lives, no amortization is taken on these assets. Instead they are reviewed annually for impairment as long-lived assets. The Company performs its goodwill and indefinite lived intangible asset impairment tests in the fourth quarter of each fiscal year. The Company did not recognize any goodwill or indefinite lived intangible asset impairment charges in the years ended December 31, 2013, 2012 and 2011.

The Company amortizes its intangible assets with definite lives over their estimated useful lives using the straight-line method and reviews these assets for impairment. The Company is currently amortizing its acquired intangible assets with definite lives over periods ranging between three and eight years. Costs incurred to renew or extend the term of these intangible assets are capitalized.

Accrued Liabilities —Accrued liabilities consisted of the following:

	December 31,	
	2013	2012
	(in thousands)	
Sales returns and allowances	\$ 7,010	\$ 4,069
Accrued co-op advertising	3,951	2,273
Accrued payroll and benefits	2,390	2,416
Warranty accrual	1,582	1,207
Income taxes payable	1,218	6,062
Sales commissions	785	1,044
Other accrued liabilities	5,902	3,976
Accrued liabilities	<u>\$ 22,838</u>	<u>\$ 21,047</u>

Revenue Recognition and Sales Returns and Allowances —Net sales are recognized when title and risk of loss pass to the retailer or distributor and when collectability is reasonably assured. Net sales for online purchases are recognized when products are shipped from the Company's distribution facilities. Generally, the Company extends credit to its retailers and distributors and does not require collateral. The Company records reductions to sales for estimated product returns, allowances, pricing adjustments and discounts. Estimates of these items are based on actual experience and the terms of agreements with customers and are recorded at the time sales are recognized or when circumstances change resulting in a change in estimated returns. The Company has entered into contracts with various retailers granting a right of return. The contracts with some retailers specify the defective allowance percentage of gross sales. The actual amount of sales returns and allowances, which is uncertain, may differ from the Company's estimates. Charges to customers for shipping and handling are included in net sales and the corresponding shipping and handling expenses are included in cost of goods sold in the accompanying consolidated statements of operations. The increase in the accrued liability for sales returns and allowances from 2012 to 2013 is driven by higher recent product returns rates which increase the anticipated returns rates and additional adjustments for promotional credits during 2013 that may be requested by retailers in 2014.

Product Warranty Obligations —The Company provides for product warranties in accordance with the contract terms given to various customers and end users by accruing estimated warranty costs at the time of revenue recognition. Warranties are generally fulfilled by replacing defective products with new products. Historically, the Company has offered a lifetime warranty on returns and therefore accrues for average returns and replacements.

Activity in the warranty accrual balance, which is included in accrued liabilities on the consolidated balance sheets, was as follows:

	Warranty Accrual
	(in thousands)
Balance at December 31, 2011	1,559
Warranty Claims	(1,166)
Warranty Costs Accrued	814
Balance at December 31, 2012	\$ 1,207
Warranty Claims	(1,547)
Warranty Costs Accrued	1,922
Balance at December 31, 2013	<u>\$ 1,582</u>

Deferred Debt Issuance Costs —Deferred debt issuance costs relate to fees incurred to obtain and amend loans and revolving credit facilities. These costs are being amortized to interest expense over the life of the debt based on the effective interest method. Amortization expense related to deferred debt issuance costs was approximately \$177,000, \$241,000 and \$525,000 for the years ended December 31, 2013, 2012 and 2011, respectively.

Demand Creation —The Company expenses demand creation marketing costs, or advertising costs, generally as they are incurred and they appear in the selling, general and administrative portion of the income statement. Total demand creation marketing spend was approximately \$27,087,000, \$26,041,000 and \$23,557,000 for the years ended December 31, 2013, 2012

and 2011. Total demand creation marketing spend encompasses in-store displays, in-store fixtures, print, TV & online media purchases, athletes & team sponsorships, trade show or event costs, retailer co-op advertising programs, promotional items, content creation and royalty spending. The Company has certain sponsorship arrangements with athletes and musicians and recognizes the expense associated with contractual sponsorships in accordance with the terms of the contract. Various sponsorship arrangements specify a payment upon consummation of the contract as well as monthly installments. Prepayments are expensed ratably over the term of the contract. Other sponsorship arrangements specify a payment based on discrete performance criteria, such as a podium appearance, and are expensed upon achievement of the performance criteria. Amounts capitalized on the balance sheet as prepayments were \$215,000 and \$416,000 as of December 31, 2013 and 2012, respectively. Amounts paid to individuals and teams for contractual sponsorships were approximately \$2,330,000, \$1,566,000 and \$870,000 for the years ended December 31, 2013, 2012 and 2011, respectively (See Note 12 for a further description).

Net Income (Loss) Per Share —Basic net income (loss) per common share attributable to Skullcandy, Inc. is computed by dividing the net income (loss) attributable to Skullcandy, Inc. for the period by the weighted average number of shares of common stock outstanding during the reporting period. Diluted net income per common share attributable to Skullcandy, Inc. reflects the effects of potentially dilutive securities, which consist of preferred stock, convertible note, warrants, unvested restricted stock and stock options. A reconciliation of the numerator and denominator used in the calculation of basic and diluted net income per common share attributable to Skullcandy, Inc. is as follows:

	Year Ended December 31,		
	2013	2012	2011
	(in thousands)		
Numerator			
Net income (loss) attributable to Skullcandy, Inc.	\$ (3,036)	\$ 25,879	\$ 18,600
Denominator			
Weighted average common stock outstanding for basic net income per common share	27,741	27,405	20,079
Effect of dilutive securities—preferred stock	—	—	2,470
Effect of dilutive securities—warrants, unvested restricted stock and stock options	—	576	1,025
Weighted average common shares and dilutive securities outstanding	27,741	27,981	23,574

For the years ended December 31, 2013, 2012 and 2011, 2,556,221, 2,523,495 and 2,473,977 shares subject to stock options, preferred stock and the convertible note were excluded from the diluted calculation as their inclusion would have been anti-dilutive. Contingently issuable shares (“PSUs”) that have not met the necessary conditions as of the end of a reporting period are not included in the calculation of diluted net income per common share for that period. The Company had contingently issuable awards outstanding that did not meet the performance conditions as of December 31, 2013 and December 31, 2012 respectively and, therefore, were excluded from the calculation of diluted net income per common share. The maximum number of potentially dilutive shares that could be issued upon vesting for such awards was 112,132 as of December 31, 2013. These amounts were also excluded from the computation of anti-dilutive securities.

Stock-Based Compensation —The Company accounts for stock-based compensation in accordance with accounting guidance that requires all stock-based compensation awards granted to employees and directors to be measured at fair value and recognized as an expense in the financial statements. In addition, this guidance requires that excess tax benefits related to stock-based compensation awards be reflected as financing cash flows. During 2013, the Company completed an employee stock option exchange program and accounted for the stock option exchange program in accordance with accounting guidance which requires the stock option exchange to be a value neutral transaction, or for any incremental compensation expense to be recorded in the period of exchange.

Fair Value of Financial Instruments —The carrying amounts shown for the Company’s cash and cash equivalents, accounts receivable and accounts payable approximate fair value because of the short term maturity of those instruments.

Foreign Currency —The Company translates the financial statements of its international subsidiaries that have the local currency as their functional currency to U.S. dollars using month-end rates of exchange for assets and liabilities, and average rates of exchange for revenues, costs, and expenses. The Company records translation gains and losses in accumulated other comprehensive income as a component of stockholders’ equity. The Company recorded \$29,000 and \$84,000 of net translation gain in 2013 and 2012. The Company records net gains and losses resulting from foreign exchange transactions as a component of other expense. These gains and losses are net of those realized on foreign exchange contracts. The Company recorded foreign exchange transaction losses of \$421,000, \$611,000 and \$364,000 in 2013, 2012 and 2011, respectively.

Financial Derivatives and Hedging Activities —The Company uses financial derivatives to manage exposure to changes in foreign currencies. The Company records all derivatives on the consolidated balance sheets at fair value. The accounting for changes in the fair value of derivatives depends on the intended use of the derivative, whether the Company has elected to designate a derivative in a hedging relationship and apply hedge accounting, and whether the hedging relationship has satisfied the criteria necessary to apply hedge accounting.

The effective portion of the gain or loss on derivative instruments designated and qualifying as a hedge of the exposure to variability in expected future cash flows related to forecasted transactions is deferred and reported as a component of accumulated other comprehensive income. Deferred gains or losses are reclassified to the Company's consolidated statements of operations at the time the hedged forecasted transaction is recorded in the consolidated statements of operations. The effectiveness of cash flow hedges is assessed at inception and quarterly thereafter. If the instrument becomes ineffective or it becomes probable that the originally-forecasted transaction will not occur, the related change in fair value of the derivative instrument is also reclassified from accumulated other comprehensive income and recognized in earnings. The Company does not offset fair value amounts recognized for derivative instruments.

Reclassifications —Certain reclassifications have been made to the 2012 balances to conform to the 2013 presentation to better reflect where these costs should be presented in the statement of operations. For this reason, tooling depreciation and warranty related expenses are being included in cost of goods sold for all comparable periods. For the year ended December 31, 2012, \$1,488,000 was reclassified from selling, general and administrative expenses to cost of goods sold.

3. Allowance for Doubtful Accounts and Sales Returns

Following is a rollforward of the allowance for doubtful accounts and for sales returns and allowances, which are classified as a reduction of accounts receivable and in accrued liabilities, respectively:

	Doubtful Accounts	Sales Returns & Allowances
	(in thousands)	
Balance, December 31, 2010	\$ 3,003	\$ 2,945
Provision	333	15,178
Assumed in acquisition of Kungsbacka 57 AB	—	375
Deductions	(2,737)	(14,299)
Balance, December 31, 2011	599	4,199
Provision	3,617	19,984
Deductions	(1,655)	(20,114)
Balance, December 31, 2012	2,561	4,069
Provision	1,312	25,305
Deductions	(1,992)	(22,364)
Balance, December 31, 2013	<u>\$ 1,881</u>	<u>\$ 7,010</u>

4. Property and Equipment, Net

Property and equipment, net, consisted of the following:

	December 31,	
	2013	2012
	(in thousands)	
Cost:		
Leasehold improvements	\$ 3,025	\$ 3,185
Furniture and fixtures	8,246	7,518
Other equipment	5,754	6,931
Computer equipment and software	6,134	5,104
Vehicles	195	174
	<u>23,354</u>	<u>22,912</u>
Less accumulated depreciation	(13,333)	(6,912)
Property and equipment, net	<u>\$ 10,021</u>	<u>\$ 16,000</u>

Depreciation expense related to property and equipment was \$7,910,000 , \$4,779,000 and \$1,637,000 , for the years ended December 31, 2013 , 2012 and 2011 , respectively.

5. Goodwill and Intangibles

The Company performs its goodwill and intangible asset impairment tests in the fourth quarter of each fiscal year. The Company did not recognize any goodwill or intangible asset impairment charges in the years ended December 31, 2013 , 2012 and 2011 . Intangible assets subject to amortization consist principally of amounts assigned to non-compete agreements and customer relationships. The trade/brand name is not subject to amortization. Intangible assets as of December 31, 2013 consist of the following:

	December 31, 2013			
	(in thousands)			
	Weighted Average Remaining Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Non-compete agreements	0.7	\$ 430	\$ 334	\$ 97
Customer relationships	5.7	10,850	3,025	7,825
Trade/brand name	Indefinite	2,200	—	2,200
Registration of trademarks and domain names	Indefinite	857	—	857
Total		<u>\$ 14,337</u>	<u>\$ 3,359</u>	<u>\$ 10,979</u>

	December 31, 2012			
	(in thousands)			
	Weighted Average Remaining Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Non-compete agreements	1.7	\$ 430	\$ 191	\$ 239
Customer relationships	6.7	10,850	1,644	9,206
Trade/brand name	Indefinite	2,200	—	2,200
Registration of trademarks and domain names	Indefinite	836	—	836
Total		<u>\$ 14,316</u>	<u>\$ 1,835</u>	<u>\$ 12,481</u>

Aggregate amortization expense for amortizing intangible assets was \$1,518,000 and \$1,441,000 for the years ended December 31, 2013 and 2012 . There was \$394,000 amortization expense for amortizing intangible assets in 2011 . Estimated annual amortization expense for each of the next five years is as follows:

	2014	2015	2016	2017	2018
	(in thousands)				
Estimated annual amortization expense	\$ 1,476	\$ 1,381	\$ 1,381	\$ 1,381	\$ 1,381

6. Debt

Credit Facility

On August 19, 2013, the Company entered into a new credit agreement and revolving line of credit, or the credit facility, with Wells Fargo Bank, National Association, as lender, which provides a line of credit of up to \$50,000,000. As a subfeature, the credit facility provides for letters of credit up to \$10,000,000. The credit facility is secured with a first-priority lien against substantially all of the assets of the Company. The credit facility requires the Company to be in compliance with specified affirmative financial covenants, including (a) total liabilities divided by tangible net worth not greater than 1.5 to 1.0 as of the last day of each fiscal quarter; (b) asset ratio not less than 1.35 to 1.00 as of the last day of each fiscal quarter; (c) net income attributable to the Company, measured on a rolling 4-quarter basis for each fiscal quarter set forth in the table below, determined as of the last day of each such fiscal quarter, not less than the amount set forth opposite the relevant fiscal quarter:

Fiscal Quarter	Net income attributable to Skullcandy, Inc.
The fiscal quarters ending March 31, 2014, June 30, 2014 and September 30, 2014	\$ 2,500,000
The fiscal quarters ending December 31, 2014, March 31, 2015, June 30, 2015 and September 30, 2015	5,000,000
The fiscal quarters ending December 31, 2015, March 31, 2016, June 30, 2016 and September 30, 2016	7,500,000
The fiscal quarters ending December 31, 2016 and each fiscal quarter thereafter	\$ 10,000,000

(d) net income attributable to the Company, measured on a rolling 4-quarter basis for each fiscal quarter ending after August 19, 2013 and on or prior to December 31, 2013 in which an advance under the Line of Credit is made, determined as of the last day of each such fiscal quarter, not less than zero.

The Company's credit facility also contains certain financial covenants and other restrictions that limit the Company's ability, among other things, to: (a) make fixed asset purchases in any fiscal year greater than \$12 million in aggregate; (b) incur operating lease expenses in any fiscal year greater than \$3 million in aggregate; and (c) create, incur, assume or permit to exist any indebtedness or liabilities resulting from borrowings, loans or advances, whether secured or unsecured, matured or unmatured, liquidated or unliquidated, joint or several, except (1) the liabilities of the Company and each of its subsidiaries to Wells Fargo, (2) permitted investments, (3) uncapped permitted indebtedness, and (4) capped permitted indebtedness up to \$2,000,000 in the aggregate outstanding at any one time. Additional covenants and other restrictions exist that limit the Company's ability, among other things, to: undergo a merger or consolidation, sell certain assets, create liens, guarantee certain obligations of third parties, make certain investments or acquisitions, and declare dividends or make distributions. As of December 31, 2013, the Company was in compliance with all applicable covenants in its credit facility.

7. Income Taxes

Income tax expense consisted of the following components:

	Year Ended December 31,		
	2013	2012	2011
	(in thousands)		
Current:			
Federal	\$ 306	\$ 12,379	\$ 11,682
State	95	949	1,306
Foreign	1,718	1,576	336
Total current	2,119	14,904	13,324
Deferred:			
Federal	(3,759)	(385)	1,056
State	(212)	96	30
Foreign	(1,030)	(41)	(104)
Total deferred	(5,001)	(330)	982
Total provision (benefit) for income taxes	\$ (2,882)	\$ 14,574	\$ 14,306

The Company has not provided U.S. income taxes and foreign withholding taxes on the undistributed earnings of foreign subsidiaries as of December 31, 2013 because the Company intends to permanently reinvest such earnings outside the U.S. If these foreign earnings were to be repatriated in the future, the related U.S. tax liability may be reduced by any foreign income taxes previously paid on these earnings.

A reconciliation from the U.S. statutory federal income tax rate to the effective income tax rate is as follows:

	Year Ended December 31,	
	2013	2012
U.S. federal statutory income tax rate	34.0 %	35.0 %
State tax, net of federal tax impact	1.8 %	2.1 %
Stock-based compensation	8.9 %	1.3 %
Tax credits	7.6 %	(0.5)%
Foreign rate differential	(2.8)%	(2.4)%
Other	(0.8)%	0.5 %
	48.7 %	36.0 %

Total earnings before income tax expense and noncontrolling interests were comprised of the following:

	December 31,	
	2013	2012
	(in thousands)	
Domestic operations	\$ (9,142)	\$ 33,332
Foreign operations	3,249	7,058
Earnings before income tax expense and noncontrolling interests	\$ (5,893)	\$ 40,390

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and their tax bases. Significant components of deferred income tax assets and liabilities are as follows:

	December 31,	
	2013	2012
	(in thousands)	
Current deferred tax assets:		
Bad debt reserve	\$ 329	\$ 313
Obsolete inventory reserve	(70)	(141)
Allowance for sales returns	2,004	1,247
Warranty reserve	564	440
Compensation accruals	—	310
Intercompany revenue	109	—
Uniform capitalization regulations accrual	773	774
Total current deferred taxes	3,709	2,943
Noncurrent deferred tax assets (liabilities):		
Fixed assets	(1,142)	(3,057)
Stock compensation	4,123	3,578
Net operating loss	514	304
Amortization	(2,353)	(2,884)
Other	20	5
Total noncurrent deferred taxes before valuation allowance	1,162	(2,054)
Valuation allowance	(176)	(165)
Total noncurrent deferred taxes, net of valuation allowance	986	(2,219)
Total net deferred tax assets	\$ 4,695	\$ 724

As of December 31, 2013, the Company had \$514,000 in deferred tax assets associated with foreign net operating loss carryforwards which will begin to expire in 7 to 10 years. As of December 31, 2013 the Company has established a valuation allowance of \$176,000 against the portion of the net operating loss carryovers which are more likely than not to not be realized.

Deferred tax assets and liabilities are classified as current or non-current, depending on the classification of the assets and liabilities to which they relate. Deferred taxes arising from temporary differences that are not related to an asset or liability are classified as current or non-current, depending on the periods in which the temporary differences are expected to reverse. During 2013, the Company wrote-off Deferred Tax Assets related to stock options that had been forfeited with a corresponding adjustment to APIC in the amount of \$962,000.

We have not recorded a deferred tax liability for \$14.2 million of undistributed earnings of subsidiaries located outside of the United States. Although tax liabilities might result from the payment of dividends out of such earnings, or as a result of a sale or liquidation of non-U.S. subsidiaries, these earnings are permanently reinvested outside of the United States and we do not have any plans to repatriate these earnings or to sell or liquidate any of these non-U.S. subsidiaries. To the extent that we are able to repatriate the unremitted earnings in a tax efficient manner, or in the event of a change in our capital situation or investment strategy in which such funds become needed for funding our U.S. operations, we would be required to accrue and pay U.S. taxes to repatriate these funds, net of foreign tax credits. The determination of the tax liability upon repatriation is not practicable.

The Company has gross unrecognized tax benefits that are accounted for under authoritative guidance for accounting for uncertainty in income taxes. This guidance prescribes a comprehensive model for financial recognition, measurement, presentation and disclosure of uncertain tax positions taken or expected to be taken in income tax returns. Under this guidance, companies may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the tax authorities based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement.

During the year ended December 31, 2013, the aggregate changes in the total gross amount of unrecognized tax benefits were as follows (in thousands):

December 31, 2012	\$	316
Decrease of unrecognized tax benefits taken in prior years		(80)
Increase in unrecognized tax benefits related to current year		132
December 31, 2013	\$	<u>368</u>

The Company does not anticipate any significant change within 12 months of this reporting date of its uncertain tax positions, and the Company does not anticipate any events which could cause a change to these uncertainties. The Company recognizes accrued interest and penalties related to uncertain tax positions as part of income tax expense. As of December 31, 2013 and 2012, the Company has no significant accrued interest and penalties. As of December 31, 2013, the U.S. Federal statute of limitations remains open for the tax years ended December 31, 2010 and forward. The majority of the state statutes of limitations remain open for the tax years ended December 31, 2010 and forward.

During the years ended December 31, 2013 and 2012, the Company recorded a tax expense of \$92,000 and tax benefit of \$705,000, respectively directly to equity for excess tax deductions related to stock-based compensation expense.

8. Segment Information

Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance. The Company has determined that the chief operating decision maker at the Company is the Chief Executive Officer and the Chief Financial Officer, collectively. The Company operates exclusively in the consumer products category in which the Company develops and distributes audio products and accessories. Prior to the Company's acquisition of Kungsbacka 57 AB in August of 2011, the Company operated in one business segment and therefore separate financial information for each of the Company's current segments is not available for the twelve months ended December 31, 2011. Based on the nature of the financial information that is reviewed by the Company's chief operating decision maker, following the acquisition of Kungsbacka 57 AB, the Company operates in two operating and reportable segments, North America and International. The North America segment primarily consists of Skullcandy, Astro Gaming, and 2XL by Skullcandy product sales to customers in the United States, Canada and Mexico (through the Company's joint venture). The international segment primarily includes Skullcandy product sales to customers in Europe and Asia that are served by the Company's European and Asian operations. Included in the North America segment for the twelve months ended December 31, 2013 and 2012 are net sales of \$5,040,000 and \$19,740,000, respectively that represent products that were sold from North America to retailers and distributors in other countries. All intercompany revenues, expenses, payables and receivables are eliminated in consolidation and are not reviewed when evaluating segment performance. Each segment's performance is evaluated based on net sales, gross profit and operating income. The accounting policies of the segments are the same as those described in the summary of significant accounting policies in Note 2. Information related to the Company's operating segments is as follows:

	2013	2012
	(in thousands)	
Net sales		
North America	\$ 160,041	\$ 250,262
International	50,051	47,424
Consolidated	<u>210,092</u>	<u>297,686</u>
Gross profit		
North America	70,188	115,711
International	22,946	23,721
Consolidated	<u>93,134</u>	<u>139,432</u>
Income (loss) from operations		
North America	(9,057)	31,869
International	4,062	9,615
Consolidated	<u>(4,995)</u>	<u>41,484</u>
Identifiable assets		
North America	130,934	134,422
International	50,183	53,853
Consolidated	<u>181,117</u>	<u>188,275</u>
Long-lived assets		
North America	11,712	17,439
International	9,288	11,042
Consolidated	<u>21,000</u>	<u>28,481</u>
Goodwill		
North America	6,805	6,805
International	7,062	7,062
Consolidated	<u>\$ 13,867</u>	<u>\$ 13,867</u>

9. Employee Benefit Plan

The Company maintains a salary deferral 401(k) plan for all full-time employees in the United States. This plan allows employees to contribute a portion of their pretax salary up to the maximum dollar limitation prescribed by the Internal Revenue Service. The Company made matching contributions to the plan totaling \$541,000, \$469,000 and \$371,000 for the years ended December 31, 2013, 2012 and 2011, respectively and the expenses are included in selling, general and administrative expenses.

10. Stock-Based Compensation

Overview

The Company has a stock option plan that provides for the grant of incentive and nonqualified options to purchase the Company's common stock to selected officers, other key employees, directors and consultants. Options are granted at a price not less than the fair market value on the date of grant and generally become exercisable between one and four years after the date of grant in accordance with an applicable vesting schedule, and generally expire ten years from the date of grant.

Stock Option Exchange

On August 6, 2013, the Company commenced a voluntary employee stock option exchange program (the "Exchange Program") to permit the Company's eligible employees to exchange some or all of their eligible outstanding options ("Original Options") to purchase the Company's common stock with an exercise price greater than or equal to \$9.62 per share, whether vested or unvested, for a lesser number of new stock options ("New Options"). In accordance with the terms and conditions of the Exchange Program, on September 4, 2013, the Company closed the exchange program and accepted outstanding options to purchase an aggregate of 1,120,847 shares of the Company's common stock, with exercise prices ranging from \$9.62 to \$20.00, and issued, in exchange, an aggregate of 532,427 New Options with an exercise price of \$5.33. The New Options will cliff vest in increments of 25% on each anniversary for the next four years. The exchange resulted in a decrease in the Company's

common stock subject to outstanding stock options by 588,420 shares, which increased the number of future shares available to be issued.

The Company did record additional compensation cost related to the exchange as the estimated fair value of the new options did not exceed the fair value of the exchanged stock options calculated immediately prior to the exchange. The Company will recognize the remaining unamortized compensation cost related to the exchanged options over the vesting period of the new options.

Stock Options

Prior to the IPO, the fair value of the common stock that underlies the stock options was historically determined by the board of directors based upon information available to it at the time of grant. Because there was no public market for the common stock prior to the IPO on July 19, 2011, the Company's board of directors determined the fair value of the Company's common stock based on an analysis of relevant metrics, including the following: (i) the rights, privileges and preferences of the convertible preferred stock; (ii) the Company's operating and financial performance; (iii) the hiring of key personnel; (iv) the introduction of new products; (v) the risks inherent in the development and expansion of the Company's products; (vi) the fact that the stock option grants involve illiquid securities in a private company; (vii) the likelihood of achieving a liquidity event, such as an IPO or sale of the Company; and (viii) an estimated enterprise value determined by applying a consistent multiple to the Company's earnings before interest, taxes, depreciation and amortization, or EBITDA. In addition, the board of directors obtained periodic valuation studies from an independent third party valuation firm. In performing its valuation analysis, the valuation firm engaged in discussions with management, analyzed historical and forecasted financial statements and reviewed corporate documents. In addition, these valuation studies were based on a number of assumptions, including industry, general economic, market and other conditions that could reasonably be evaluated at the time of the valuation.

The Company recorded \$3,632,000, \$6,563,000 and \$5,243,000 in stock-based compensation expense for the years ended December 31, 2013, 2012 and 2011, respectively. All stock-based compensation expense is included in selling, general and administrative expenses. The Company has not recorded any stock-based compensation expense on its performance-based restricted stock units as the Company does not believe that it is probable that the performance criteria will be met. The Company utilized the Black-Scholes-Merton valuation model for estimating the fair value of options granted. The Company calculated the fair value of each option grant on the respective dates of grant using the following weighted average assumptions:

	Year Ended December 31,		
	2013	2012	2011
Fair value of options granted	\$ 4.08	\$ 5.46	\$ 8.61
Risk-free interest rate	1.21%	1.17%	2.29%
Expected term (in years)	6.3	6.1	7.0
Expected dividend yield	—%	—%	—%
Expected volatility	53.6%	40.4%	39.5%

Option valuation methods, including Black-Scholes-Merton, require the input of highly subjective assumptions, which are discussed below.

Expected Term —For options granted prior to 2012, options granted generally vest as follows: 25% of the shares on the first anniversary of the vesting commencement date and the remaining 75% proportionately each month over the next 36 months. For options granted in 2012 or later, options granted generally vest as follows: 25% of the shares vest on each anniversary of the vesting commencement date. Options granted generally expire 10 years from the date of grant. In order to compute the expected term for the four-year period immediately following our IPO, we elected to use the simplified method due to insufficient historical exercise data available to provide a reasonable basis upon which to estimate the expected term.

Expected Volatility —Authoritative accounting guidance on stock-based compensation indicates that companies should consider volatility over a period generally commensurate with the expected or contractual term of the stock option. Adequate Company-specific data does not exist for this time period, due to the Company's IPO in 2011. The volatility variable used is a benchmark of other comparable companies' volatility rates.

Expected Dividend Yield —The dividend rate used is zero as the Company has never paid any cash dividends on its common stock and does not anticipate doing so in the foreseeable future. The Company is also restricted from paying dividends on common stock under its credit facility.

Risk-Free Interest Rate —The interest rates used are based on the implied yield currently available on U.S. Treasury zero-coupon issues with an equivalent remaining term equal to the expected life of the award.

Expected Forfeiture Rate —Based on historical experience of option pre-vesting cancellations, the Company has assumed a 5.57% forfeiture rate for its current options. Under the true-up provisions of the authoritative guidance related to stock-based compensation, the Company will modify the expense if the actual forfeiture rate is different than what the Company estimated.

The unrecognized compensation cost of stock options and restricted stock as of December 31, 2013 was \$7,792,000, which is expected to be recognized over the weighted average remaining vesting period of 3.43. As of December 31, 2013, there were approximately 2,100,000 shares of common stock available for future issuances of stock options.

Changes in stock options issued are as follows:

	Options Outstanding	Price Range	Weighted- Average Price	Weighted- Average Contractual Term (in years)	Aggregate Intrinsic Value (1)
Balance at December 31, 2010	3,350,228	\$ 0.30 – 11.99	7.97		
Granted	1,847,540	16.00 – 20.00	19.27		
Exercised	(557,134)	0.30 – 11.99	2.62		
Forfeited	(217,227)	1.85 – 20.00	13.47		
Balance at December 31, 2011	4,423,407	0.37 – 20.00	13.07		
Granted	638,326	8.50 – 16.06	12.85		
Exercised	(443,473)	0.37 – 11.99	5.39		
Forfeited	(633,821)	5.26 – 20.00	14.33		
Balance at December 31, 2012	3,984,439	0.37 – 20.00	13.68		
Granted	1,344,703	5.07 - 6.29	5.33		
Exercised	(43,719)	1.85 - 5.26	3.98		
Forfeited	(2,752,974)	5.33 - 20.00	14.93		
Balance at December 31, 2013	2,532,449	0.37 – 20.00	8.06	7.0	2,729,107
Vested	1,209,686	0.37 – 20.00	10.24	4.3	408,736
Unvested	1,322,763	5.07 - 20.00	6.07	9.4	2,320,372
Exercisable as of December 31, 2013	1,209,686	0.37 – 20.00	10.24	4.3	408,736

(1) The aggregate intrinsic value is equal to the difference between the exercise price of the underlying stock option awards and the fair value of Company's common stock as of December 31, 2013.

The aggregate intrinsic value of stock options exercised during the year ended December 31, 2013 was approximately \$72,057, which was the difference between the exercise price of the underlying stock options awards and the fair value of the Company's common stock on the date of exercise.

Performance-Based Restricted Stock Units

The following table summarizes PSU activity under the Company's incentive award plan for the twelve months ended December 31, 2013:

	PSUs Outstanding	Weighted- Average Grant Date Fair Value	Weighted- Remaining Contractual Life
Balance at December 31, 2012	270,133	12.10	
Granted	—	—	
Vested	—	—	
Forfeited	(158,001)	11.88	
Balance at December 31, 2013	112,132	12.42	5.6

Restricted Stock Units

The following table summarizes RSU activity under the Company's incentive award plan for the twelve months ended December 31, 2013 :

	RSUs Outstanding	Weighted- Average Grant Date Fair Value	Weighted- Remaining Contractual Life
Balance at December 31, 2012	52,777	12.06	
Granted	777,563	5.27	
Vested	(35,165)	13.85	
Forfeited	(91,573)	5.73	
Balance at December 31, 2013	703,602	5.29	9.6

11 . Financial Derivatives and Hedging Activities

As part of the Company's overall risk management practices, the Company enters into financial derivatives primarily designed to either hedge foreign currency risks associated with forecasted international sales transactions—"cash flow hedges"; or to mitigate the impact that changes in currency exchange rates have on the amounts due from foreign currency denominated receivables—"foreign currency hedges."

Credit risk related to derivative activity arises in the event a counterparty fails to meet its obligations to the Company. This exposure is generally limited to the amounts, if any, by which the counterparty's obligations exceed the Company's obligation to them. The Company's policy is to enter into contracts only with financial institutions which meet certain minimum credit ratings.

Derivatives Designated as Hedging Instruments—Cash Flow Hedges

The Company uses currency forward contracts as cash flow hedges to manage its exposure to fluctuations in the Euro (EUR) to U.S. Dollar (USD) and Great British Pound (GBP) to U.S. Dollar exchange rates on a portion of forecasted international net sales expected to be realized over a maximum of six months. Currency forward contracts involve fixing the exchange rate for delivery of a specified amount of foreign currency on a specified date.

The effective portion of changes in the fair value of derivatives designated and that qualify as cash flow hedges of foreign exchange risk is deferred as a component of accumulated other comprehensive income in the accompanying consolidated balance sheets and is subsequently reclassified into earnings in the period that the hedged forecasted sales transactions effect earnings. The ineffective portion of the changes in fair value of derivatives designated as cash flow hedges are recognized directly to earnings and reflected in the accompanying consolidated statements of operations.

As of December 31, 2013 , the Company had the following outstanding derivatives that were used to hedge foreign exchange risks associated with forecasted transactions and designated as hedging instruments (in thousands, except for the number of instruments):

	Number of Instruments		Sell Notional	Buy Notional
Sell EUR/Buy USD Forward Contract	6	€	5,884,615	\$ 7,999,433
Sell GBP/Buy USD Forward Contract	6	£	2,761,129	4,470,371
	12			\$ 12,469,804

These contracts have maturities of six months or less.

The following table summarizes the amount of income or recognized from derivative instruments for the periods indicated and the line items in the accompanying statements of operations where the results are recorded for cash flow hedges (in thousands):

	Amount of Gain (loss) Recognized in OCI on Derivative (Effective Portion)			Location of Gain (loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Amount of Gain (loss) Reclassified from Accumulated OCI into Income (Effective Portion)			Location of Gain Recognized in Income on Derivative (Ineffective Portion and Amount Excluded from Effectiveness Testing)	Amount of Gain (loss) Recognized in Income on Derivative (Ineffective Portion and Amount Excluded from Effectiveness Testing)		
	2013	2012	2011		2013	2012	2011		2013	2012	2011
Sell EUR/Buy USD Forward Contract	\$ (376)	\$ 379	\$ 250	Net sales	\$ (277)	\$ 596	\$ 76	Net sales	\$ 7	\$ (10)	\$ 1
Sell GBP/Buy USD Forward Contract	(82)	(158)	39	Net sales	18	(124)	12	Net sales	2	(4)	—
	\$ (458)	\$ 221	\$ 289		\$ (259)	\$ 472	\$ 88		\$ 9	\$ (14)	\$ 1

The Company expects substantially all of the amounts recorded as a component of accumulated other comprehensive income (deferred losses of \$49,000) will be realized in the consolidated statements of operations within the next twelve months and the amount will vary depending on market rates.

Derivatives Not Designated as Hedging Instruments—Foreign Currency Derivatives

The Company also enters into forward foreign exchange contracts to mitigate the impact changes in currency exchange rates have on balance sheet monetary assets and liabilities. None of these contracts are designated as hedges for financial accounting purposes and, accordingly, changes in value of the foreign exchange forward contracts and in the offsetting underlying on-balance-sheet transactions are reflected in the accompanying consolidated statements of operations under the caption “Other (income) expense.” As of December 31, 2013 , the Company had the following outstanding derivatives that were not designated as hedging instruments (in thousands, except for the number of instruments):

	Number of Instruments		Sell Notional	Buy Notional
Sell EUR/Buy USD Forward Contract	2	€	2,285,561	\$ 3,124,153
Sell GBP/Buy USD Forward Contract	2	£	1,044,833	1,708,690
	4			\$ 4,832,843

These contracts generally have maturities of approximately one month from the trade date.

The following table summarizes the amount of income from derivative instruments recognized for the periods indicated and the accounts in the accompanying consolidated statements of operations where the results are recorded for economic foreign currency hedges (in thousands):

	Location of Gain (loss) Recognized in Income on Derivative	Amount of Gain (Loss) Recognized in Income on Derivative		
		2013	2012	2011
Forecasted sales hedges				
Sell EUR/Buy USD Forward Contract	Net sales	\$ (138)	\$ (74)	\$ 69
Sell GBP/Buy USD Forward Contract	Net sales	(48)	(30)	17
		\$ (186)	\$ (104)	\$ 86
Accounts receivable hedges				
Sell EUR/Buy USD Forward Contract	Other income (expense)	\$ (95)	\$ (41)	\$ 163
Sell GBP/Buy USD Forward Contract	Other income (expense)	(39)	(51)	36
		\$ (134)	\$ (92)	\$ 199

The impact of derivatives not designated as hedging instruments was substantially all offset by the remeasurement of the underlying on-balance sheet item.

Fair Value Measurements

The following table summarizes the fair values of derivative instruments as of the periods indicated and the line items in the accompanying consolidated balance sheets where the instruments are recorded (in thousands):

Balance Sheet Location	Derivatives Asset		Derivative Liabilities	
	As of December 31,		As of December 31,	
	2013	2012	2013	2012
Derivatives designated as cash flow hedges				
	Prepaid expenses and other current assets	Prepaid expenses and other current assets	Accrued liabilities	Accrued liabilities
Sell EUR/Buy USD Forward Contract	\$ —	\$ —	\$ 109	\$ 53
Sell GBP/Buy USD Forward Contract	—	—	100	9
	\$ —	\$ —	\$ 209	\$ 62
Derivatives not designated as hedging instruments				
	Prepaid expenses and other current assets	Prepaid expenses and other current assets	Accrued liabilities	Accrued liabilities
Sell EUR/Buy USD Forward Contract	\$ —	\$ 2	\$ 25	\$ 37
Sell GBP/Buy USD Forward Contract	—	—	22	21
	\$ —	\$ 2	\$ 47	\$ 58

The amounts set forth in the table above represent the net asset or liability giving effect to rights of offset with each counterparty.

The fair value hierarchy consists of three broad levels, which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described below:

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

Level 2—Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability (e.g., interest rates); and inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3—Inputs that are both significant to the fair value measurement and unobservable.

The following table shows the derivatives by level within the fair value hierarchy (in thousands):

	Quoted Prices in Active Markets for Identical Assets and Liabilities (Level 1)		Significant Other Observable Inputs (Level 2)		Significant Unobservable Inputs (Level 3)		Total Fair Value at As of December 31,	
	As of December 31,		As of December 31,		As of December 31,		December 31,	
	2013	2012	2013	2012	2013	2012	2013	2012
Assets								
Derivative Financial Instruments	\$ —	\$ —	\$ —	\$ 2	\$ —	\$ —	\$ —	\$ 2
Liabilities								
Derivative Financial Instruments	\$ —	\$ —	\$ (256)	\$ (120)	\$ —	\$ —	\$ (256)	\$ (120)

The fair values of the foreign exchange forward contracts are considered to be Level 2. Foreign currency forward contracts are valued using readily available foreign currency forward and interest rate curves. The fair value of each contract is determined by comparing the contract rate to the forward rate and discounting to present value. Contracts in a gain position are recorded in the consolidated balance sheet under the caption “Other current assets” and the value of contracts in a loss position is recorded under the caption “Other current liabilities.”

12. Commitments and Contingencies

The Company has contractual relationships with certain of its sponsored athletes, DJs, musicians and artists, whereby the Company compensates them for promoting its products or pays them a royalty on sales of their signature headphones. The contracts typically have a one- to three -year term. In addition to cash payments, the Company generally provides limited complimentary products for its sponsors use, and reimburses certain travel expenses incurred in conjunction with promoting the Company’s products. Future minimum payments under the sponsorship agreements are (in thousands):

Year ending December 31:

2014	\$	1,146
2015		326
2016		67
2017		—
Total minimum sponsorship payments	\$	<u>1,539</u>

Future minimum payments under operating lease obligations are (in thousands):

Year ending December 31:

2014	\$	1,540
2015		1,160
2016		743
2017		146
2018		11
Thereafter		—
Total minimum lease payments	\$	<u>3,600</u>

Operating lease obligations primarily relate to the Company’s lease of office space in several countries with various expiration dates through 2017. The terms of these leases often include periods of free rent, or rent holidays and increasing rental rates over time. The Company recognizes rent expense on a straight-line basis and has accrued for rent expense recorded but not paid. Rent expense for the years ended December 31, 2013 , 2012 and 2011 totaled \$2,116,000 , \$1,908,000 and \$829,000 , respectively. Estimated sublease income of \$204,000 , \$211,000 and \$218,000 expected to be received in 2014, 2015 and 2016, respectively.

Other contractual obligations consist of warehouse distribution services with the Company’s third party supply chain providers.

Year ending December 31:	
2014	\$ 4,618,000
2015	4,618,000
2016	4,618,000
2017	1,154,000
Total minimum other contractual obligations	<u>\$ 15,008,000</u>

The Company has fully cancellable purchase orders none of which extend beyond one year.

The Company is subject to various claims, complaints and legal actions in the normal course of business from time to time. The Company does not believe it has any currently pending litigation of which the outcome will have a material adverse effect on its operations or financial position.

13. Costs Associated with Exit or Disposal Activities

In June, 2013, the Company announced plans to consolidate its marketing, creative, business development and legal departments as well as certain sales and international personnel to the Company's headquarters in Park City, Utah and close the office in San Clemente, California. For the year ended December 31, 2013, the Company recorded expense of approximately \$2,227,000, of which \$1,304,000 related to severance, \$588,000 in charges related to property and equipment expected to be disposed, \$147,000 in charges associated with subleasing the former office space, and \$188,000 related to relocation and professional service expenses. Expenses are recorded in selling, general and administrative expenses for the North America segment. The Company does not anticipate any material charges associated with the San Clemente office closure to be incurred subsequent to December 31, 2013.

The Company initially recorded a liability of \$991,000 as of June 30, 2013. As of December 31, 2013, all expenses associated with the closure of the San Clemente office were paid. There was no liability recorded as of December 31, 2013.

Separation Agreement

This Separation Agreement (“Agreement”) is entered into by Skullcandy (the “Company”) and Nathan Morley (“Employee.”)

1. Termination of Employment. Employee acknowledges Employee’s employment with the Company was terminated effective September 13, 2013 (“Separation Date”), after which date Employee performed no further duties, functions or services for the Company.

2. Payment of Moneys Owed. Employee acknowledges the Company has paid all compensation owed to Employee as a result of Employee’s employment with the Company, including but not limited to Employee’s salary/wages through the Separation Date, all accrued but unused vacation/flex time through that date, all commissions and/or bonuses owed to Employee, and all business expenses, if any, incurred by Employee as a result of Employee’s employment with the Company. Employee further agrees that he has no present claim for wages or benefits, and that he is not and would not be entitled to any future wages or benefits pursuant to any claims, other than the severance pay and benefits under this Agreement.

3. Additional Payment. Within fourteen (14) days after the execution of this Agreement, the Company shall pay Employee a lump sum in the gross amount equal to \$123,076.07 less appropriate income tax withholding and payroll deductions. The payment of this additional amount does not constitute continued employment or contractor status with the Company.

4. Medical Insurance Continuation. If Employee elects to continue coverage for himself and his family under the Company’s group medical plan pursuant to COBRA, the Company shall pay the premiums to continue such coverage from October 1, 2013 through December 31, 2013, for a period of three (3) months. Thereafter, Employee shall be solely responsible for any COBRA payments or continued coverage under the Company’s medical plan (under the terms of COBRA).

5. Acknowledgment of Full Payment. Employee acknowledges the payments and arrangements described in paragraphs 2 through 4 above shall constitute full and complete satisfaction of any and all amounts due and owing to Employee as a result of Employee’s employment with the Company and/or the termination of employment, and that in the absence of this Agreement, Employee would not be entitled to, among other things, the payments specified in paragraph 3 above and the continued medical insurance coverage specified in the first sentence of paragraph 4 above.

6. Options. In accordance with IRS guidelines, Employee has 90-days from the Separation Date to exercise his vested stock options (if any), after which time any unexercised options will be cancelled and forfeited.

7. Unemployment Benefits. The Company will not contest Employee’s application for unemployment insurance benefits, if any, as a result of this Agreement. The Company does not admit or deny, by so doing, that Employee had a right to receive unemployment insurance benefits.

8. Non-Disclosure of Confidential Information. Employee acknowledges and agrees that Employee has not revealed and will not reveal in the future, nor use for Employee’s own purposes, any trade secret, proprietary information or any confidential information about the Company, its products, its service, its customers, or its methods of doing business. Employee further acknowledges his obligations under the Company’s Employment, Confidential Information, Invention Assignment, Noncompetition and Arbitration Agreements, entered into as a condition of his employment, including, without limitation, his duties related to confidential Company information, non-solicitation of Company employees, and inventions made during his tenure at the Company.

9. Return of Company Property. No later than the Separation Date, Employee shall return all property issued by the Company, including without limitation, all keys, access cards, credit cards, calling cards, computer hardware and software, cellular phones, pdas, blackberries and other mobile communications devices, and any and all confidential or proprietary Documents. For purposes of this Agreement, the term “Documents” means any written records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, forms, or any other written material, whether in physical or digital form.

10. Release and Discharge of Claims. Except as to such rights or claims as may be created by this Agreement, Employee hereby irrevocably and unconditionally remises, releases, and forever discharges the Company and any predecessor, successor, parent, subsidiary or affiliated corporation, and all present or former directors, officers, agents, employees, insurers, representatives, and attorneys, (and directors, officers, agents, employees, insurers, representatives, and attorneys of any parent,

subsidiary, or affiliated corporations), and all persons acting by, through, under or in concert with any of them (collectively the "Releasees"), or any of them, from any and all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, fixed or contingent, which any of them ever had or now has against the Releasees, from the beginning of time to the date of this Agreement, including but without limitation on the foregoing general terms, any claims arising from or relating to Employee's employment relationship with the Company or the termination thereof, including any claims arising from any alleged breach of contract, covenant of good faith and fair dealing, wrongful termination, tort or any violation of any federal, state or local statutes, ordinances or common law, including but not limited to: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act (which prohibits discrimination and harassment based upon race, religion, sex, age, color, national origin, disability, medical condition, marital status and similar protected categories); (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California Penal Code; (8) the California Constitution; (9) the California Labor Code; (10) the Federal and California Family and Medical Leave Acts; (11) the Employee Retirement Income Security Act, as amended; (12) the Federal and California Worker Adjustment and Retraining Notification Act; (13) the Age Discrimination in Employment Act of 1967 ("ADEA"); and (14) the Older Workers Benefit Protection Act ("OWBPA") which Employee now has, owns or holds, or claims to have, own or hold, or which Employee at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees relating to any conduct occurring prior to and including the date of execution of this Agreement.

In addition, if Employee is 40 years old or older at the time of this Agreement and in return for the consideration identified in Paragraphs 3 and 4 above, Employee specifically represents that Employee is knowingly and voluntarily waiving and releasing any rights Employee may have for age discrimination under the ADEA or OWBPA.

11. Knowing and Voluntary Waiver. Section 1542 of the Civil Code of the State of California provides, generally, that a release does not extend to unknown claims. Specifically, Section 1542 of the Civil Code of the State of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

For the purposes of implementing a full and complete release and discharge of Releasees, Employee expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and acknowledges that this Agreement is intended to include and discharge all claims which Employee does not know or suspect to exist at the time of execution of this Agreement related to Employee's employment with the Company and/or the termination of that employment.

12. Consideration Period. If (and only if) Employee is 40 years old or older at the time of this Agreement and in accordance with the ADEA and OWBPA, Employee acknowledges that: (1) Employee has been advised by the Company that Employee is entitled to a period of forty-five (45) days from the Separation Date within which to consider this Agreement before signing it; (2) Employee is free to sign this Agreement at any time prior to the expiration of this forty-five (45) day period if Employee so wishes; (3) Employee expressly acknowledges that Employee has taken sufficient time to consider this Agreement before signing it; and (4) this Agreement is written in a manner that Employee can understand, and Employee has fully considered the terms and conditions of this Agreement. If Employee is under the age of 40 at the time of this Agreement, Employee has forty-five (45) days from the Separation date to execute and return the Agreement to the Company, or the Agreement will automatically expire and become null and void.

13. Revocation Period. If (and only if) Employee is 40 years old or older at the time of this Agreement, the following paragraph applies: Employee acknowledges that Employee is knowingly and voluntarily waiving and releasing any rights Employee may have under the ADEA and OWBPA. Employee also acknowledges that the consideration given for the waiver and release set forth in paragraphs 3 and 4 of this Agreement is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that Employee has been advised by this writing, as required by the OWBPA Act, that: (1) Employee's waiver and release does not apply to any rights or claims that may arise after the effective date of this Agreement, or that are otherwise prohibited from release by law; (2) Employee should consult with an attorney prior to executing this Agreement; (3) Employee has up to forty-five (45) days from the Separation Date to consider this Agreement (although Employee may execute this Agreement earlier at the Employee's discretion); (4) Employee has seven (7) days following execution of this Agreement to revoke the Agreement; (5) Employee has been provided with the statistical information (attached hereto as Appendix A) required by the OWBPA; and (6) this Agreement shall not be effective until the date upon which the revocation period has expired. Employee shall provide a fully executed copy of this Agreement to the Company, attention Leslie McMahan, the date of execution of which by Employee shall begin the seven-day revocation period. Employee may revoke this Release only by giving Ms. McMahan,

formal, written notice of the revocation of this Agreement, which should be addressed to Skullcandy, Attn: Leslie McMahon, 1441 Ute Boulevard, Suite 250, Park City, UT 84098, and which should be received by Ms. McMahon, by the close of business on the seventh (7th) day following Employee's execution of this Agreement.

14. No Filings or Assignment. Employee represents that Employee has not initiated any suit or action before any federal, state or local judicial or administrative forum with respect to any matter arising out of or connected with Employee's employment by the Company and/or the termination of that employment. Employee also represents that he has not previously transferred, assigned or conveyed any right or claim released in this Agreement. Employee further represents that he has not suffered any work-related injury during his employment with the Company that he has not reported to the Company.

15. Confidentiality. Employee represents and agrees that Employee will keep the terms, amount and fact of this Agreement confidential, and that Employee will not disclose any information concerning this Agreement to any third person, other than Employee's legal and financial advisors or members of Employee's family, who shall also be advised of its confidentiality and who shall agree to be bound by this confidentiality agreement. Without limiting the generality of the foregoing, Employee specifically agrees that Employee shall not disclose information regarding this Agreement to any current or former employee of the Company. Employee agrees that a prohibited disclosure by Employee, Employee's family, attorneys, agents, advisors or representatives, whether individually or jointly, of any of the terms and conditions in violation of the foregoing shall constitute and be treated as a material breach of this Agreement.

16. Mutual Non-disparagement. The Parties agree that, for a period of one year following the Separation Date, they shall not, in any communications with the press or other media or to any customer, client or supplier of the Company, or any affiliate of the Company, criticize, ridicule or make any statement which disparages or is derogatory of each other or its affiliates or any of their respective directors or senior officers, employees or contractors. In responding to inquiries about Employee from prospective employers or other third parties, the Company shall confirm only Employee's dates of employment, titles, and final rate of pay.

17. No Representations. Employee represents and acknowledges that in executing this Agreement Employee does not rely and has not relied on any representation or statement by any of the Releasees or by any of the Releasees' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement.

18. Binding Agreement/Governing Law. This Agreement shall be binding upon Employee and Employee's heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of Releasees and each of them, and to their heirs, administrators, representatives, executors, successors, and assigns. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

19. Severability. Should any provision of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

20. Encouragement to Consult With Attorney. Employee is encouraged to consult with an attorney before signing this Agreement, but is free to sign the Agreement at the Employee's discretion.

21. Voluntary Agreement. Employee acknowledges that Employee has carefully read and fully understands this entire Agreement, and that Employee is voluntarily entering into this Agreement.

22. Entire Agreement. This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of the Agreement and/or Employee's employment with the Company.

PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Sincerely,

Leslie McMahon
Director, Talent

I expressly acknowledge that I enter this Agreement knowingly and voluntarily, without any coercion or duress, and that I have had an adequate opportunity to review this letter and to consult my attorney regarding it to the extent I wish to do so. I understand the contents of this letter, and I agree to all of its terms and conditions.

Date: _____
Nathan Morley

Separation Agreement

This Separation Agreement (“Agreement”) is entered into by Skullcandy (the “Company”) and Aaron Behle (“Employee.”)

1. Termination of Employment. Employee acknowledges Employee’s employment with the Company was terminated effective August 9, 2013 (“Separation Date”), after which date Employee performed no further duties, functions or services for the Company.
 2. Payment of Moneys Owed. Employee acknowledges the Company has paid all compensation owed to Employee as a result of Employee’s employment with the Company, including but not limited to Employee’s salary/wages through the Separation Date, all accrued but unused vacation/flex time through that date, all commissions and/or bonuses owed to Employee, and all business expenses, if any, incurred by Employee as a result of Employee’s employment with the Company. Employee further agrees that he has no present claim for wages or benefits, and that he is not and would not be entitled to any future wages or benefits pursuant to any claims, other than the severance pay and benefits under this Agreement.
 3. Acknowledgment of Prior Employment Agreement. Within fourteen (14) days after the execution of this Agreement, the Company will pay those amounts owed pursuant to Employee’s prior employment agreement dated September 2, 2010. This payment does not constitute continued employment or contractor status with the Company.
 4. Medical Insurance Continuation. If Employee elects to continue coverage for himself and his family under the Company’s group medical plan pursuant to COBRA, the Company shall pay the premiums to continue such coverage from September 1, 2013 through February 28, 2014. Thereafter, Employee shall be solely responsible for any COBRA payments or continued coverage under the Company’s medical plan (under the terms of COBRA).
 5. Acknowledgment of Full Payment. Employee acknowledges the payments and arrangements described in paragraphs 2 through 4 above shall constitute full and complete satisfaction of any and all amounts due and owing to Employee as a result of Employee’s employment with the Company and/or the termination of employment, and that in the absence of this Agreement, Employee would not be entitled to, among other things, the payments specified in paragraph 3 above and the continued medical insurance coverage specified in the first sentence of paragraph 4 above.
 6. Options. In accordance with IRS guidelines, Employee has 90-days from the Separation Date to exercise his vested stock options (if any), after which time any unexercised options will be cancelled and forfeited. Employee acknowledges that he is not entitled to, and the Company will not provide, any acceleration of unvested stock options.
 7. Unemployment Benefits. The Company will not contest Employee’s application for unemployment insurance benefits, if any, as a result of this Agreement. The Company does not admit or deny, by so doing, that Employee had a right to receive unemployment insurance benefits.
 8. Non-Disclosure of Confidential Information. Employee acknowledges and agrees that Employee has not revealed and will not reveal in the future, nor use for Employee’s own purposes, any trade secret, proprietary information or any confidential information about the Company, its products, its service, its customers, or its methods of doing business. Employee further acknowledges his obligations under the Company’s Employment, Confidential Information, Invention Assignment, Noncompetition and Arbitration Agreements, entered into as a condition of his employment, including, without limitation, his duties related to confidential Company information, non-solicitation of Company employees, and inventions made during his tenure at the Company.
 9. Return of Company Property. No later than the Separation Date, Employee shall return all property issued by the Company, including without limitation, all keys, access cards, credit cards, calling cards, computer hardware and software, cellular phones, pdas, blackberries and other mobile communications devices, and any and all confidential or proprietary Documents. For purposes of this Agreement, the term “Documents” means any written records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, forms, or any other written material, whether in physical or digital form.
 10. Release and Discharge of Claims. Except as to such rights or claims as may be created by this Agreement, Employee hereby irrevocably and unconditionally remises, releases, and forever discharges the Company and any predecessor,
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successor, parent, subsidiary or affiliated corporation, and all present or former directors, officers, agents, employees, insurers, representatives, and attorneys, (and directors, officers, agents, employees, insurers, representatives, and attorneys of any parent, subsidiary, or affiliated corporations), and all persons acting by, through, under or in concert with any of them (collectively the "Releasees"), or any of them, from any and all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, fixed or contingent, which any of them ever had or now has against the Releasees, from the beginning of time to the date of this Agreement, including but without limitation on the foregoing general terms, any claims arising from or relating to Employee's employment relationship with the Company or the termination thereof, including any claims arising from any alleged breach of contract, covenant of good faith and fair dealing, wrongful termination, tort or any violation of any federal, state or local statutes, ordinances or common law, including but not limited to: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act (which prohibits discrimination and harassment based upon race, religion, sex, age, color, national origin, disability, medical condition, marital status and similar protected categories); (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California Penal Code; (8) the California Constitution; (9) the California Labor Code; (10) the Federal and California Family and Medical Leave Acts; (11) the Employee Retirement Income Security Act, as amended; (12) the Federal and California Worker Adjustment and Retraining Notification Act; (13) the Age Discrimination in Employment Act of 1967 ("ADEA"); and (14) the Older Workers Benefit Protection Act ("OWBPA") which Employee now has, owns or holds, or claims to have, own or hold, or which Employee at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees relating to any conduct occurring prior to and including the date of execution of this Agreement.

In addition, if Employee is 40 years old or older at the time of this Agreement and in return for the consideration identified in Paragraphs 3 and 4 above, Employee specifically represents that Employee is knowingly and voluntarily waiving and releasing any rights Employee may have for age discrimination under the ADEA or OWBPA.

11. Knowing and Voluntary Waiver. Section 1542 of the Civil Code of the State of California provides, generally, that a release does not extend to unknown claims. Specifically, Section 1542 of the Civil Code of the State of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

For the purposes of implementing a full and complete release and discharge of Releasees, Employee expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and acknowledges that this Agreement is intended to include and discharge all claims which Employee does not know or suspect to exist at the time of execution of this Agreement related to Employee's employment with the Company and/or the termination of that employment.

12. Consideration Period. If (and only if) Employee is 40 years old or older at the time of this Agreement and in accordance with the ADEA and OWBPA, Employee acknowledges that: (1) Employee has been advised by the Company that Employee is entitled to a period of forty-five (45) days from the Separation Date within which to consider this Agreement before signing it; (2) Employee is free to sign this Agreement at any time prior to the expiration of this forty-five (45) day period if Employee so wishes; (3) Employee expressly acknowledges that Employee has taken sufficient time to consider this Agreement before signing it; and (4) this Agreement is written in a manner that Employee can understand, and Employee has fully considered the terms and conditions of this Agreement. If Employee is under the age of 40 at the time of this Agreement, Employee has forty-five (45) days from the Separation date to execute and return the Agreement to the Company, or the Agreement will automatically expire and become null and void.

13. Revocation Period. If (and only if) Employee is 40 years old or older at the time of this Agreement, the following paragraph applies: Employee acknowledges that Employee is knowingly and voluntarily waiving and releasing any rights Employee may have under the ADEA and OWBPA. Employee also acknowledges that the consideration given for the waiver and release set forth in paragraphs 3 and 4 of this Agreement is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that Employee has been advised by this writing, as required by the OWBPA Act, that: (1) Employee's waiver and release does not apply to any rights or claims that may arise after the effective date of this Agreement, or that are otherwise prohibited from release by law; (2) Employee should consult with an attorney prior to executing this Agreement; (3) Employee has up to forty-five (45) days from the Separation Date to consider this Agreement (although Employee may execute this Agreement earlier at the Employee's discretion); (4) Employee has seven (7) days following execution of this Agreement to revoke the Agreement; (5) Employee has been provided with the statistical information (attached hereto as Appendix A) required by the OWBPA; and (6) this Agreement shall not be effective until the date upon which the revocation period has expired. Employee

shall provide a fully executed copy of this Agreement to the Company, attention Leslie McMahon, the date of execution of which by Employee shall begin the seven-day revocation period. Employee may revoke this Release only by giving Ms. McMahon, formal, written notice of the revocation of this Agreement, which should be addressed to Skullcandy, Attn: Leslie McMahon, 1441 Ute Boulevard, Suite 250, Park City, UT 84098, and which should be received by Ms. McMahon, by the close of business on the seventh (7th) day following Employee's execution of this Agreement.

14. No Filings or Assignment. Employee represents that Employee has not initiated any suit or action before any federal, state or local judicial or administrative forum with respect to any matter arising out of or connected with Employee's employment by the Company and/or the termination of that employment. Employee also represents that he has not previously transferred, assigned or conveyed any right or claim released in this Agreement. Employee further represents that he has not suffered any work-related injury during his employment with the Company that he has not reported to the Company.

15. Confidentiality. Employee represents and agrees that Employee will keep the terms, amount and fact of this Agreement confidential, and that Employee will not disclose any information concerning this Agreement to any third person, other than Employee's legal and financial advisors or members of Employee's family, who shall also be advised of its confidentiality and who shall agree to be bound by this confidentiality agreement. Without limiting the generality of the foregoing, Employee specifically agrees that Employee shall not disclose information regarding this Agreement to any current or former employee of the Company. Employee agrees that a prohibited disclosure by Employee, Employee's family, attorneys, agents, advisors or representatives, whether individually or jointly, of any of the terms and conditions in violation of the foregoing shall constitute and be treated as a material breach of this Agreement.

16. Mutual Non-disparagement. The Parties agree that, for a period of one year following the Separation Date, they shall not, in any communications with the press or other media or to any customer, client or supplier of the Company, or any affiliate of the Company, criticize, ridicule or make any statement which disparages or is derogatory of each other or its affiliates or any of their respective directors or senior officers, employees or contractors. In responding to inquiries about Employee from prospective employers or other third parties, the Company shall confirm only Employee's dates of employment, titles, and final rate of pay.

17. No Representations. Employee represents and acknowledges that in executing this Agreement Employee does not rely and has not relied on any representation or statement by any of the Releasees or by any of the Releasees' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement.

18. Binding Agreement/Governing Law. This Agreement shall be binding upon Employee and Employee's heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of Releasees and each of them, and to their heirs, administrators, representatives, executors, successors, and assigns. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

19. Severability. Should any provision of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

20. Encouragement to Consult With Attorney. Employee is encouraged to consult with an attorney before signing this Agreement, but is free to sign the Agreement at the Employee's discretion.

21. Voluntary Agreement. Employee acknowledges that Employee has carefully read and fully understands this entire Agreement, and that Employee is voluntarily entering into this Agreement.

22. Entire Agreement. This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of the Agreement and/or Employee's employment with the Company.

PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Sincerely,

Leslie McMahon
Director, Talent

I expressly acknowledge that I enter this Agreement knowingly and voluntarily, without any coercion or duress, and that I have had an adequate opportunity to review this letter and to consult my attorney regarding it to the extent I wish to do so. I understand the contents of this letter, and I agree to all of its terms and conditions.

Date: _____
Aaron Behle

Separation Agreement

This Separation Agreement (“Agreement”) is entered into by Skullcandy (the “Company”) and Kyle Wescoat (“Employee.”)

1. Termination of Employment. Employee acknowledges Employee’s employment with the Company was terminated effective October 4, 2013 (“Separation Date”), after which date Employee performed no further duties, functions or services for the Company. Employee’s termination shall be considered a voluntary resignation following Employee’s decision to return to California.

2. Payment of Moneys Owed. Employee acknowledges the Company has paid all compensation owed to Employee as a result of Employee’s employment with the Company, including but not limited to Employee’s salary/wages through the Separation Date, all accrued but unused vacation/flex time through that date, all commissions and/or bonuses owed to Employee, and all business expenses, if any, incurred by Employee as a result of Employee’s employment with the Company. Employee further agrees that he has no present claim for wages or benefits, and that he is not and would not be entitled to any future wages or benefits pursuant to any claims, other than the severance pay and benefits under this Agreement.

3. Additional Payment. Within fourteen (14) days after the execution of this Agreement, the Company shall pay Employee a lump sum in the gross amount equal to twelve (12) months of Employee’s current base salary minus the pro-rated salary paid to Employee from June 18, 2013, through the Separation Date **\$197,185.74**, less appropriate income tax withholding and payroll deductions. The payment of this additional amount, nor the provision of an email address following the Separation Date, does not constitute continued employment or contractor status with the Company.

4. Medical Insurance Continuation. If Employee elects to continue coverage for himself and his family under the Company’s group medical plan pursuant to COBRA, the Company shall pay the premiums to continue such coverage from the Separation Date through June 2014, including continued coverage for Employee’s family during that period in the event Employee dies before June 30, 2014. Thereafter, Employee shall be solely responsible for any COBRA payments or continued coverage under the Company’s medical plan (under the terms of COBRA).

5. Acknowledgment of Full Payment. Employee acknowledges the payments and arrangements described in paragraphs 2 through 4 above shall constitute full and complete satisfaction of any and all amounts due and owing to Employee as a result of Employee’s employment with the Company and/or the termination of employment, and that in the absence of this Agreement, Employee would not be entitled to, among other things, the payments specified in paragraph 3 above and the continued medical insurance coverage specified in the first sentence of paragraph 4 above.

6. Options. In accordance with IRS guidelines, Employee has 90-days from the Separation Date to exercise his vested stock options (if any), after which time any unexercised options will be cancelled and forfeited. Employee acknowledges that he is not entitled to, and the Company will not provide, any acceleration of unvested stock options, including any unvested Performance Share Units pursuant to the Long Term Incentive Plan.

7. Unemployment Benefits. The Company will not contest Employee’s application for unemployment insurance benefits, if any, as a result of this Agreement. If requested by the appropriate agency, the Company will respond that the Employee’s employment ended due to a reorganization. The Company does not admit or deny, by so doing, that Employee had a right to receive unemployment insurance benefits.

8. Non-Disclosure of Confidential Information. Employee acknowledges and agrees that Employee has not revealed and will not reveal in the future, nor use for Employee’s own purposes, any trade secret, proprietary information or any confidential information about the Company, its products, its service, its customers, or its methods of doing business. Employee further acknowledges his obligations under the Company’s Employment, Confidential Information, Invention Assignment, Noncompetition and Arbitration Agreements, entered into as a condition of his employment, including, without limitation, his duties related to confidential Company information, non-solicitation of Company employees, and inventions made during his tenure at the Company.

9. Return of Company Property. No later than the Separation Date, Employee shall return all property issued by the Company, including without limitation, all keys, access cards, credit cards, calling cards, computer hardware and software, cellular phones, pdas, blackberries and other mobile communications devices, and any and all confidential or proprietary

Documents. For purposes of this Agreement, the term "Documents" means any written records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, forms, or any other written material, whether in physical or digital form.

10. Release and Discharge of Claims. Except as to such rights or claims as may be created by this Agreement, Employee hereby irrevocably and unconditionally remises, releases, and forever discharges the Company and any predecessor, successor, parent, subsidiary or affiliated corporation, and all present or former directors, officers, agents, employees, insurers, representatives, and attorneys, (and directors, officers, agents, employees, insurers, representatives, and attorneys of any parent, subsidiary, or affiliated corporations), and all persons acting by, through, under or in concert with any of them (collectively the "Releasees"), or any of them, from any and all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, fixed or contingent, which any of them ever had or now has against the Releasees, from the beginning of time to the date of this Agreement, including but without limitation on the foregoing general terms, any claims arising from or relating to Employee's employment relationship with the Company or the termination thereof, including any claims arising from any alleged breach of contract, covenant of good faith and fair dealing, wrongful termination, tort or any violation of any federal, state or local statutes, ordinances or common law, including but not limited to: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) Section 503 of the Rehabilitation Act of 1973; (4) the Americans with Disabilities Act; (5) the Fair Labor Standards Act (including the Equal Pay Act); (6) the California and Federal Family and Medical Leave Act; (7) the Employee Retirement Income Security Act, as amended; (8) the Age Discrimination in Employment Act of 1967 ("ADEA"); (9) the Older Workers Benefit Protection Act ("OWBPA"); (10) the Federal Worker Adjustment and Retraining Notification Act; (11) the California Fair Employment and Housing Act; (12) the California Labor Code; (13) the Utah Antidiscrimination Act; and (14) the Utah Code, including the Utah Labor Code which Employee now has, owns or holds, or claims to have, own or hold, or which Employee at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees relating to any conduct occurring prior to and including the date of execution of this Agreement.

In addition, in return for the consideration identified in Paragraphs 3 and 4 above, Employee specifically represents that Employee is knowingly and voluntarily waiving and releasing any rights Employee may have for age discrimination under the ADEA or OWBPA.

11. Knowing and Voluntary Waiver. Section 1542 of the Civil Code of the State of California provides, generally, that a release does not extend to unknown claims. Specifically, Section 1542 of the Civil Code of the State of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

For the purposes of implementing a full and complete release and discharge of Releasees, Employee expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and acknowledges that this Agreement is intended to include and discharge all claims which Employee does not know or suspect to exist at the time of execution of this Agreement related to Employee's employment with the Company and/or the termination of that employment.

12. Consideration Period. In accordance with the ADEA and OWBPA, Employee acknowledges that: (1) Employee has been advised by the Company that he is entitled to a period of forty-five (45) days from the Separation Date within which to consider this Agreement before signing it; (2) he is free to sign this Agreement at any time prior to the expiration of this forty-five (45) day period if he so wishes; (3) he expressly acknowledges that he has taken sufficient time to consider this Agreement before signing it; and (4) this Agreement is written in a manner that he can understand, and he has fully considered the terms and conditions of this Agreement.

13. Revocation Period. Employee acknowledges that Employee is knowingly and voluntarily waiving and releasing any rights Employee may have under the ADEA and OWBPA. Employee also acknowledges that the consideration given for the waiver and release set forth in paragraphs 3 and 4 of this Agreement is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that Employee has been advised by this writing, as required by the OWBPA Act, that: (1) Employee's waiver and release does not apply to any rights or claims that may arise after the effective date of this Agreement, or that are otherwise prohibited from release by law; (2) Employee should consult with an attorney prior to executing this Agreement; (3) Employee has up to forty-five (45) days from the Separation Date to consider this Agreement (although Employee may execute this Agreement earlier at the Employee's discretion); (4) Employee has seven (7) days following execution of this Agreement to revoke the Agreement; and (5) this Agreement shall not be effective until the date upon which the revocation

period has expired. Employee shall provide a fully executed copy of this Agreement to the Company, attention Leslie McMahon, the date of execution of which by Employee shall begin the seven-day revocation period. Employee may revoke this Release only by giving Ms. McMahon, formal, written notice of the revocation of this Agreement, which should be addressed to Skullcandy, Attn: Leslie McMahon, 1441 Ute Boulevard, Suite 250, Park City, UT 84098, and which should be received by Ms. McMahon, by the close of business on the seventh (7th) day following Employee's execution of this Agreement.

14. No Filings or Assignment. Employee represents that Employee has not initiated any suit or action before any federal, state or local judicial or administrative forum with respect to any matter arising out of or connected with Employee's employment by the Company and/or the termination of that employment. Employee also represents that he has not previously transferred, assigned or conveyed any right or claim released in this Agreement. Employee further represents that he has not suffered any work-related injury during his employment with the Company that he has not reported to the Company.

15. Confidentiality. Employee represents and agrees that Employee will keep the terms, amount and fact of this Agreement confidential, and that Employee will not disclose any information concerning this Agreement to any third person, other than Employee's legal and financial advisors or members of Employee's family, who shall also be advised of its confidentiality and who shall agree to be bound by this confidentiality agreement. Without limiting the generality of the foregoing, Employee specifically agrees that Employee shall not disclose information regarding this Agreement to any current or former employee of the Company. Employee agrees that a prohibited disclosure by Employee, Employee's family, attorneys, agents, advisors or representatives, whether individually or jointly, of any of the terms and conditions in violation of the foregoing shall constitute and be treated as a material breach of this Agreement.

16. Mutual Non-disparagement. The Parties agree that, for a period of one year following the Separation Date, they shall not, in any communications with the press or other media or to any customer, client or supplier of the Company, or any affiliate of the Company, criticize, ridicule or make any statement which disparages or is derogatory of each other or its affiliates or any of their respective directors or senior officers, employees or contractors. In responding to inquiries about Employee from prospective employers or other third parties, the Company shall confirm only Employee's dates of employment, titles, and final rate of pay.

17. No Representations. Employee represents and acknowledges that in executing this Agreement Employee does not rely and has not relied on any representation or statement by any of the Releasees or by any of the Releasees' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement.

18. Binding Agreement/Governing Law. This Agreement shall be binding upon Employee and Employee's heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of Releasees and each of them, and to their heirs, administrators, representatives, executors, successors, and assigns. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

19. Severability. Should any provision of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

20. Encouragement to Consult With Attorney. Employee is encouraged to consult with an attorney before signing this Agreement, but is free to sign the Agreement at the Employee's discretion.

21. Voluntary Agreement. Employee acknowledges that Employee has carefully read and fully understands this entire Agreement, and that Employee is voluntarily entering into this Agreement.

22. Entire Agreement. This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of the Agreement and/or Employee's employment with the Company.

PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Sincerely,

Leslie McMahon
Director, Talent Crew

I expressly acknowledge that I enter this Agreement knowingly and voluntarily, without any coercion or duress, and that I have had an adequate opportunity to review this letter and to consult my attorney regarding it to the extent I wish to do so. I understand the contents of this letter, and I agree to all of its terms and conditions.

Date: _____
 Kyle Wescoat

ASTRO GAMING
Change in Control Plan
_____, 20__

Highlights

Skullcandy, Inc. has created this Change in Control Plan (CIC) solely related to its AG Acquisition Corporation subsidiary, otherwise known as Astro Gaming, to reward Astro employees for their contributions to the long-term success of Astro. The objective of the CIC is to support Astro's culture and provide an incentive to increase Astro's value. The CIC is compensation in the form of a transaction award upon with the sale of Astro to an independent third party. As a participant in the CIC, employees play an important role in helping to achieve Astro's goals and its future success.

The CIC is designed to meet the following objectives:

Focus Astro's employees on long-term performance;

Strengthen the link between pay and overall performance;

Offer competitive, market-based long-term incentive award opportunities; and

Align employee interests with long-term success of Astro.

Eligibility

Astro employees employed while the CIC is in effect are initially eligible to participate, capped at 40 participants during any one time, excluding Section 16 Officers. An eligible employee's participation in the CIC and any award determinations will be made solely by both the management of Astro and Skullcandy. Awards will be based on individual's position and their ability to positively influence Astro's long-term success, contributions and performance. However, only eligible employees that remain employed through the sale of Astro to a third party will be eligible to receive any proceeds under the CIC. If an eligible employee leaves Astro employment before the sale is completed, they will not be eligible to receive an award. A sale or change of control relating to Skullcandy, Inc. automatically terminates the CIC and no payments are earned or owed by any participants in the CIC. An eligible employee will be notified in writing if they are a participant in the CIC.

CIC Funding and Participation Criteria

- Astro threshold valuation to be \$50 million (Astro Gaming only)
 - CIC funded upon sale of Astro to an independent third party with 10% of net cash proceeds received by Skullcandy for sale of Astro in excess of the \$50 million threshold
 - Sale of Astro to close on or before September 1, 2018
 - Eligible employee participation in CIC is based upon a percentage allocation of the CIC to each individual
 - Upon adoption of the CIC, approved eligible employees will be allocated a percentage payout of the CIC, as determined by both Astro and Skullcandy management.
 - New eligible employees may be added to the CIC at the beginning of each fiscal year upon the request of Astro management and approval of Skullcandy management
 - Percentage participation in CIC is based upon the following organization level guidelines: 10% Vice President, 5% Director, 2% Manager and 1% for all Individual Contributors
 - At completion of sale, if the total CIC allocation does not equal 100%, then the existing allocations will be adjusted proportionately as needed so they sum to 100%.
 - If non-cash proceeds are received by Skullcandy, CIC valuation and funding will be determined at time non-cash proceeds are monetized, net of any transactional or other costs and/or deductions (excluding any governmental taxes).
-

- CIC funded based on cash proceeds received by Skullcandy only. Other forms of consideration and holdbacks are not considered when determining initial funding of CIC.

Transaction Award Example (Cash Transaction)

- Astro sold for \$150 million in cash, less \$50 million threshold value, net cash proceeds received of \$100 million
- Astro CIC funded with 10% of net cash proceeds received, or \$10 million
- Individual's award percentage is 10% of CIC cash proceeds
- Individual receives transaction award of \$1,000,000, subject to applicable tax withholdings.

Transaction Award Example (Cash and Equity Transaction)

- Astro sold for \$100 million (\$50 million cash and \$50 million equity), less \$50 million threshold value and \$10 million costs, net proceeds received \$40 million at close
- Astro CIC not funded at close because no cash proceeds received in excess of threshold value
- Equity monetized two years later for \$30 million in cash (\$10 million less than value of equity at close)
- Astro CIC funded with 10% of cash proceeds received, or \$3 million
- Individual receives transaction award of \$300,000, subject to applicable tax withholdings.
- CIC funded based on cash proceeds received by Skullcandy only. Other forms of consideration and holdbacks are not considered when determining initial funding of CIC.

Administration of the Plan

The CIC will be administered by Skullcandy's Human Resource Department, which will have discretionary authority to interpret and modify the CIC as appropriate, and take any actions it deems necessary or advisable to carry out its duties under the CIC.

Name	Jurisdiction of Formation	Trade Names
Skullcandy North America LLC	Delaware	
Skullcandy, Inc.	Delaware	
Skullcandy International Holdings BV	Netherlands	
AG Acquisition Group	Delaware	Astro Gaming
Skullcandy Mexico S DE RL DE CV	Mexico	
Skullcandy International GmbH	Switzerland	
Kungsbacka 57 AB	Sweden	
Skullcandy Servicios Mexico S DE RL DE CV SRL	Mexico	
Skullcandy Hong Kong Limited	Hong Kong	
Skullcandy Europe BV	Netherlands	
Skullcandy Japan GK	Japan	
Skullcandy Audit "Shenzhen" Co., Ltd.	China	
Skullcandy (Shanghai) Co. Ltd.	China	

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-175734) pertaining to the Skullcandy, Inc. 2011 Incentive Award Plan, 2008 Equity Incentive Plan, and the Amended and Restated 2005 Stock Plan and the Registration Statement (Form S-8 No. 333-188532) pertaining to the Skullcandy, Inc. Nonqualified Inducement Stock Option Agreement and Skullcandy, Inc. Inducement Restricted Stock Unit Award Agreement, of our reports dated March 14, 2014, with respect to the consolidated financial statements of Skullcandy, Inc., and the effectiveness of internal control over financial reporting of Skullcandy, Inc., included in this Annual Report (Form 10-K), for the year ended December 31, 2013.

/s/ Ernst & Young LLP
Salt Lake City, Utah
March 14, 2014

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934**

I, Hoby Darling, certify that:

1. I have reviewed this annual report on Form 10-K of Skullcandy, 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 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 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.

March 14, 2014

By: /s/ S. HOBY DARLING

S. Hoby Darling,

President and Chief Executive Officer (Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934**

I, Jason Hodell, certify that:

1. I have reviewed this annual report on Form 10-K of Skullcandy, 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 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 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.

March 14, 2014

By: /s/ JASON HODELL

Jason Hodell,

Chief Financial Officer (Principal Accounting and Financial Officer)

