As filed with the Securities and Exchange Commission on October 12, 2006

Registration No. 333-136972

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

PRE-EFFECTIVE AMENDMENT NO. 1
TO
FORM SB-2
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Wireless Ronin Technologies, Inc.

(Name of Small Business Issuer in Its Charter)

Minnesota	**7373**	**41-1967918**
(State or Other Jurisdiction of Incorporation or Organization)	*(Primary Standard Industrial Classification Code Number)*	*(I.R.S. Employer Identification No.)*

14700 Martin Drive
Eden Prairie, Minnesota 55344
(952) 224-8110
(Address and Telephone Number of Principal Executive Offices and Principal Place of Business)

Jeffrey C. Mack
Chairman of the Board of Directors, President and Chief Executive Officer
Wireless Ronin Technologies, Inc.
14700 Martin Drive
Eden Prairie, Minnesota 55344
(952) 224-8110
(Name, Address and Telephone Number for Agent For Service)

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Approximate Date of Commencement of Proposed Sale to the Public: As soon as practicable after this Registration Statement becomes effective.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: o

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: o

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box: o

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PROSPECTUS

SUBJECT TO COMPLETION, DATED OCTOBER 12, 2006

WIRELESS RONIN® TECHNOLOGIES

4,500,000 Shares

Common Stock

This is a firm commitment initial public offering of 4,500,000 shares of common stock of Wireless Ronin Technologies, Inc. Prior to this offering, there has been no public market for our common stock. We are selling all of the shares of common stock being offered by means of this prospectus. The initial public offering price of our common stock is expected to be between $4.00 and $5.00 per share. We intend to apply to list our common stock on The Nasdaq Capital Market under the symbol “RNIN.”

The underwriter may also purchase up to 675,000 additional shares of our common stock at the initial offering price, less underwriting discounts and commissions within 45 days from the date of this prospectus to cover over-allotments.

Investing in our common stock involves risks, including the risk that we have had substantial losses since inception and have received a report from our independent registered accounting firm concerning our ability to continue as a going concern, and as a result may be considered to be in an unsound financial condition. See “Risk Factors” on page 6.

	Price to Public	Underwriting Discounts and Commissions	Proceeds to Wireless Ronin Technologies
Per Share	$	$	$
Total	$	$	$

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriter expects to deliver the shares of our common stock on or about , 2006.

Feltl and Company

The date of this prospectus is , 2006.

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RONINCAST®
Dynamic Digital Signage

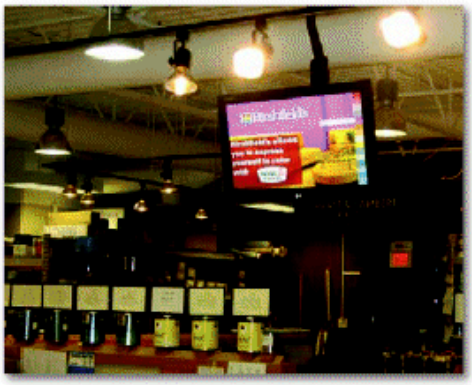
Communicating at Life Speed.™

RETAIL

ShowTickets.com
A Travelocity Company

Sealy

Chico's



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You should rely only on the information contained in this document or to which we have referred you. We have not authorized anyone to provide you with information that is different. This document may only be used where it is legal to sell these securities. The information in this document may only be accurate on the date of this document.

WIRELESS RONIN®, *RONINCAST*® and *RONIN CAST*® are our registered trademarks. This prospectus also makes references to trademarks and tradenames that are owned by other entities.

For investors outside the United States: Neither we nor the underwriter have done anything that would permit this offering or the possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. You are required to inform yourselves about and to observe any restrictions relating to this offering and the distribution of this prospectus.

Investment in our company is subject to certain limitations:

- Offers of securities to residents of the State of Alaska are limited to investors who have either (i) annual gross income of at least $65,000 and net worth of at least $65,000 or (ii) net worth of at least $150,000.
- Offers of securities in the State of California are limited to investors who have either (i) annual gross income of at least $65,000 and a net worth of at least $250,000 or (ii) net worth of at least $500,000. Additionally, an investment in our company may not exceed 10% of the investor's net worth.
- Investment in our company by a resident of the State of North Dakota may not exceed 10% of the net worth of the resident.
- Sales of securities in the State of Ohio are limited to investors who have either (i) annual income of at least $65,000 and a net worth of at least $250,000 or (ii) are deemed to be an accredited investor as that term is defined by Rule 501(a) of Regulation D under the Securities Act.
- Sales of securities in the State of Pennsylvania are limited to investors who have either (i) annual gross income of at least $65,000 and a net worth of at least $65,000 or (ii) net worth of at least $150,000. Additionally, an investment in our company in the State of Pennsylvania may not exceed 10% of the investor's net worth.
- Offers of securities to residents of the state of Washington are limited to investors who have either (i) annual gross income of at least $60,000 and net worth of at least $60,000 or (ii) net worth of at least $225,000.

In calculating net worth for each limitation above, an investor's home, home furnishings and automobiles are excluded.

PROSPECTUS SUMMARY

The items in the following summary are described in more detail later in this prospectus. This summary provides an overview of selected information and does not contain all the information you should consider. Therefore, you should also read the more detailed information set out in this prospectus, including the financial statements. You should read this prospectus carefully, especially the risks and uncertainties described under "Risk Factors." The terms "Wireless Ronin," "we" or "us" refer to Wireless Ronin Technologies, Inc.

Business Summary

General

We provide dynamic digital signage solutions targeting specific retail and service markets. Digital signage is an electronic communication media viewed by a person on a video display. A common example of digital signage is an electronic billboard display in an arena or other public area. Through a suite of software applications marketed as RoninCast®, we provide an enhanced enterprise-level content delivery system that manages, schedules and delivers digital content over wireless or wired networks. Additionally, RoninCast's flexibility allows us to develop custom solutions for specific customer applications.

RoninCast is a digital alternative to static signage, such as cardboard, paper or other forms of temporary displays delivering a static message, that provides our customers with a dynamic visual marketing system designed to enhance the way they advertise, market and deliver their messages to targeted audiences. For example, digital signage utilizing our technology can be combined with interactive touch screens to create new platforms for assisting with product selection and conveying marketing messages. RoninCast enables us to deliver a turn-key solution that includes project planning, innovative design services, network deployment, software training, equipment, hardware configuration, content development, implementation, maintenance and 24/7 help desk support.

We have installed digital signage systems in over 200 locations since the introduction of RoninCast in January 2003. We generate revenues through system sales, license fees and separate service fees, including consulting, training, content development and implementation services, as well as ongoing customer support and maintenance. We currently market and sell our software and service solutions primarily through our direct sales force and value added resellers.

Business Strategy

Our objective is to be the premier provider of dynamic digital signage solutions to customers in our targeted markets. To achieve this objective, we intend to pursue the following core strategies:

Focus on Vertical Markets. Our direct sales force focuses primarily on the following market segments:

- retail (including Sealy Corporation and Best Buy);
- hospitality (including Foxwoods Resort Casino);
- specialized services (including St. Mary's Duluth Clinic Health System); and
- public spaces (including Las Vegas Convention and Visitors Authority and Minneapolis Convention Center).

We market to companies that deploy point-of-purchase advertising or visual display systems and whose business model incorporates marketing, advertising, or delivery of messages. We believe that any businesses promoting a brand or advertisers seeking to reach consumers at public venues are also potential customers.

Marketing and Branding Initiatives. Our marketing initiatives convey our products' distinguishing and proprietary features — wireless networking, centralized content management and custom software solutions.

Leverage Strategic Partnerships and Reseller Relationships. We seek to establish and leverage relationships with market participants to integrate complementary technologies with our solutions. We believe that strategic partnerships will enable access to emerging new technologies and standards and increase our market presence.

Outsource Essential Operating Functions. We intend to outsource certain operating functions such as system installation, integration and technical field support. In addition, we contract with manufacturers for items such as stands, mounts, custom enclosures, monitors and computer hardware.

Custom Solutions. Although RoninCast is an enterprise solution designed for an array of standard applications, we also develop custom solutions in which we retain rights derived from our development activities.

New Product Development. Developing new products and technologies is critical to our success. We intend to integrate our solutions with other enterprise systems such as inventory control, point-of-sale and database applications.

Our Competitive Challenges

We are an emerging growth company in the digital signage industry. We are not currently a major factor in this industry and our products have not yet gained wide customer acceptance. Many of our current competitors in the digital signage industry have far greater resources and name recognition. These factors, among others discussed in the risk factor portion of this prospectus, represent substantial obstacles to our achieving customer acceptance and realizing our strategic plans.

Our Competitive Advantages

Our key competitive advantages are:

- *Patent-Pending Wireless Delivery System* — By utilizing wireless technology, our dynamic digital signage system can be securely implemented and operated in a variety of different venues, resulting in lower installation costs.
- *Centralized Content Management Software* — Our enterprise software controls and manages a digital signage network from one centralized location. Delivery of required content is assured and recorded, making our customers' marketing programs easier to implement.
- *Custom Solutions* — In many instances, our customers require customized software solutions. Our sales team and software engineers tailor solutions that meet our customers' needs.
- *Turn-Key Operation* — In addition to our RoninCast software, we provide the necessary hardware, accessories, deployment/installation support and service to ensure our customers have all the necessary components for a successful digital signage solution.

We were incorporated in the State of Minnesota on March 23, 2000. Our principal executive office is located at 14700 Martin Drive, Eden Prairie, Minnesota 55344. Our telephone number at that address is (952) 224-8110. We maintain a website at *www.wirelessronin.com.* Our website, and the information contained therein, is not a part of this prospectus.

The Offering

Common stock offered by us	4,500,000 shares
Common stock outstanding prior to this offering	874,368 shares
Common stock to be outstanding after this offering	7,199,329 shares, including 1,824,961 shares that will be issued at the closing of this offering upon conversion of certain of our convertible debentures and notes.
Use of proceeds	At an assumed initial public offering price of $4.50 per share, we expect the net proceeds to us from this offering will be approximately $17.0 million, or approximately $19.7 million i the underwriter exercises its over-allotment option in full. We expect to use the net proceeds from this offering as follows: • approximately $7.6 million to repay outstanding debt and accrued interest; and • the remainder for working capital and general corporate purposes. See "Use of Proceeds" for more information.
Risk factors	You should read the "Risk Factors" section of this prospectus beginning on page 6 for a discussion of factors to consider carefully before deciding to invest in shares of our common stock.
Proposed Nasdaq Capital Market symbol	RNIN

Except as otherwise indicated, all information in this prospectus:

- gives effect to a one-for-six reverse stock split of our common stock completed in April 2006;
- gives effect to the two-for-three reverse stock split of our common stock completed in August 2006;
- assumes no exercise of the underwriter's over-allotment option or underwriter's warrant; and
- assumes 1,824,961 shares of common stock will be issued at the closing of this offering upon conversion of an aggregate principal amount of $5,029,973 of our convertible debentures and notes (assuming an initial public offering price of $4.50 per share).

In this prospectus, the number of shares of common stock outstanding after this offering is based on the number of shares outstanding as of October 10, 2006 and excludes:

- 2,160,748 shares of common stock issuable upon exercise of outstanding warrants;
- 450,000 shares of common stock issuable upon exercise of a warrant to be issued to the underwriter of this offering at a per share exercise price of 120% of the initial public offering price; and
- 1,510,000 shares of common stock reserved for future issuance pursuant to options under our equity incentive plan and non-employee director stock optio plan, of which 493,333 have been issued subject to shareholder approval.

Recent Financing Transactions

Our $3,000,000 convertible debenture issued to the Spirit Lake Tribe is presently convertible into 30 percent of our issued and outstanding shares of common stock determined on a fully diluted basis. In February and July 2006, the debenture was amended to provide for automatic conversion of the debenture, simultaneous with the closing of this offering, into 30 percent of our issued and outstanding shares on a fully diluted basis, but determined without giving effect to shares issued and issuable: (i) in this offering, including shares issuable upon exercise of the warrant to be issued to the underwriter or (ii) upon conversion of the 12% convertible bridge notes we sold in March, July and August 2006 and exercise of warrants issued to the purchasers of such notes. Based on our current capitalization, we will issue 1,261,081 shares of common stock to the Spirit Lake Tribe at the closing of this offering upon conversion of this convertible debenture.

In February and March 2006, we entered into agreements with the holders of $2,029,973 of our outstanding convertible notes to provide, among other things, that the outstanding principal balances (plus, at the option of each holder, interest accrued through the closing of this offering) will be automatically converted into shares of our common stock simultaneously with the closing of this offering at a per share amount equal to the lower of: (i) $9.00 or (ii) 80% of the initial public offering price. The information contained in this prospectus assumes that accrued interest on these convertible notes will be paid in cash upon the closing of this offering out of the proceeds therefrom.

In March 2006, we sold to a group of accredited investors 12% convertible bridge notes in a principal amount of $2,775,000, together with warrants to purchase an aggregate of 555,000 shares of our common stock. The notes mature on the earlier of 30 days following completion of this offering or March 10, 2007. The notes are convertible and the warrants exercisable by the holders thereof at $7.20 per share or, following this offering, at 80% of the initial public offering price per share. The holders of these notes or warrants are not obligated to convert or exercise them.

In July and August 2006 we sold to a group of accredited investors $2,974,031 aggregate principal amount of additional 12% convertible bridge notes, together with warrants to purchase 594,806 shares of our common stock to purchasers of the bridge notes, on the same terms as the notes and warrants issued in the March 2006 offering.

Summary of Selected Financial Information

You should read the summary financial data below in conjunction with our financial statements and the related notes and with "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus. The statements of operations data for the years ended December 31, 2005 and 2004 and the balance sheet data as of December 31, 2005 and 2004 are derived from our audited financial statements that are included elsewhere in this prospectus.

	Years Ended December 31,		Unaudited Six Months Ended June 30,	
	2005	2004	2006	2005
Statement of Operations Data:				
Sales	$ 710,216	$ 1,073,990	$ 934,226	$ 384,104
Cost of revenue(1)	939,906	1,029,072	433,933	230,343
Selling, general and administrative	2,889,230	2,168,457	2,520,745	1,345,095
Research and development expenses	881,515	687,398	430,540	471,544
Other expenses	789,490	528,433	1,707,302	383,900
Net loss	(4,789,925)	(3,339,370)	(4,158,294)	(2,046,778)
Loss per common share	$ (7.18)	$ (6.87)	$ (5.27)	$ (3.40)
Weighted average basic and diluted shares outstanding	666,712	486,170	789,320	602,263

			As of June 30, 2006		
	December 31, 2005	December 31, 2004	Actual (unaudited)	As Adjusted(2)	Pro Forma(2)
Balance Sheet Data:					
Current assets	$ 768,187	$ 364,924	$ 658,596	$ 2,151,727	$ 11,638,062
Total assets	1,313,171	701,598	1,828,714	3,686,814	12,354,143
Current liabilities	7,250,478	3,999,622	9,082,269	9,187,704	1,427,612
Non-current liabilities	1,668,161	1,397,563	1,627,401	1,627,401	105,687
Total liabilities	8,918,639	5,397,185	10,709,670	10,815,105	1,533,299
Shareholders equity (deficit)	$ (7,605,468)	$ (4,695,587)	$ (8,880,956)	$ (7,128,291)	$ 10,820,844

(1) Includes $390,247 in inventory write downs for the year ended December 31, 2005 and $0 in inventory write-downs for the year ended December 31, 2004.

(2) The balance sheet data above sets forth summary financial data as of June 30, 2006, December 31, 2005 and December 31, 2004, on an actual basis, and a of June 30, 2006:

- adjusted for the issuance of $2,974,031 principal amount of 12% convertible bridge notes, 8,333 shares of common stock issued to the Spirit Lake Tribe in lieu of cash interest payable under its convertible debenture and 20,000 shares of common stock issued in connection with the exchange of outstanding debt for our 12% convertible bridge notes; and
- as further adjusted on a pro forma basis to give effect to:
  - the sale by us of 4,500,000 shares of common stock at an assumed initial public offering price of $4.50 per share in this offering and the receipt of the estimated proceeds from this offering, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, of $17,038,000;
  - the conversion of an aggregate of $5,029,973 principal amount of debentures and notes upon the completion of this offering into 1,824,961 shares of common stock; and
  - payment of certain outstanding indebtedness and accrued interest totaling $7,551,665.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks described below before participating in this offering. You should also refer to the other information in this prospectus, including our financial statements and the related notes. If any of the following risks actually occurs, our business, financial condition, operating results or cash flows could be materially harmed. As a result, the trading price of our common stock could decline, and you might lose all or part of your investment.

Risks Related to Our Business

Our operations and business are subject to the risks of an early stage company with limited revenue and a history of operating losses. The report of our independent registered public accounting firm included in this prospectus contains an explanatory paragraph expressing substantial doubt about our ability to continue as a going concern. We have incurred losses since inception, and we have had only nominal revenue. We may not ever become or remain profitable.

Since inception, we have had limited revenue from the sale of our products and services, and we have had losses. We had net losses of $4,789,925 and $3,339,370, respectively, for the years ended December 31, 2005 and 2004 and $4,158,294 for the six months ended June 30, 2006. As of June 30, 2006, we had an accumulated deficit of $22,804,270 and a shareholders deficit of $8,880,956. We expect to increase our spending significantly as we continue to expand our infrastructure. We need the proceeds from this offering to expand our sales and marketing efforts and continue research and development. The report of our independent registered public accounting firm related to our financial statements as of and for the years ended December 31, 2004 and 2005 contains an explanatory paragraph expressing substantial doubt about our ability to continue as a going concern.

We have not been profitable in any year of our operating history and anticipate incurring additional losses into the foreseeable future. We do not know whether or when we will become profitable because of the significant uncertainties regarding our ability to generate revenues. Even if we are able to achieve profitability in future periods, we may not be able to sustain or increase our profitability in successive periods. We may require additional financing in the future to support our operations. For further information, please review the risk factor “Adequate funds for our operations may not be available, requiring us to curtail our activities significantly” below.

We have formulated our business plans and strategies based on certain assumptions regarding the acceptance of our business model and the marketing of our products and services. However, our assessments regarding market size, market share, or market acceptance of our services or a variety of other factors may prove incorrect. Our future success will depend upon many factors, including factors which may be beyond our control or which cannot be predicted at this time.

Our success depends on our RoninCast system achieving and maintaining widespread acceptance in our targeted markets. If our products contain errors or defects, our business reputation may be harmed.

Our success will depend to a large extent on broad market acceptance of RoninCast and our other products and services among our prospective customers. Our prospective customers may still not use our solutions for a number of other reasons, including preference for static signage, unfamiliarity with our technology or perceived lack of reliability. We believe that the acceptance of RoninCast and our other products and services by our prospective customers will depend on the following factors:

- our ability to demonstrate RoninCast’s economic and other benefits;
- our customers becoming comfortable with using RoninCast; and
- the reliability of the software and hardware comprising RoninCast and our other products.

Our software is complex and must meet stringent user requirements. Our products could contain errors or defects, especially when first introduced or when new models or versions are released, which could cause our customers to reject our products, result in increased service costs and warranty expenses and harm our reputation. We must develop our products quickly to keep pace with the rapidly changing digital signage and communications market. In the future, we may experience delays in releasing new products as problems are corrected. Errors or defects in our products could result in the rejection of our products, damage to our reputation, lost revenues, diverted development resources and increased customer service and support costs and warranty claims. In addition, some undetected errors or defects may only become apparent as new functions are added to our products. Delays, costs and damage to our reputation due to product defects could harm our business.

Our prospective customers often take a long time to evaluate our products, with this lengthy and variable sales cycle making it difficult to predict our operating results.

It is difficult for us to forecast the timing and recognition of revenues from sales of our products because our prospective customers often take significant time evaluating our products before purchasing them. The period between initial customer contact and a purchase by a customer may be more than one year. During the evaluation period, prospective customers may decide not to purchase or may scale down proposed orders of our products for various reasons, including:

- reduced need to upgrade existing visual marketing systems;
- introduction of products by our competitors;
- lower prices offered by our competitors; and
- changes in budgets and purchasing priorities.

Our prospective customers routinely require education regarding the use and benefit of our products. This may also lead to delays in receiving customers' orders.

Adequate funds for our operations may not be available, requiring us to curtail our activities significantly.

Based on our current expense levels, we anticipate that the net proceeds from this offering will be adequate to fund our operations for at least the next 12 months. Our future capital requirements, however, will depend on many factors, including our ability to successfully market and sell our products, develop new products and establish and leverage our strategic partnerships and reseller relationships. In order to meet our needs beyond 2007, we may be required to raise additional funding through public or private financings, including equity financings. Any additional equity financings may be dilutive to shareholders, and debt financing, if available, may involve restrictive covenants. Adequate funds for our operations, whether from financial markets, collaborative or other arrangements, may not be available when needed or on terms attractive to us. If adequate funds are not available, our plans to expand our business may be adversely affected and we could be required to curtail our activities significantly.

Difficulty in developing and maintaining relationships with third party manufacturers, suppliers and service providers could adversely affect our ability to deliver our products and meet our customers' demands.

We rely on third parties to manufacture and supply parts and components for our products and provide order fulfillment, installation, repair services and technical and customer support. Our strategy to rely on third party manufacturers, suppliers and service providers involves a number of significant risks, including the loss of control over the manufacturing process, the potential absence of adequate capacity, the unavailability of certain parts and components used in our products and reduced control over delivery schedules, quality and costs. For example, we do not generally maintain a significant inventory of parts or components, but rely on suppliers to deliver necessary parts and components to third party manufacturers, in a timely manner, based on our forecasts. If delivery of our products and services to our customers is

interrupted, or if our products experience quality problems, our ability to meet customer demands would be harmed, causing a loss of revenue and harm to our reputation. Increased costs, transition difficulties and lead times involved in developing additional or new third party relationships could adversely affect our ability to deliver our products and meet our customers' demands and harm our business.

Reductions in hardware costs will likely decrease hardware pricing to our customers and would reduce our per unit revenue.

Our product pricing includes a standard percentage markup over our cost of product components, such as computers and display monitors. As such, any decrease in our costs to acquire such components from third parties will likely be reflected as a decrease in our hardware pricing to our customers. Therefore, reductions in such hardware costs could potentially reduce our revenues.

Because our future business model relies upon strategic partners and resellers, we expect to face risks not faced by companies with only internal sales forces.

We currently sell most of our products through an internal sales force. We anticipate that strategic partners and resellers will become a larger part of our sales strategy. We may not, however, be successful in forming relationships with qualified partners and resellers. If we fail to attract qualified partners and resellers, we may not be able to expand our sales network, which may have an adverse effect on our ability to generate revenues. Our reliance on partners and resellers involves several risks, including the following:

- we may not be able to adequately train our partners and resellers to sell and service our products;
- they may emphasize competitors' products or decline to carry our products; and
- channel conflict may arise between other third parties and/or our internal sales staff.

Our industry is characterized by frequent technological change. If we are unable to adapt our products and develop new products to keep up with these rapid changes, we will not be able to obtain or maintain market share.

The market for our products is characterized by rapidly changing technology, evolving industry standards, changes in customer needs, heavy competition and frequent new product introductions. If we fail to develop new products or modify or improve existing products in response to these changes in technology, customer demands or industry standards, our products could become less competitive or obsolete.

We must respond to changing technology and industry standards in a timely and cost-effective manner. We may not be successful in using new technologies, developing new products or enhancing existing products in a timely and cost effective manner. These new technologies or enhancements may not achieve market acceptance. Our pursuit of necessary technology may require substantial time and expense. We may need to license new technologies to respond to technological change. These licenses may not be available to us on terms that we can accept. Finally, we may not succeed in adapting our products to new technologies as they emerge.

Our future success depends on key personnel and our ability to attract and retain additional personnel.

Our key personnel include:

- Jeffrey C. Mack, Chairman of the Board of Directors, President and Chief Executive Officer;
- John A. Witham, Executive Vice President and Chief Financial Officer;
- Christopher F. Ebbert, Executive Vice President and Chief Technology Officer; and
- Scott W. Koller, Senior Vice President, Sales and Marketing.

If we fail to retain our key personnel or to attract, retain and motivate other qualified employees, our ability to maintain and develop our business may be adversely affected. Our future success depends significantly on the continued service of our key technical, sales and senior management personnel and their ability to execute our growth strategy. The loss of the services of our key employees could harm our business. We may in the future be unable to retain our employees or to attract, assimilate and retain other highly qualified employees who could migrate to other employers who offer competitive or superior compensation packages.

Our ability to succeed depends on our ability to protect our intellectual property, and if any third parties make unauthorized use of our intellectual property, or if our intellectual property rights are successfully challenged, our competitive position and business could suffer.

Our success and ability to compete depends substantially on our proprietary technologies. We regard our copyrights, service marks, trademarks, trade secrets and similar intellectual property as critical to our success, and we rely on trademark and copyright law, trade secret protection and confidentiality agreements with our employees, customers and others to protect our proprietary rights. Despite our precautions, unauthorized third parties might copy certain portions of our software or reverse engineer and use information that we regard as proprietary. No U.S. or international patents have been granted to us. We have applied for three U.S. patents, but we cannot assure you that they will be granted. Even if they are granted, our patents may be successfully challenged by others or invalidated. In addition, any patents that may be granted to us may not provide us a significant competitive advantage. We have been granted trademarks, but they could be challenged in the future. If future trademark registrations are not approved because third parties own these trademarks, our use of these trademarks would be restricted unless we enter into arrangements with the third party owners, which might not be possible on commercially reasonable terms or at all. If we fail to protect or enforce our intellectual property rights successfully, our competitive position could suffer. We may be required to spend significant resources to monitor and police our intellectual property rights. We may not be able to detect infringement and may lose competitive position in the market. In addition, competitors may design around our technology or develop competing technologies. Intellectual property rights may also be unavailable or limited in some foreign countries, which could make it easier for competitors to capture market share.

Our industry is characterized by frequent intellectual property litigation, and we could face claims of infringement by others in our industry. Such claims are costly and add uncertainty to our business strategy.

We could be subject to claims of infringement of third party intellectual property rights, which could result in significant expense and could ultimately result in the loss of our intellectual property rights. Our industry is characterized by uncertain and conflicting intellectual property claims and frequent intellectual property litigation, especially regarding patent rights. From time to time, third parties may assert patent, copyright, trademark or other intellectual property rights to technologies that are important to our business. In addition, because patent applications in the United States are not publicly disclosed until the patent is issued, applications may have been filed which relate to our industry of which we are not aware. We may in the future receive notices of claims that our products infringe or may infringe intellectual property rights of third parties. Any litigation to determine the validity of these claims, including claims arising through our contractual indemnification of our business partners, regardless of their merit or resolution, would likely be costly and time consuming and divert the efforts and attention of our management and technical personnel. If any such litigation resulted in an adverse ruling, we could be required to:

- pay substantial damages;
- cease the manufacture, use or sale of infringing products;

- discontinue the use of certain technology; or
- obtain a license under the intellectual property rights of the third party claiming infringement, which license may not be available on reasonable terms, or at all.

MediaTile Company USA has informed us that it filed a patent application in 2004 related to the use of cellular technology for delivery of digital content. We currently use cellular technology to deliver digital content on a limited basis. While MediaTile has not alleged that our products infringe its rights, they may do so in the future. For further information, please review "Business — Intellectual Property."

If our security measures protecting our customers' intellectual property and other information fail, we may be subject to claims based on such failure.

It is possible that the RoninCast system could be subject to security risks once it is deployed in the field. To reduce this risk, we have implemented security measures throughout RoninCast to protect our system and our customers' intellectual property and information delivered by RoninCast. If these security measures fail, unauthorized access to our customers' content could result in claims based on such failure, adversely affecting our business and financial condition.

We could have liability arising out of our previous sales of unregistered securities.

Since our inception, we have financed our development and operations from the proceeds of the sale to accredited investors of debt and equity securities. These securities were not registered under federal or state securities laws because we believed such sales were exempt under Section 4(2) of the Securities Act of 1933, as amended, and under Regulation D under the Securities Act. In addition, we issued stock purchase warrants to independent contractors and associates as compensation or as incentives for future performance. We have received no claim that such sales were in violation of securities registration requirements under such laws, but should a claim be made, we would have the burden of demonstrating that sales were exempt from such registration requirements. In addition, it is possible that a purchaser of our securities could claim that disclosures to them in connection with such sales were inadequate, creating potential liability under the anti-fraud provisions of federal and state securities or other laws. Claims under such laws could require us to pay damages, perform rescission offers, and/or pay interest on amounts invested and attorneys' fees and costs. Depending upon the magnitude of a judgment against us in any such actions, our financial condition and prospects could be materially and adversely affected.

We compete with other companies that have more resources, which puts us at a competitive disadvantage.

If we are not able to compete effectively with existing or new competitors, we may lose our competitive position, which may result in fewer customer orders and loss of market share or which may require us to lower our prices, reducing our profit margins.

The market for digital signage software is highly competitive and we expect competition to increase in the future. Some of our competitors or potential competitors have significantly greater financial, technical and marketing resources than our company. These competitors may be able to respond more rapidly than we can to new or emerging technologies or changes in customer requirements. They may also devote greater resources to the development, promotion and sale of their products than our company.

We expect competitors to continue to improve the performance of their current products and to introduce new products, services and technologies. Successful new product introductions or enhancements by the competition could reduce sales and the market acceptance of our products, cause intense price competition or make our products obsolete. To be competitive, we must continue to invest significant resources in research and development, sales and marketing and customer support. If we do not have sufficient resources to make these investments or are unable to make the technological advances necessary to be competitive, our competitive position will suffer. Increased competition could result in price reductions, fewer customer orders, reduced margins and loss of market share. Our failure to compete successfully against current or future competitors could seriously harm our business.

Risks Related to this Offering

As a result of becoming a public company, we must implement additional finance and accounting systems, procedures and controls in order to satisfy such requirements, which will increase our costs and divert management's time and attention.

As a public company, we will incur significant legal, accounting and other expenses that we did not incur as a private company, including costs associated with public company reporting requirements and corporate governance requirements, including requirements under the Sarbanes-Oxley Act of 2002, as well as new rules implemented by the Securities and Exchange Commission and Nasdaq.

As an example of reporting requirements, we are evaluating our internal control systems in order to allow management to report on, and our independent registered public accounting firm to attest to, our internal control over financing reporting, as required by Section 404 of the Sarbanes-Oxley Act of 2002. As a company with limited capital and human resources, we anticipate that more of management's time and attention will be diverted from our business to ensure compliance with these regulatory requirements than would be the case with a company that has established controls and procedures. This diversion of management's time and attention could have an adverse effect on our business, financial condition and results of operations.

In the event we identify significant deficiencies or material weaknesses in our internal control over financial reporting that we cannot remediate in a timely manner, or if we are unable to receive a positive attestation from our independent registered public accounting firm with respect to our internal control over financial reporting, investors and others may lose confidence in the reliability of our financial statements and the trading price of our common stock and ability to obtain any necessary equity or debt financing could suffer. In addition, in the event that our independent registered public accounting firm is unable to rely on our internal control over financial reporting in connection with its audit of our financial statements, and in the further event that it is unable to devise alternative procedures in order to satisfy itself as to the material accuracy of our financial statements, and related disclosures, it is possible that we would be unable to file our annual report with the Securities and Exchange Commission, which could also adversely affect the trading price of our common stock and our ability to secure any necessary additional financing, and could result in the delisting of our common stock from The Nasdaq Capital Market and the ineligibility of our common stock for quotation on the Over-the Counter Bulletin Board. Due to the lack of an active trading market, the liquidity of our common stock would be severely limited and the market price of our common stock would likely decline significantly.

In addition, the new rules could make it more difficult or more costly for us to obtain certain types of insurance, including directors' and officers' liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. The impact of these events could also make it more difficult for us to attract and retain qualified persons to serve on our Board of Directors, on Board committees or as executive officers.

Our management has broad discretion over the use of proceeds from this offering and may apply the proceeds in ways that do not improve our operating results or increase the value of your investment.

Our management will have significant discretion in the use of a substantial portion of the proceeds of this offering. Accordingly, our investors will not have the opportunity to evaluate the economic, financial and other relevant information that we may consider in the application of the net proceeds. Therefore, it is possible that we may allocate the proceeds in this offering in ways that fail to improve our operating results, increase the value of your investment or otherwise maximize the return on these proceeds.

If we fail to comply with requirements for continued listing after this offering, our common stock could be delisted from The Nasdaq Capital Market, which could hinder your ability to obtain timely quotations on the price of our common stock, or dispose of our common stock in the secondary market.

Although we have applied to list our common stock on The Nasdaq Capital Market, once our stock is listed, an active public market for our common stock may not develop or continue to exist. In connection with our listing on The Nasdaq Capital Market, we must register at least one bid for our common stock at a price that equals or exceeds $4.00 per share on the day our common stock is first quoted on The Nasdaq Capital Market. Thereafter, our common stock must sustain a minimum bid price of at least $1.00 per share and we must satisfy the other requirements for continued listing on The Nasdaq Capital Market. In the event our common stock is delisted from The Nasdaq Capital Market, trading in our common stock could thereafter be conducted in the over-the-counter markets in the so-called pink sheets or the National Association of Securities Dealer's OTC Bulletin Board. In such event, the liquidity of our common stock would likely be impaired, not only in the number of shares which could be bought and sold, but also through delays in the timing of the transactions, and there would likely be a reduction in the coverage of our company by securities analysts and the news media, thereby resulting in lower prices for our common stock than might otherwise prevail.

A market for our common stock may not develop and the market price of our stock may be subject to wide fluctuations because our stock has not been publicly traded before this offering.

The initial public offering price for our common stock will be arbitrarily determined through our negotiations with the underwriter and may not bear any relationship to the market price at which it will trade after this offering. Before this offering, there was no public trading market for our common stock, and one may not develop or be sustained after this offering. If a market does not develop or is not sustained, it may be difficult for you to sell your shares of common stock at an attractive price or at all. It is possible that in some future quarter our operating results may be below the expectations of financial market analysts and investors and, as a result of these and other factors, the price of our common stock may fall.

The price of our common stock after this offering may be higher or lower than the price you pay, depending on many factors, some of which are beyond our control and may not be related to our operating performance. These fluctuations could cause you to lose part or all of your investment in our shares of common stock. Those factors that could cause fluctuations include, but are not limited to, the following:

- price and volume fluctuations in the overall stock market from time to time;
- significant volatility in the market price and trading volume of companies in our industry;
- actual or anticipated changes in our earnings or fluctuations in our operating results or in the expectations of financial market analysts;
- investor perceptions of our industry, in general, and our company, in particular;
- the operating and stock performance of comparable companies;
- general economic conditions and trends;
- major catastrophic events;
- loss of external funding sources;
- sales of large blocks of our stock or sales by insiders; or
- departures of key personnel.

If you purchase shares of common stock sold in this offering, you will experience significant and immediate dilution.

If you purchase shares of our common stock in this offering, you will experience significant and immediate dilution because the price that you pay will be substantially greater than the net tangible book value per share of the shares you acquire. The dilution will be $3.00 per share in the net tangible book value per share of common stock from an assumed $4.50 initial public offering price. This dilution is due in large part to our significant accumulated losses since inception. You will experience additional dilution upon the exercise of options or warrants to purchase common stock and the conversion of convertible debt into common stock.

Our directors, executive officers and the Spirit Lake Tribe together may exercise significant control over our company.

Our directors, executive officers and the Spirit Lake Tribe will beneficially own approximately 23.4% of the outstanding shares of our common stock after this offering. As a result, these shareholders, if acting together, may be able to influence or control matters requiring approval by our shareholders, including the election of directors and the approval of mergers or other extraordinary transactions. They may also have interests that differ from yours and may vote in a way with which you disagree and which may be adverse to your interests. The concentration of ownership may have the effect of delaying, preventing or deterring a change of control of our company, could deprive our shareholders of an opportunity to receive a premium for their common stock as part of a sale of our company and might ultimately affect the market price of our common stock.

Our articles of incorporation, bylaws and Minnesota law may discourage takeovers and business combinations that our shareholders might consider in their best interests.

Anti-takeover provisions of our articles of incorporation, bylaws and Minnesota law could diminish the opportunity for shareholders to participate in acquisition proposals at a price above the then current market price of our common stock. For example, while we have no present plans to issue any preferred stock, our board of directors, without further shareholder approval, may issue up to 16,666,666 shares of undesignated preferred stock and fix the powers, preferences, rights and limitations of such class or series, which could adversely affect the voting power of your shares. In addition, our bylaws provide for an advance notice procedure for nomination of candidates to our board of directors that could have the effect of delaying, deterring or preventing a change in control. Further, as a Minnesota corporation, we are subject to provisions of the Minnesota Business Corporation Act, or MBCA, regarding “control share acquisitions” and “business combinations.” We may, in the future, consider adopting additional anti-takeover measures. The authority of our board to issue undesignated preferred stock and the anti-takeover provisions of the MBCA, as well as any future anti-takeover measures adopted by us, may, in certain circumstances, delay, deter or prevent takeover attempts and other changes in control of the company not approved by our board of directors.

We do not anticipate paying cash dividends on our shares of common stock in the foreseeable future.

We have never declared or paid any cash dividends on our shares of common stock. We intend to retain any future earnings to fund the operation and expansion of our business and, therefore, we do not anticipate paying cash dividends on our shares of common stock in the foreseeable future. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

A substantial number of shares will be eligible for future sale by our current investors and the sale of those shares could adversely affect our stock price.

Based on shares outstanding as of October 10, 2006, upon completion of this offering, we will have 7,199,329 shares of common stock outstanding. Following this offering, our shares offered hereby will be

freely tradable, without restriction, in the public market and approximately 104,402 shares will be eligible for sale in the public market pursuant to Rule 144 under the Securities Act. Ninety days from the date of this prospectus approximately 108,922 shares of our common stock will be eligible for sale in the public market pursuant to Rule 144. Immediately following the sale of 4,500,000 shares of our common stock in this offering, our current investors will own approximately 37% of the outstanding shares of our common stock.

Our directors, executive officers and certain other shareholders have agreed not to sell, offer to sell, contract to sell, pledge, hypothecate, grant any option to purchase, transfer or otherwise dispose of, grant any rights with respect to, or file or participate in the filing of a registration statement with the Securities and Exchange Commission, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, or be the subject of any hedging, short sale, derivative or other transaction that is designed to, or reasonably expected to lead to, or result in, the effective economic disposition of, or publicly announce his, her or its intention to do any of the foregoing with respect to, any shares of common stock, or any securities convertible into, or exercisable or exchangeable for, any shares of common stock for a period of 360 days, or 180 days in the case of shareholders other than our directors and executive officers, after the date of the final prospectus related to this offering, without the prior written consent of the underwriter.

If our existing shareholders sell, or indicate an intention to sell, substantial amounts of our common stock in the public market after the contractual lock-up and other legal restrictions on resale discussed in this prospectus lapse, the trading price of our common stock could be adversely effected.

Subject to volume limitations under Rule 144, 806,270 shares of our common stock will be eligible for sale in the public market upon the 180 day expiration of our shareholder lockup agreements and 1,659,735 additional shares will become eligible for sale upon the 360 day expiration of our lockup agreements with our directors and executive officers. In addition, 1,000,000 shares reserved for future issuance under the 2006 Equity Incentive Plan and 510,000 shares reserved for future issuance under the 2006 Non-Employee Director Stock Option Plan may become eligible for sale in the public market to the extent permitted by the provisions of various award agreements, the lock-up agreements and Rules 144 and 701 under the Securities Act.

We currently have outstanding warrants that entitle the holders thereof to purchase 2,160,748 shares of our common stock. In addition, upon the closing of this offering, we will grant to the underwriter a warrant to purchase up to 450,000 shares of our common stock at a per share exercise price equal to 120% of the initial offering price, which warrant will become exercisable on the one year anniversary of the date of this prospectus. If these additional shares are sold, or if it is perceived that they will be sold, in the public market, the trading price of our common stock could be adversely affected.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. The forward-looking statements are contained principally in the sections entitled “Prospectus Summary,” “Risk Factors,” “Use of Proceeds,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business.” These statements involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from any future results, performances or achievements expressed or implied by the forward-looking statements. Forward-looking statements include statements about:

- our estimates of future expenses, revenue and profitability;
- trends affecting our financial condition and results of operations;
- our ability to obtain customer orders;
- the availability and terms of additional capital;
- our ability to develop new products;
- our dependence on key suppliers, manufacturers and strategic partners;
- industry trends and the competitive environment;
- the impact of losing one or more senior executive or failing to attract additional key personnel; and
- other factors referenced in this prospectus, including those set forth under the caption “Risk Factors.”

In some cases, you can identify forward-looking statements by terms such as “anticipates,” “believes,” “could,” “estimates,” “expects,” “intends,” “may,” “plans,” “potential,” “predicts,” “projects,” “should,” “will,” “would,” and similar expressions intended to identify forward-looking statements. Forward-looking statements reflect our current views with respect to future events, are based on assumptions and are subject to risks and uncertainties. We discuss many of these risks in this prospectus in greater detail under the heading “Risk Factors.” Given these uncertainties, you should not attribute undue certainty to these forward-looking statements. Also, forward-looking statements represent our estimates and assumptions only as of the date of this prospectus. You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect.

Except as required by law, we assume no obligation to update any forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in any forward-looking statements, even if new information becomes available in the future.

USE OF PROCEEDS

The net proceeds from the sale of the 4,500,000 shares of common stock offered by us are estimated to be approximately $17.0 million, after deducting the underwriting discount and estimated offering expenses and assuming an initial public offering price of $4.50, or approximately $19.7 million if the over-allotment option is exercised by the underwriter in full.

At the completion of this offering we anticipate repaying principal debt and note obligations of approximately $1.0 million, excluding the promissory notes discussed in the next paragraph. These obligations include $750,000 accruing interest at an annual rate of 1.5% over the current prime rate with maturity dates of November 2006 and January 2007, $125,671 accruing interest at an annual rate of 10% with a maturity date of December 2006, $72,483 accruing interest at an annual rate of 8% with a maturity date of January 2008, and $13,750 accruing interest at an annual rate of 10% with a maturity date of December 2009. We originally used the proceeds from the debt being repaid to fund our sales and development efforts, including our general and administrative expenses, as well as repaying prior debt obligations.

In addition to the use of proceeds set forth above we anticipate repaying our outstanding 12% convertible bridge notes sold in March, July and August 2006 in the principal amount of $5.7 million. This assumes the holders of such notes do not elect to convert the principal and accrued interest into shares of our common stock. These notes mature on the earlier of 30 days following completion of this offering or March 10, 2007. To the extent the March, July and August 2006 bridge notes are converted, we will not be required to use the proceeds of this offering to retire them and such funds will be available for working capital and general corporate purposes, including payment of associate and management compensation. We will also be repaying $840,730 of accrued interest on our outstanding debt, including $285,379 of accrued interest on the March, July and August 2006 bridge notes, using proceeds from this offering. We do not intend to raise any additional funds from other sources outside this offering.

The offering is being conducted principally to provide sufficient funding for the development of our business and to meet maturing debt obligations. We plan to pay certain debt and accrued interest totaling $7.6 million, provide funding of $7.2 million to continue the development and sales efforts for our products and services and make payments in the aggregate amount of $80,000 in management compensation due upon the completion of this offering. We expect to apply any remaining cash to future capital expenditures or other investments as they may be identified, considered and approved. At present, no such purchases or other opportunities have been identified.

The following table sets forth the approximate dollar amounts and percentages of the estimated net proceeds, the purposes for which the proceeds are to be used and the order in which the proceeds will be used for the purposes stated:

			% of Net Proceeds
Net proceeds		$ 17,038,000	100.0%
Repayment of Outstanding			
Debt and Accrued Interest		(7,551,665)	(44.3%)
Inventory and Product Delivery Costs	2,559,721		15.0%
Sales & Marketing	2,930,408		17.2%
Research and Development	1,409,663		8.3%
Maintain Facilities, including Lease Obligations	290,700		1.7%
		(7,190,492)	(42.2%)
Management Compensation		(80,000)	(0.5%)
Working Capital		$ 2,215,843	13.0%

As of the date of this prospectus, we cannot predict with certainty all of the particular uses for the net proceeds of this offering or the amounts that we will actually spend on the uses set forth above. The amount and timing of actual expenditures may vary significantly depending on a number of factors, such as the availability of debt financing on terms advantageous to us, the pace of our growth in existing markets, opportunities for expansion into new markets through acquisition or otherwise and the amount of cash otherwise used by operations. Accordingly, our management will have significant flexibility and discretion in applying the net proceeds of this offering. Until we use the proceeds for a particular purpose, we plan to invest the net proceeds of this offering generally in short-term, investment-grade instruments, interest-bearing securities or direct or guaranteed obligations of the United States.

DIVIDEND POLICY

We have never declared or paid any cash dividends on our common stock. We currently intend to retain all future earnings for the operation and expansion of our business and do not anticipate declaring or paying any cash dividends on our common stock in the foreseeable future. The payment of any dividends in the future will be at the discretion of our board of directors and will depend upon our results of operations, earnings, capital requirements, contractual restrictions, outstanding indebtedness and other factors deemed relevant by our board.

CAPITALIZATION

The following table sets forth our capitalization as of June 30, 2006, on an actual basis and as:

- adjusted for the issuance of $2,974,031 principal amount of 12% convertible bridge notes (net of debt discount of $1,858,742, including the exchange of $618,923 of debt then outstanding and the re-payment of debt outstanding of $181,900 anticipated before the initial public offering), the issuance of 8,333 shares of common stock (par value $83) to the Spirit Lake Tribe in lieu of cash interest payable under its convertible debenture, and the issuance of 20,000 shares of common stock (par value $200) issued in connection with new debt with valuation recorded as debt discount; and
- further adjusted on a pro forma basis to give effect to:
  - the sale by us of 4,500,000 shares of common stock at an assumed initial public offering price of $4.50 per share in this offering and the receipt of the estimated proceeds from this offering, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, of $17,038,000;
  - the conversion of an aggregate of $5,029,973 principal amount of debentures and notes upon the completion of this offering into 1,824,961 shares of common stock; and
  - the repayment of indebtedness, including principal and accrued interest, totaling $7,551,665.

You should read the information below in conjunction with our financial statements and the related notes and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included elsewhere in this prospectus.

	June 30, 2006		
	June 30, 2006 Actual	As Adjusted	Pro Forma As Adjusted
Current portion of notes payable(1)	$ 2,852,259	$ 3,166,725	$ 0(2)
Current portion of notes payable-related parties(1)	4,036,990	4,036,990	
Current portion of capital lease obligation	44,701	44,701	44,701
	6,933,950	7,248,416	44,701
Notes payable, net of current portion	824,414	824,414	0(2)
Notes payable, net of current portion-related parties	697,300	697,300	
Capital lease obligations, net of current portion	105,687	105,687	105,687
Shareholders’ equity:			
Undesignated preferred stock; authorized 16,666,666 shares; no shares issued and outstanding	0	0	0
Common stock, $0.01 par value; authorized — 50,000,000 shares; issued and outstanding — 846,035 shares	8,460	8,743	71,993(3)
Additional paid-in capital	13,914,854	15,848,313	41,391,493
Accumulated deficit	(22,804,270)	(22,985,347)	(30,642,642)
Total shareholders’ equity	(8,880,956)	(7,128,291)	10,820,844
Total capitalization	$ (7,253,555)	$ (5,500,890)	$ 10,926,531

(1) Includes debt discount resulting from a reduction in the face value of the notes by the value of equity compensation associated with the notes. Actual debt discount for the current portion of notes payable and current portion of notes payable-related parties was $1,156,736 and $178,804, respectively. As adjusted to reflect the financings after June 30, 2006, such amounts were $2,950,177 and $178,804 respectively.

(2) In addition to our 12% convertible bridge notes issued in March, July and August 2006 and the convertible debenture issued to the Spirit Lake Tribe, we have issued an aggregate of $2,029,973 principal amount of convertible notes, convertible at the option of the holders thereof into shares of our common stock. Except for the notes issued in March, July and August 2006, all of these convertible debentures and notes will be automatically converted into shares of our common stock simultaneously with the closing of this offering. The $3,000,000 convertible debenture we issued to the Spirit Lake Tribe is convertible into 30% of our issued and outstanding shares of common stock determined on a fully diluted basis, without giving effect to shares issued and issuable in this offering including shares issuable upon exercise of the warrant to the underwriter of this offering or upon conversion of $5,749,031 principal amount of 12% convertible bridge notes and warrants issued in March, July and August 2006.

With respect to the remaining $2,029,973 principal amount of convertible notes, such conversion will be effected at a per share amount equal to the lower of: (i) $9.00 or (ii) 80% of the price per share in this offering. If a closing of this offering has not occurred on or before November 30, 2006, the convertible securities will be convertible into shares of our common stock in accordance with their current terms. Accrued interest will be payable to the holders in cash (unless converted into shares of common stock at the option of the holder) at the closing of this offering, or on November 30, 2006, if a closing of our public offering has not occurred on or before that date. Outstanding principal payment obligations on the convertible securities which, by their present terms, have matured or will mature prior to November 30, 2006, have, with the exception of $200,000 principal amount of notes which were exchanged for the August 2006 12% convertible bridge notes, been extended to November 30, 2006, subject to the mandatory and optional conversion features described above. In addition, holders of the convertible securities will be entitled to have the shares issuable upon conversion of their convertible securities (the “Registerable Securities”) included in a registration statement which must be filed by us within 60 days following the closing of this offering. The Registerable Securities are subject to a 180-day (12 months in the case Registerable Securities held by our directors and officers) lock-up effective upon the closing of this offering.

(3) Assumes no exercise of: (i) warrants to purchase up to an aggregate of 1,010,942 shares of our common stock granted to directors, executive officers, key associates, holders of convertible securities and other investors, (ii) options to purchase 493,333 shares of our common stock issued to certain of our directors and executive officers subject to shareholder approval, (iii) warrants to purchase 1,149,806 shares of our common stock held by the purchasers of the 12% convertible bridge notes we issued in March, July and August 2006, or (iv) warrants issued to the underwriter of this offering to purchase up to an aggregate of 450,000 shares of our common stock.

DILUTION

If you invest in our common stock, your interest will be diluted to the extent of the difference between the initial offering price per share of our common stock and our net tangible book value as of this offering. Our net tangible book value per share is equal to our total tangible assets (total assets less intangible assets) less total liabilities, divided by the number of shares of our outstanding common stock. As of June 30, 2006, we had a net tangible book value of ($9,334,933), or ($11.03) per share of common stock. Our pro forma net tangible book value as of June 30, 2006 was approximately ($7,947,297), or ($9.09) per share of common stock. Pro forma net tangible book value per share represents the amount of our total tangible assets less our total liabilities, divided by the pro forma number of shares of common stock outstanding as of June 30, 2006. After giving effect to the conversion of an aggregate of $5,029,973 principal amount of outstanding convertible debentures and notes into 1,824,961 shares of common stock, we had a net tangible book value of ($6,217,156), or ($2.30) per share of common stock.

Dilution in pro forma net tangible book value per share represents the difference between the amount per share paid by purchasers of shares of common stock in this offering and the pro forma net tangible book value per share of common stock immediately after the completion of this offering. After giving effect to our sale of 4,500,000 shares of common stock in this offering at an assumed initial public offering price of $4.50 per share and after deducting estimated underwriting discounts and commissions and offering expenses payable by us, and when considering options and warrants exercisable for 662,300 shares of our common stock at less than $4.50 per share, our adjusted pro forma net tangible book value as of June 30, 2006 would have been $10,820,844, or $1.38 per share. This amount represents an immediate increase in pro forma net tangible book value of $3.80 per share to our existing investors and an immediate dilution in pro forma net tangible book value of $2.88 per share (or 69% of the initial offering price per share) to new investors. The following table illustrates this per share dilution:

Assumed initial public offering price per share		$ 4.50
Net tangible book value per share at June 30, 2006	$ (11.03)	
Pro forma increase in net tangible book value per share as of June 30, 2006	1.94	
Decrease in tangible book value caused by warrants and options exercisable at $4.50 per share or less	(0.12)	
Pro forma increase in tangible book value attributable to conversion of convertible notes and convertible debentures	6.79	
Increase in pro forma net tangible book value per share attributable to new investors	3.80	
Pro forma as adjusted net tangible book value per share after this offering		1.38
Dilution per share to new investors		$ 3.12

The following table sets forth, on a pro forma basis as of June 30, 2006, the total number of shares of common stock issued by us, the total consideration paid to us and the average price per share paid by existing investors and by new investors purchasing shares in this offering. We have assumed an initial public offering price of $4.50 per share and have not deducted estimated underwriting discounts and commissions and offering expenses payable by us. The data gives effect to the conversion into common stock of all outstanding shares of our convertible debentures and notes.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing investors(1)	2,699,329	37%	$ 22,637,320	53%	$ 8.39
New investors	4,500,000	63%	20,250,000	47%	$ 4.50
Total	7,199,329	100%	$ 42,887,320	100%	$ 5.99

(1) Includes holders of $5,029,973 of convertible debentures and notes that will convert into 1,824,961 share of common stock upon the closing of this offering.

SELECTED FINANCIAL DATA

You should read the summary financial data below in conjunction with our financial statements and the related notes and with "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus. The statements of operations data for the years ended December 31, 2005 and 2004 and the balance sheet data as of December 31, 2005 and 2004 are derived from our audited financial statements that are included elsewhere in this prospectus.

	Years Ended December 31,		Unaudited Six Months Ended June 30,	
	2005	2004	2006	2005
Statement of Operations Data				
Sales	$ 710,216	$ 1,073,990	$ 934,226	$ 384,104
Cost of revenue(1)	939,906	1,029,072	433,933	230,343
Selling, general and administrative	2,889,230	2,168,457	2,520,745	1,345,095
Research and development expenses	881,515	687,398	430,540	471,544
Other expenses	789,490	528,433	1,707,302	383,900
Net loss	(4,789,925)	(3,339,370)	(4,158,294)	(2,046,778)
Loss per common share	$ (7.18)	$ (6.87)	$ (5.27)	$ (3.40)
Weighted average basic and diluted shares outstanding	666,712	486,170	789,320	602,263

	December 31, 2005	December 31, 2004	As of June 30, 2006		
			Actual (unaudited)	As Adjusted(2)	Pro Forma(2)
Balance Sheet Data					
Current assets	$ 768,187	$ 364,924	$ 658,596	$ 2,151,727	$ 11,638,062
Total assets	1,313,171	701,598	1,828,714	3,686,814	12,354,143
Current liabilities	7,250,478	3,999,622	9,082,269	9,187,704	1,427,612
Non-current liabilities	1,668,161	1,397,563	1,627,401	1,627,401	105,687
Total liabilities	8,918,639	5,397,185	10,709,670	10,815,105	1,533,299
Shareholders equity (deficit)	$ (7,605,468)	$ (4,695,587)	$ (8,880,956)	$ (7,128,291)	$ 10,820,844

(1) Includes $390,247 in inventory write downs for the year ended December 31, 2005 and $0 in inventory write-downs for the year ended December 31, 2004.

(2) The balance sheet data above sets forth summary financial data as of June 30, 2006, December 31, 2005 and December 31, 2004, on an actual basis, and as of June 30, 2006:

- adjusted for the issuance of $2,974,031 principal amount of 12% convertible bridge notes, 8,333 shares of common stock issued to the Spirit Lake Tribe in lieu of cash interest payable under its convertible debenture and 20,000 shares of common stock issued in connection with the exchange of outstanding debt for our 12% convertible bridge notes;
- as further adjusted on a pro forma basis to give effect to:
  - the sale by us of 4,500,000 shares of common stock at an assumed initial public offering price of $4.50 per share in this offering and the receipt of the estimated proceeds from this offering, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, of $17,038,000;
  - the conversion of an aggregate of $5,029,973 principal amount of debentures and notes upon the completion of this offering into 1,824,961 shares of common stock; and
  - payment of outstanding indebtedness and accrued interest totaling $7,551,665.

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

The following discussion of our historical results of operations and our liquidity and capital resources should be read in conjunction with the financial statements and related notes that appear elsewhere in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those discussed in "Risk Factors" beginning on page 6 of this prospectus.

Overview

Wireless Ronin Technologies, Inc. is a Minnesota corporation that has designed and developed application-specific wireless business solutions. Our innovative method of delivering wireless data communications enables us to provide our customers with significantly improved communication productivity.

Since inception, we have been developing solutions employing wireless technology, culminating in the release and commercialization of RoninCast. As of June 30, 2006, we had an accumulated deficit of $22,804,270.

The Services We Provide

We provide dynamic digital signage solutions targeting specific retail and service markets through a suite of software applications collectively called RoninCast. RoninCast is an enterprise-level content delivery system that manages, schedules and delivers digital content over wireless or wired networks. Our solution, a digital alternative to static signage, provides our customers with a dynamic visual marketing system designed to enhance the way they advertise, market and deliver their messages to targeted audiences. Our technology can be combined with interactive touch screens to create new platforms for conveying marketing messages. We have installed digital signage systems in approximately 200 locations since the introduction of RoninCast in January 2003.

Our Sources of Revenue

We generate revenues through system sales, license fees and separate service fees, including consulting, training, content development and implementation services, as well as ongoing customer support and maintenance, including product upgrades. We currently market and sell our software and service solutions through our direct sales force and value added resellers. We generated revenues of $710,216 and $1,073,990 in calendar years ended December 31, 2005 and 2004, respectively. Also for the six months ended June 30, 2006, we generated $934,226 compared to $384,104 for the comparable period in 2005.

Our Expenses

Our expenses are primarily comprised of three categories: sales and marketing, research and development and general and administrative. Sales and marketing expenses include salaries and benefits for our sales associates and commissions paid on successful sales. This category also includes amounts spent on the hardware and software we use to prospect new customers including those expenses incurred in trade shows and product demonstrations. Our research and development expenses represent the salaries and benefits of those individuals who develop and maintain our software products including RoninCast and other software applications we design and sell to our customers. Our general and administrative expenses consist of corporate overhead, including administrative salaries, real property lease payments, salaries and benefits for our corporate officers and other expenses such as legal and accounting fees.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S., or GAAP, requires us to make estimates and assumptions that affect the reported amounts of

assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. In recording transactions and balances resulting from business operations, we use estimates based on the best information available. We use estimates for such items as depreciable lives, volatility factors in determining fair value of option grants, tax provisions and provisions for uncollectible receivables. We revise the recorded estimates when better information is available, facts change or we can determine actual amounts. These revisions can affect operating results. We have identified below the following accounting policies that we consider to be critical.

Revenue Recognition

We recognize revenue primarily from these sources:

- technology license and royalties;
- product and software license sales;
- content development services;
- training and implementation; and
- maintenance and support contracts.

We applied the provisions of Statement of Position ("SOP") 97-2, "Software Revenue Recognition," as amended by SOP 98-9 "Modification of SOP 97-2, Software Revenue Recognition, With Respect to Certain Transactions" to all transactions involving the sale of software license. In the event of a multiple element arrangement, we evaluate if each element represents a separate unit of accounting taking into account all factors following the guidelines set forth in Emerging Issues Task Force Issue No. 00-21 ("EITF 00-21") "Revenue Arrangements with Multiple Deliverables". We recognize revenue when (i) persuasive evidence of an arrangement exists; (ii) delivery has occurred or services have been rendered; (iii) the sales price is fixed or determinable; and (iv) the ability to collect is reasonably assured.

Multiple-Element Arrangements — We enter into arrangements with customers that include a combination of software products, system hardware, maintenance and support, or installation and training services. We allocate the total arrangement fee among the various elements of the arrangement based on the relative fair value of each of the undelivered elements determined by vendor-specific objective evidence (VSOE). The fair value of maintenance and support services is based upon the renewal rate for continued service arrangements. The fair value of installation and training services is established based upon pricing for the services. We have determined that it does not have VSOE for its technology licenses. In software arrangements for which we do not have vendor-specific objective evidence of fair value for all elements, revenue is deferred until the earlier of when vendor-specific objective evidence is determined for the undelivered elements (residual method) or when all elements for which we do not have vendor-specific objective evidence of fair value have been delivered.

Software and technology license sales. Software is delivered to customers electronically or on a CD-ROM, and license files are delivered electronically. We assess whether the fee is fixed or determinable based on the payment terms associated with the transaction. Standard payment terms are generally less than 90 days. In instances where payments are subject to extended payment terms, revenue is deferred until payments become due. We assess collectibility based on a number of factors, including the customer's past payment history and its current creditworthiness. If it is determined that collection of a fee is not reasonably assured, we defer the revenue and recognize it at the time collection becomes reasonably assured, which is generally upon receipt of cash payment. If an acceptance period is required, revenue is recognized upon the earlier of customer acceptance or the expiration of the acceptance period.

Product sales. We recognize revenue on product sales generally upon delivery of the product to the customer. Shipping charges billed to customers are included in sales and the related shipping costs are included in cost of sales.

Professional service revenue. Included in professional service revenues are revenues derived from implementation, maintenance and support contracts, content development and training. The majority of consulting and implementation services and accompanying agreements qualify for separate accounting. Implementation and content development services are bid either on a fixed-fee basis or on a time-and-materials basis. Substantially all of our contracts are on a time-and-materials basis. For time-and-materials contracts, we recognize revenue as services are performed. For a fixed-fee contract, we recognize revenue upon completion of specific contractual milestones or by using the percentage of completion method.

Training revenue is recognized when training is provided.

Maintenance and support revenue. Included in support services revenues are revenues derived from maintenance and support. Maintenance and support revenue is recognized ratably over the term of the maintenance contract, which is typically one year. Maintenance and support is renewable by the customer on an annual basis. Rates for maintenance and support, including subsequent renewal rates, are typically established based upon a specified percentage of net license fees as set forth in the arrangement.

Basic and Diluted Loss per Common Share

Basic and diluted loss per common share for all periods presented is computed using the weighted average number of common shares outstanding. Basic weighted average shares outstanding include only outstanding common shares. Shares reserved for outstanding stock warrants and convertible notes are not considered because the impact of the incremental shares is antidilutive.

Deferred Income Taxes

Deferred income taxes are recognized in the financial statements for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial reporting amounts based on enacted tax laws and statutory tax rates. Temporary differences arise from net operating losses, reserves for uncollectible accounts receivables and inventory, differences in depreciation methods, and accrued expenses. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

Accounting for Stock-Based Compensation

In the first quarter of 2006, we adopted Statement of Financial Accounting Standards No. 123R, “Share-Based Payment” (SFAS 123R), which revises SFAS 123, “Accounting for Stock-Based Compensation” (SFAS 123) and supersedes Accounting Principles Board Opinion No. 25, “Accounting for Stock Issued to Employees” (APB 25). SFAS 123R requires that share-based payment transactions with employees be recognized in the financial statements based on their fair value and recognized as compensation expense over the vesting period. Prior to FAS 123R we disclosed the pro forma effects of SFAS 123 under the minimum value method. We adopted SFAS 123R effective January 1, 2006, prospectively for new equity awards issued subsequent to January 1, 2006. The adoption of SFAS 123R in the first quarter of 2006 resulted in the recognition of additional stock-based compensation expense of $448,548. No tax benefit has been recorded due the full valuation allowance on deferred tax assets that we have recorded.

Prior to January 1, 2006, we accounted for employee stock-based compensation in accordance with provisions of APB 25, and Financial Accounting Standards Board Interpretation No. 44, “Accounting for Certain Transactions Involving Stock Compensation — an Interpretation of APB No. 25”, and complies with the disclosure provisions of SFAS 123 and SFAS No. 148, “Accounting for Stock-Based Compensation — Transaction and Disclosure” (SFAS 148). Under APB 25, compensation expense is based on the difference, if any, on the date of the grant, between the fair value of our stock and the exercise price of the option. We amortized deferred stock-based compensation using the straight-line method over the vesting period.

SFAS No. 123, as amended by SFAS No. 148, "Accounting for Stock Based Compensation — Transition and Disclosure" (SFAS No. 148), defines a fair value method of accounting for issuance of stock options and other equity instruments. Under the fair value method, compensation cost is measured at the grant date based on the fair value of the award and is recognized over the service period, which is usually the vesting period. Pursuant to SFAS No. 123, companies were not required to adopt the fair value method of accounting for employee stock-based transactions. Companies were permitted to account for such transactions under APB 25, but were required to disclose in a note to the financial statements pro forma net loss and per share amounts as if a company had applied the fair methods prescribed by SFAS 123. We applied APB Opinion 25 and related interpretations in accounting for its stock awards granted to employees and directors and has complied with the disclosure requirements of SFAS 123 and SFAS 148.

All stock awards granted by us have an exercise or purchase price equal to or above market value of the underlying common stock on the date of grant. Prior to the adoption for SFAS 123R, had compensation cost for the grants issued by us been determined based on the fair value at the grant dates for grants consistent with the fair value method of SFAS 123, our cash flows would have remained unchanged; however, net loss and loss per common share would have been reduced for the years ending December 31, 2005 and 2004 and for the six months ended June 30, 2005 to the pro forma amounts indicated below:

	Year ended December 31, 2005	Year ended December 31, 2004	Six months ended June 30, 2005 (unaudited)
Net loss:			
As reported	$ (4,789,925)	$ (3,339,370)	$ (2,046,778)
Add: Employee compensation expense included in net loss	—	—	—
Deduct: Total stock-based employee compensation expense determined under fair value based method for all awards	(13,880)	(2,239)	(1,577)
Pro forma	$ (4,803,805)	$ (3,341,609)	$ (2,048,355)
Basic and diluted loss per common share:			
As reported	$ (7.18)	$ (6.87)	$ (3.40)
Pro forma	$ (7.21)	$ (6.87)	$ (3.40)

For purposes of the pro forma calculations, the fair value of each award is estimated on the date of the grant using the Black-Scholes option-pricing model (minimum value method), assuming no expected dividends and the following assumptions:

	2005 Grants	2004 Grants	2006 Grants
Expected volatility factors	n/a	n/a	61.7%
Approximate risk free interest rates	5.0%	5.0%	5.0%
Expected lives	5 Years	5 Years	5 Years

The determination of the fair value of all awards is based on the above assumptions. Because additional grants are expected to be made each year and forfeitures will occur when employees leave us, the above pro forma disclosures are not representative of pro forma effects on reported net income (loss) for future years.

We account for equity instruments issued for services and goods to nonemployees under SFAS 123; EITF 96-18, "Accounting for Equity Instruments that are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services"; and EITF 00-18, "Accounting Recognition for Certain

Transactions Involving Equity Instruments Granted to Other Than Employees". Generally, the equity instruments issued for services and goods are for shares of our common stock or warrants to purchase shares of our common stock. These shares or warrants generally are fully-vested, nonforfeitable and exercisable at the date of grant and require no future performance commitment by the recipient. We expense the fair market value of these securities over the period in which the related services are received.

Results of Operations

Six Months Ended June 30, 2006 Compared to Six Months Ended June 30, 2005

Our results of operations and changes in certain key statistics for the six months ended June 30, 2006 and 2005 were as follows:

	Six Months Ended June 30		
	2006	2005	Increase (Decrease)
Sales	$ 934,226	$ 384,104	$ 550,122
Cost of Sales	433,933	230,343	203,590
Gross Profit	500,293	153,761	346,532
Sales and marketing expenses	778,817	557,457	221,360
Research and development expenses	430,540	471,544	(41,004)
General and administrative expenses	1,741,928	787,638	954,290
Operating expenses	2,951,285	1,816,639	1,134,646
Operating loss	(2,450,992)	(1,662,878)	(788,114)
Other income (expenses):			
Interest expense	(1,714,349)	(383,077)	1,331,272
Interest income	6,488	1,091	(5,397)
Sundry	559	(1,914)	(2,473)
	(1,707,302)	(383,900)	1,323,402
Net loss	$ (4,158,294)	$ (2,046,778)	$ (2,111,516)

Sales

Our sales increased for the first six months of 2006 when compared to the first six months of 2005 by $550,122. Included in 2006 was $236,658 of previously deferred revenue from a terminated alliance and almost $700,000 from new billing. The continued increase in sales focus and the closing of prospects from our backlog were the primary reasons for the increase. We expect continued increases as our sales organization continues to mature and our products gain market acceptance.

Cost of Sales

Cost of sales for the first six months of 2006 was $433,933, compared to $230,343 for the comparable 2005 period. The cost of sales increase is due to increased revenues. After deducting the deferred revenue from the terminated alliance the cost of sales increased proportionately to the sales increase, with our gross profit being 38% for the first six months of 2006.

Operating Expenses

Operating expenses for the first six months of 2006 were $2,951,285 compared to $1,816,639 for the comparable period of 2005. The increase amounted to $1,134,646. Included in this increase was $529,673 of compensation expense for incentive warrants granted to key employees in 2006 with no similar expense in 2005. Also included in the first six months of 2006 is $275,864 of professional fees for legal and

accounting expenses as the Company prepares to go public. The remaining increase in operating cost of $329,109 are due to staffing increases and higher spending in sales and marketing, as we continue to mature.

Interest Expense

Interest expense for the first six months of 2006 was $1,714,349, an increase of $1,331,272 over the first six months of 2005. This was primarily due to an increase in debt outstanding. The additional debt issued in 2006 included equity instruments which, when valued and expensed, are included in interest expense. As long as we continue to fund our operating losses with debt, interest expense will increase.

Liquidity

For the first six months of 2006, we funded our operations primarily through the issuance of additional debt, as well as through increased sales. In the first six months of 2006, we added $3,268,319 of new debt. After deducting debt discount of $1,275,939 from beneficial conversion and warrant valuation, the balance sheet has $1,992,380 of new debt for the first six months of 2006. Based on our current expense levels, we anticipate that the net proceeds from this offering will be adequate to fund our operations for at least the next 12 months.

Operating Activities

We do not generate positive cash flow at the current level of sales and gross profit. For the first six months of 2006 we used $1,769,210, which was primarily funded through debt.

Year Ended December 31, 2005 Compared to Year Ended December 31, 2004

Our results of operations and changes in certain key statistics for the calendar years ended 2005 and 2004 were as follows:

	December 31		
	2005	2004	Increase (Decrease)
Sales	$ 710,216	$ 1,073,990	$ (363,774)
Cost of Sales	939,906	1,029,072	(89,166)
Gross Profit	(229,690)	44,918	(274,608)
Sales and marketing expenses	1,198,629	594,085	604,544
Research and development expenses	881,515	687,398	194,117
General administrative expenses	1,690,601	1,574,372	116,229
Operating expenses	3,770,745	2,855,855	914,890
Operating loss	(4,000,435)	(2,810,937)	(1,189,498)
Other income (expenses):			
Interest expense	(804,665)	(525,546)	279,119
Interest Income	1,375	1,425	(50)
Sundry	13,800	(4,312)	(18,112)
	(789,490)	(528,433)	(261,057)
Net loss	$ (4,789,925)	$ (3,339,370)	$ (1,450,555)

Sales

Our sales decreased in 2005 from 2004 by $363,774, or 34%. The reduction in revenue was attributable to reduced sales by our strategic partner, AllOver Media. Sales generated by this relationship

decreased from $659,190 in 2004 to $27,581 in 2005. This decrease was offset, in part, by sales to new customers of over $260,000.

Cost of Sales

Cost of sales for 2005 includes inventory write downs of $390,247 compared to none in 2004. Without these write downs, cost of sales was reduced by $479,413. The reduction was due to a reduction in sales from 2004 to 2005. Also, the margin of cost of goods sold as compared to sales recorded improved as we have formed stricter pricing policies which should continue, in addition to higher software and content sales. Our software and content sales do not have any costs in the cost of sales category since our current changes to our software product are for continued development and update.

Operating Expenses

Our operating costs increased in 2005 from 2004 by $914,890, or 32%. The single largest factor in this increase was salaries, commissions and related costs totaling $565,218. Average head count in 2004 was 18 associates, while in 2005 we averaged 27 associates, with 28 associates on December 31, 2005. We refer to our employees as associates. We also increased our advertising costs by $199,760 as a result of our installation at a convention center, tradeshow participation and the marketing launch of RoninCast. In the infrastructure area we moved into new space and incurred higher costs with rent, depreciation ($126,725) and utilities totaling $209,280. We also wrote off bad debts in 2005 of $77,862, or an increase of $70,600 over 2004. These increases were partially offset by a reduction of costs paid to third parties to help develop RoninCast of $98,771.

Interest Expense

Interest expense increased in 2005 from 2004 by $279,119, or 53%. This increase was due to the larger amount of debt outstanding in 2005 by $3,382,201. This increase in debt was used to fund current operations. The increase amount of debt however was and its impact on interest expense was offset by a lower average rate outstanding. The average interest rate for 2005 was 15.21% compared to 20.67% in 2004.

Interest in an Unconsolidated Affiliated Entity

On November 11, 2003, we entered into a Joint Venture Agreement with Real Creative Solutions Limited, a company registered in England, for the purpose of forming Wireless Ronin (Europe) Limited, a limited liability company formed under the laws of England. Wireless Ronin (Europe) was formed for the purpose of marketing and selling our products in Europe. We owned 50% of the capital shares in Wireless Ronin (Europe). On March 18, 2005, in accordance with the terms of the Joint Venture Agreement, we provided written notice to Real Create Solutions of our intent to dissolve Wireless Ronin (Europe) and cease doing business.

Liquidity and Capital Resources

Liquidity

We have financed our operations primarily from sales of common stock and the issuance of notes payable to vendors, shareholders and investors. For the years ended December 31, 2005 and 2004, we generated $3,691,931 and $1,825,837 from these activities, respectively. These receipts were offset by the operational needs that came from the continued development of our products and services and well as the efforts to develop customers and generate sales. Additionally, these funds have been used for capital expenditures of $272,114 and $257,634 for the years ended December 31, 2005 and 2004, respectively.

Our auditors, in their opinion, have highlighted that we have suffered recurring loses and negative cash flow from operating activities and require additional working capital to support future operations. This raises substantial doubt about our ability to continue as a going concern. It is our short-term intention to

raise the cash we require through the proposed initial public offering, after which we believe we can continue to develop our sales to a level at which we will become cash flow positive. Based on our current expense levels, we anticipate that the net proceeds from this offering will be adequate to fund our operations for the next 12 months.

Operating Activities

We do not currently generate positive cash flow. Our investments in infrastructure have outweighed sales generated to date. The cash flow used in operating activities was $3,384,874 and $1,487,271 for the years ended December 31, 2005 and 2004, respectively.

Financing Activities

With the completion of this offering we intend to use proceeds to pay certain debt that was not converted. See “Use of Proceeds.” At that time, we will not have any significant debt on our books and our cash will be used to fund operations, which include the continued development of our products, infrastructure and attraction of customers. If we are able to generate significant additional sales, we believe that operational cash flows will improve based upon anticipated margins and that we can generate positive cash flow from operations.

Recent Accounting Pronouncements

In December 2004, (adopted by the Company January 1, 2006) the Financial Accounting Standards Board (FASB) issued SFAS No. 123 (revised 2004 — “Share-Based Payment”), that addresses the accounting for share-based payment transactions in which an enterprise receives employee services in exchange for equity instruments of the enterprise or liabilities that are based on the fair value of the enterprise’s equity instruments or that may be settled by the issuance of such equity instruments. SFAS 123R eliminates the ability to account for share- based compensation transactions using the intrinsic value method under APB 25, and generally would require instead that such transactions be accounted for using a fair-value-based method. SFAS 123R requires the use of an option pricing model for estimating fair value, which is amortized to expense over the service periods. In April 2005, the Securities and Exchange Commission amended the compliance dates for SFAS 123R. In accordance with this amendment, we will adopt the requirements of SFAS 123R beginning January 1, 2006. We are currently evaluating SFAS 123R and have not determined the impact of this statement on our financial statements.

In November 2004, the FASB issued SFAS No. 151, “Inventory Costs, an amendment of ARB No. 43, Chapter 4” (SFAS 151). SFAS 151 amends the guidance in Accounting Research Board (ARB) 43, Chapter 4, Inventory Pricing, (ARB 43) to clarify the accounting for abnormal amounts of idle facility expense, freight, handling costs and spoilage. SFAS 151 requires those items be recognized as current period charges regardless of whether they meet the criterion of so abnormal which was the criterion specified in ARB 43. In addition, SFAS 151 requires that allocation of fixed production overhead to the cost of production be based on normal capacity of the production facilities. We have adopted SFAS 151 effective January 1, 2006. The adoption of SFAS 151 is not expected to have a significant effect on our financial statements.

Changes in Independent Accountants

In February 2006, we replaced Larson, Allen & Co. as our independent accountants and, upon authorization by the audit committee of our board of directors, engaged Virchow, Krause & Company, LLP as our independent accountants. Virchow, Krause & Company, LLP audited our financial statements as of December 31, 2004 and 2005 and for the years ended December 31, 2004 and 2005. Larson, Allen & Co. did not have any disagreement with us on any matter of accounting principles or practices, financial statement disclosure of auditing scope or procedures, which disagreement, if not resolved to the satisfaction of Larson, Allen & Co., would have caused it to make reference to the subject matter of the disagreement

in connection with its report on our financial statements. We did not consult with Virchow, Krause & Company, LLP on any financial or accounting matters in the period before its appointment.

Subsequent Financing Events

Effective January 1, 2006, we entered into a termination agreement with AllOver Media (AOM), pursuant to which we terminated our strategic partnership agreement with AOM. To satisfy our remaining obligations under the agreement, we executed a promissory note in the principal amount of $384,525 in favor of AOM. The note accrues interest at the rate of 10% per annum. Final payment under the note is due in December 2006.

Our $3,000,000 convertible debenture issued to the Spirit Lake Tribe is presently convertible into 30 percent of our issued and outstanding shares of common stock determined on a fully diluted basis. In February 2006 and again in July 2006, the debenture was amended to provide for automatic conversion, simultaneous with the closing of this offering, into 30 percent of our issued and outstanding shares on a fully diluted basis, but determined without giving effect to shares issued and issuable: (i) in this offering, including shares issuable upon exercise of the warrant to be issued to the underwriter, or (ii) upon conversion of $5,749,031, aggregate principal amount of 12% convertible bridge notes and exercise of warrants to purchase 1,149,806 shares of our common stock issued to the purchasers of such notes. We estimate that we will issue 1,261,081 shares of common stock to the Spirit Lake Tribe at this closing of this offering upon conversion of this convertible debenture.

As of January 31, 2006, we had outstanding $2,229,973 convertible notes. In February and March 2006, we entered into agreements with the holders of our outstanding convertible notes, other than a holder of a $200,000 convertible note, to provide, among other things, that the outstanding principal balances (plus, at the option of each holder, interest accrued through the closing of this offering) will be automatically converted into shares of our common stock simultaneously with the closing of this offering at a per share amount equal to the lower of: (i) $9.00 or (ii) 80% of the initial public offering price. The remaining $200,000 convertible note was exchanged for a 12% convertible bridge note and warrants in the August 2006 offering discussed immediately below.

In private placement offerings completed in March, July and August 2006, we sold to accredited investors our 12% convertible bridge notes in aggregate principal amount of $5,749,031, together with warrants to purchase an aggregate of 1,149,806 shares of our common stock. The notes mature on the earlier of 30 days following completion of this offering or March 10, 2007. The notes are convertible and the warrants exercisable by the holders thereof at $7.20 per share or, following this offering, at 80% of the initial public offering price per share.

BUSINESS

History

Wireless Ronin Technologies, Inc. is a Minnesota corporation incorporated on March 23, 2000. Originally we sought to apply our proprietary wireless technology in the information device space and focused on an “industrial strength” personal digital assistant. We recognized that we lacked the financial and operating strength to compete in the general market and instead targeted niche markets, but we were unable to gain market acceptance for this type of application. Beginning in the fall of 2002, we designed and developed RoninCast®. The first release of RoninCast was in the spring of 2003.

General

We provide dynamic digital signage solutions targeting specific retail and service markets. Through a suite of software applications marketed as RoninCast®, we provide an enterprise-level content delivery system that manages, schedules and delivers digital content over wireless or wired networks. Additionally, RoninCast’s flexibility allows us to develop custom solutions for specific customer applications.

Business Strategy

Our objective is to be the premier provider of dynamic digital signage systems to customers in our targeted retail and service markets. To achieve this objective, we intend to pursue the following strategies:

Focus on Vertical Markets. Our direct sales force focuses primarily on the following vertical market segments: retail, hospitality, specialized services and public spaces. To attract and influence customers, these markets continue to seek new mediums that provide greater flexibility and visual impact in displaying messages. We focus in markets where we believe our solution offers the greatest advantages in functionality, implementation and deployment over traditional media advertising.

Marketing and Branding Initiatives. Our key marketing objective is to establish RoninCast as an industry standard in the dynamic digital signage industry. Our marketing initiatives convey the distinguishing and proprietary features of our products, including wireless networking, centralized content management and custom software solutions.

Our strategy has included establishing a strong presence at national trade shows, such as NADA (National Auto Dealership Association), Globalshop and Digital Retailing. Both Globalshop and Digital Retailing focus on retail markets and have attendees from many countries. These trade shows provide an ideal venue for product introduction and engaging with key retailers. We continuously evaluate our strategies to determine which trade show presence best serves our marketing objectives.

Leverage Strategic Partnerships and Reseller Relationships. We seek to develop and leverage relationships with market participants to integrate complementary technologies with our solutions. We believe that strategic partnerships will enable access to emerging new technologies and standards and increase our market presence. These strategic partners obtain the rights, in some cases exclusively, to sell and distribute the RoninCast technology in a defined market segment by purchasing a license for that particular vertical market. We plan to continue developing and expanding reseller relationships with firms or individuals who possess specific market positions or industry knowledge.

Outsource Essential Operating Functions. We outsource certain support functions such as system installation, fixturing, integration and technical field support. In addition, we purchase from manufacturers such items as stands, mounts, custom enclosures, monitors and computer hardware. We believe that our expertise in managing complex outsourcing relationships improves the efficiency of our digital signage solutions.

Custom Solutions. Although RoninCast is an enterprise solution designed for an array of standard applications, we also develop custom systems that meet the specific business needs of our customers. As

digital signage technology continues to evolve we believe that creating custom solutions for our customers is one of the primary differentiators of our value proposition.

New Product Development. Developing new products and technologies is critical to our success. Increased acceptance of digital signage will require technological advancements to integrate it with other systems such as inventory control, POS and database applications. In addition, digital media content is becoming richer and we expect customers will continue to demand more advanced requirements for their digital signage networks. We intend to continue to listen to our customers, watch the competitive landscape and improve our products.

Industry Background

Digital Signage. We provide digital signage for use in the advertising industry. Total advertising expenditures were approximately $264 billion in 2004 according to Advertising Age's Special Report: Profiles Supplement — 50th Annual 100 Leading National Advertisers Report. Within this industry, we participate in a digital signage segment focusing primarily on marketing or advertising targeted to specific retail and service markets.

The use of digital signage is expected to grow significantly over the next several years. Frost & Sullivan has estimated that the size of the North American digital signage advertising market, comprising advertising revenues from digital signage networks, at $102.5 million in 2004 and forecasts the market to reach $3.7 billion in 2011, a compound annual growth rate of 67%. According to iSuppli, the digital signage market is expected to surpass $2 billion in overall revenue by 2009.

Frost & Sullivan also estimates that expenditures for digital signage systems, including displays, software, software maintenance, media players, design, installation, and networking services, were $148.9 million in 2004, and the market is forecast to reach $856.9 million by 2011, a compound annual growth rate of 28%.

Growth of Digital Signage. We believe there are four primary drivers to the growth of digital signage:

- *Compliance and effectiveness issues with traditional point-of-purchase signage.* Our review of the current market indicates that most retailers go through a tedious process to produce traditional static point-of-purchase and in-store signage. They create artwork, send such artwork to a printing company, go through a proof and approval process and then ship the artwork to each store. According to an article appearing in The Retail Bulletin (February 19, 2006), it is estimated that less than 50% of all static in-store signage programs are completely implemented once they are delivered to stores. We believe our signage solution can enable prompt and effective implementation of retailer signage programs, thus significantly improving compliance.
- *Growing awareness that digital signage is more effective.* We believe that a majority of brand buying decisions are made while in the retail store. Research presented at the 2005 Digital Signage Business conference shows that digital signage receives up to 10 times the eye contact of static signage and, depending upon the market, may significantly increase sales for new products that are digitally advertised. A study by Arbitron, Inc. found that 29% of the consumers who have seen video in a store say they bought a product they were not planning on buying after seeing the product featured on the in-store video display. We believe that our dynamic digital signage solutions provide a valuable alternative to advertisers currently using static signage.
- *Changes in the advertising landscape.* With the introduction of personal video recorders (PVRs) and satellite radio, we believe retailers, manufacturers and advertising firms are struggling with ways to present their marketing message effectively. A recent article in Infomercial Media states that PVRs (TiVo, for example) will be in over 30% of US homes within the next five years. Although viewers are watching 20-30% more television, they are using PVR technology to bypass as much as 70% of the commercials. In addition, satellite radio continues to grow in popularity with limited

and/or commercial free programming. We believe the use of digital signage will continue to grow as advertisers seek alternatives to traditional media.

- *Decreasing hardware costs associated with digital signage.* The high cost of monitors has been an obstacle of digital signage implementation for a number of years. The price of digital display panels has been falling due to increases in component supplies and manufacturing capacity. As a result, we believe that hardware costs are likely to continue to decrease, resulting in continued growth in this market. We employ digital displays from a variety of manufacturers. This independence allows us to give our customers the hardware their system requires while taking advantage of improvements in hardware technology, pricing reductions and availability. We partner with several key hardware vendors, including NEC, Richardson Electronics (Pixelink), LG, Hewlett Packard and Dell.

The RoninCast Solution

RoninCast is a digital alternative to static signage that provides our customers with a dynamic visual marketing system designed to enhance the way they advertise, market, deliver and update their messages to targeted audiences. For example, our technology can be combined with interactive touch screens to create new platforms for assisting with product selection and conveying marketing messages. An example of this is the interactive, touch screen kiosk we designed for shoppers at Sealy mattress stores. RoninCast enables us to deliver a turn-key solution that includes project planning, innovative design services, network deployment, software training, equipment, hardware configuration, content development, implementation, maintenance and 24/7 help desk support.

Our software manages, schedules, and delivers dynamic digital content over wired or wireless networks. Our suite of software products has been trademarked RoninCast. Our solution integrates proprietary software components and delivers content over proprietary communication protocols.

RoninCast is an enterprise software solution which addresses changes in advertising dynamics and other traditional methods of delivering content. We believe our product provides benefits over traditional static signage and assists our customers in meeting the following objectives of a successful marketing campaign.

Features and benefits of the RoninCast system includes:

- *Effective Conveyance of Message.* Studies have shown digital signs to be an effective means of attracting the attention of customers and improving message recall. We believe that the display of complex graphics and videos creates a more appealing store environment.
- *Centrally Controlled.* RoninCast empowers the end-user to distribute content from one central location. As a result, real-time marketing decisions can be managed in-house ensuring retailers' communication with customers is executed system-wide at the right time and the right place. Our content management software recognizes the receipt of new content, displays the content, and reports back to the central location(s) that the media player is working properly.
- *Wireless Delivery.* RoninCast can distribute content within an installation wirelessly. RoninCast is compatible with current wireless networking technology and does not require additional capacity within an existing network. RoninCast uses Wireless Local Area Network (WLAN) or wireless data connections to establish connectivity. By installing or using an existing onsite WLAN, RoninCast can be incorporated throughout the venue without any environmental network cabling. We also offer our mobile communications solution for off-site signage where WLAN is not in use or practical.
- *Network Control.* Each remote media player is uniquely identified and distinguished from other units as well as between multiple locations. RoninCast gives the end-user the ability to view the media player's status to determine if the player is functioning properly and whether the correct content is playing. A list of all units on the system is displayed allowing the end-user to view single units or clusters of units. The system also allows the end-user to receive information regarding the

health of the network before issues occur. In addition, display monitors can be turned on or off remotely.

- *Ease and Speed of Message Delivery.* Changing market developments or events can be quickly incorporated into our system. The end-user may create entire content distributions on a daily, weekly or monthly basis. Furthermore, the system allows the end-user to interject quick daily updates to feature new or overstocked items, and then automatically return to the previous content schedule.
- *Scalability/ Mobility.* By utilizing a wireless network, the RoninCast system provides the ability to easily move signage or "scale-up" to incorporate additional digital signage. Displays can be moved to or from any location under a wireless network. Customers are able to accommodate adds/moves/changes within their environment without rewiring network connections. And when the customer wants to add additional digital signage, only electrical power needs to be supplied at the new location.
- *Data Collection.* Through interactive touch screen technology, RoninCast software can capture user data and information. This information can provide feedback to both the customer and the marketer. The ability to track customer interaction and data mine user profiles, in a non-obtrusive manner, can provide customers feedback that would otherwise be difficult to gather.
- *Integrated Applications.* RoninCast can integrate digital signage with other applications and databases. RoninCast is able to use a database feed to change the content or marketing message, making it possible for our customers to deliver targeted messages. Data feeds can be available either internally within a business or externally through the Internet. For example, our customers can specify variable criteria or conditions which RoninCast will analyze, delivering marketing content relevant to the changing environment.
- *Compliance/ Consistency.* RoninCast addresses compliance and consistency issues associated with print media and alternative forms of visual marketing. Compliance measures the frequency of having the marketing message synchronized primarily with product availability and price. Compliance issues cause inconsistencies in pricing, product image and availability, and store polices. RoninCast addresses compliance by allowing message updates and flexible control of a single location or multiple locations network-wide. RoninCast allows our customers to display messages, pricing, images, and other information on websites that are identical to those displayed at retail locations.

Our Markets

We generate revenues through system sales, license fees and separate service fees for consulting, training, content development and implementation services, and for ongoing customer support and maintenance. We currently market and sell our software and service solutions through our direct sales force and value added resellers.

We market to companies that deploy point-of-purchase advertising or visual display systems and whose business model incorporates marketing, advertising, or delivery of messages. Typical applications are retail and service business locations that depend on traditional static point-of-purchase advertising. We believe that any retail businesses promoting a brand or advertiser seeking to reach consumers at public venues are also potential customers. We believe that the primary market segments for digital signage include:

Retail. General retailers typically have large stores offering a variety of goods and services. This vertical market constantly faces the challenge of improving customer traffic as the size of the stores increases. It is estimated that a typical customer's shopping cycle is once every two weeks for about 1½ hours per visit. Furthermore, they also understand the need to compete with on-line shopping by offering a source for products that are becoming more popular through that venue. Retailers are also concerned about the demographic shopping cycle. Customers from different demographic groups shop at

different times of the day and week. The challenge is to set the store and its promotions to fit the demographic customer, their shopping pattern and cycle, and to offer services that more effectively compete with electronic venues. Retailers also have difficulty with point-of-purchase compliance. Once static signage is created, printed and shipped, retailers face the challenge to get individual stores to install the point-of-purchase advertising in the proper place and at the proper time, and to remove it at the right time. In some instances, retailers see less than 50% compliance on an individual store level.

Hospitality. Hospitality venues offer an array of opportunities for digital signage. For example, in the gaming and casino environment, entertainers and events often require signage to be developed, installed and removed on a frequent basis. RoninCast allows for centralized control and scheduling of all content, which provides a more efficient and manageable system. Additionally, casino and gaming facilities offer a variety of non-gaming services, such as spas, restaurants, shopping malls and convention halls. These facilities attempt to raise guest awareness of multiple products and services in an attractive and informative manner. Casinos may also have a need for off-site advertising, such as at airports or arenas, to drive traffic from these venues to their facilities. RoninCast with mobile communications enables the use of in-house signage to be used for off-site applications.

Restaurants also offer opportunities for digital signage. Indoor advertising in restrooms, curbside pick-up, waiting areas and menu boards are areas in which digital signage can be incorporated. For example, most walk through restaurants use backlit fixed menu systems. These are time consuming and expensive to change, leaving the restaurant with a menu fare that is fixed for a period of time. Additionally, restaurants offer different menus at different times of the day making the menu cluttered and difficult for the customer to follow. RoninCast allows for “real-time” scheduling of menu board items throughout the day with prices and selections changing based on a user-defined schedule.

Specialized Services. The healthcare and banking industries both have specific customer waiting areas and are information-driven. By incorporating digital signage programs, these institutions can promote products and disseminate information more effectively. In addition, digital signage can reduce perceived wait times by engaging patients or customers with relevant marketing messages and information.

Public Spaces. Public spaces such as convention centers, transportation locations and arenas present opportunities for digital signage applications. Convention centers welcome millions of visitors per year for a variety of events. Airports offer another opportunity for digital signage. These potential customers using RoninCast, along with mobile communications, can control messages remotely from their central headquarters without requiring an onsite communication network.

Our Customers

Historically, our business has been dependent upon a few customers. Our goal is to broaden or diversify our customer base. We have installed digital signage systems in over 200 locations since the introduction of RoninCast in January 2003. Of the customers listed below, only Sealy in the first six months of 2006 and Canterbury Park in the first six months of 2005, exceeded ten percent of that period’s sales. The percentages were 32% and 16%, respectively.

Sealy Corporation. We entered into a sale and purchase agreement with Sealy Corporation in July 2006. During 2005, we worked with Sealy to develop the SealyTouch™ system, which is an in-store, interactive shopping and training aid for mattress customers and retail associates. Sealy distributes its products through approximately 2,900 dealers at approximately 7,000 locations. Sealy purchased 50 systems in 2006. We have agreed to work with Sealy on an exclusive basis in the bedding manufacture and retail field and will be Sealy’s exclusive vendor for these systems during the three-year term of the agreement, assuming Sealy’s satisfaction of minimum order requirements described below, and contingent upon the successful conclusion of Sealy’s system beta testing and the parties entering into a master services agreement and certain other related agreements. Our commitment to work with Sealy on an exclusive basis is subject to Sealy ordering either: (i) 250 SealyTouch systems per calendar quarter beginning with the quarter ending December 31, 2006, or (ii) a total of 2,000 systems deliverable in

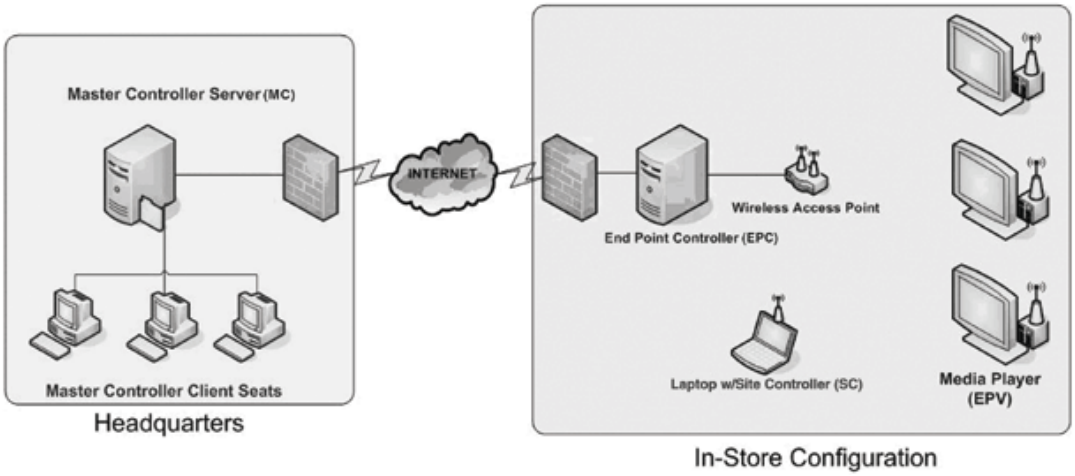
quantities of at least 250 systems per calendar quarter, commencing with the quarter ending December 31, 2006. The agreement, however, does not obligate Sealy to purchase a minimum number of systems.

The following are examples of other customers:

- *Best Buy* — Best Buy is testing and evaluating RoninCast software at their headquarters in Richfield, Minnesota. We have also installed a test installation at a store location in San Diego, California.
- *Canterbury Park* — We have installed RoninCast throughout the Canterbury Park gaming facility. In addition, Canterbury installed digital signage twenty-five miles away at the Minneapolis/ St. Paul International airport utilizing RoninCast with mobile communications. Both in-house and off-site digital signage is controlled from one central location.
- *Coca-Cola* — The Midwest region fountain division provides RoninCast displays as a means of extending their contracts with various customers, including restaurants, theatres, C-stores and supermarkets. Coca-Cola also uses its marketing co-op program with customers as a brand awareness/reward tool.
- *GetServd.com* — GetServd.com is a full service digital advertising firm located in Calgary, Alberta, that runs the RoninCast® digital signage network for many of North America's leading paint suppliers, including industry pace setters Hirshfield's in the Midwest and Miller Paint in the Northwest. GetServd.com creates custom signage networks for their customers to promote their various vendors, create related sales opportunities and reduce perceived wait time for their customers.
- *Foxwoods Resort Casino* — Foxwoods is the largest casino in the world, with 340,000 square feet of gaming space in a complex that covers 4.7 million square feet. More than 40,000 guests visit Foxwoods each day. Foxwoods purchased RoninCast® to control, administer and maintain marketing content on its property from its marketing headquarters in Norwich, Connecticut.
- *Las Vegas Convention and Visitors Authority* — By using our solution for wayfinding (touch screen technology), advertising and event scheduling, this digital signage installation exemplifies how digital signage can enhance an environment while providing advanced technology to control, administer and maintain marketing content from one centralized location.
- *Mystic Lake Casino and Resort* — We have installed RoninCast displays for several applications, including offsite advertising at the Mall of America, Wall of Winners, promotion of casino winners, general kiosks and upcoming casino events.
- *Showtickets.com* — Showtickets uses the RoninCast to control content in Las Vegas to promote ticket sales for shows and events throughout Las Vegas. An example of our scalability, Showtickets has continued to increase their digital signage presence over the past three years.
- *University of Akron* — The University uses RoninCast as an information system for students and faculty. Starting with a small installation footprint, the University continues to grow their digital signage network with recurring orders for expansion.
- *Wynn Las Vegas* — Content developed exclusively by Wynn for its proprietary outdoor display is previewed, edited and approved using our system.

Product Description

RoninCast is a dynamic digital signage network solution that combines scalable, secure, enterprise-compliant, proprietary software with off the shelf or customer owned hardware. This integrated solution creates a network capable of controlling management, scheduling and delivery of content from a single location to an enterprise-level system.



Master Controller (MC) — The MC is divided into two discreet operational components: the Master Controller Server (MCS) and the Master Controller Client (MCC). The MCS provides centralized control over the entire signage network and is controlled by operators through the MCC graphical user interface. Content, schedules and commands are submitted by users through the MCC to be distributed by the MCS to the End-Point Controllers. Additionally, through the MCS, network and content reports, and field data are viewed by operators utilizing the MCC.

End-Point Controller (EPC) — The EPC receives content, schedules and commands from the centralized MCS. It then passes along the information to the End-Point Viewers in its local environment. The EPC then sends content, executes schedules and forwards commands that have been delivered. Additionally, the EPC monitors the health of the local network and sends status reports to the MCS.

End-Point Viewer (EPV) — The EPV software displays the content that has been distributed to it from the EPC or the Site Controller. It keeps track of the name of the content that is currently playing, and when and how many times it has played. This information is delivered back to the MCS through the EPC.

Site Controller (SC) — The SC provides localized control and operation of an installation. It is able to deliver, broadcast, or distribute schedules and content. The level of control over these operations can be set at specific levels to allow local management access to some or all aspects of the network. The SC also allows information to be reviewed regarding the status of their local RoninCast network. It is also used as an installation and diagnostic tool.

Network Builder (NB) — The NB allows operators to set up virtual networks of signage that create groups for specific content distribution. EPVs can be grouped by location, type, audience, or whatever method the user chooses.

Schedule Builder (SB) — The SB provides users the ability to create schedules for extended content distribution. Schedules can be created a day, a week, a month or a year at a time. These schedules are executed by the EPCs at the local level.

Zone Builder (ZB) — The ZB allows screen space to be dividing into discreet sections (zones) that can each play separate content. This allows reuse of media created from other sources, regardless of the pixel-size of the destination screen. Additionally, each zone can be individually scheduled and managed.

RoninCast Wall (RCW) — The RCW provides the ability to synch multiple screens together to create complex effects and compositions such as an image moving from one screen to the next screen, or all screens playing new content at one time.

Database Client (DBC) — The DBC allows for automation of control of the RoninCast network. Information can be retrieved from a database and sent to the EPVs automatically. This software is best suited for implementation where information changes on a regular basis, such as meeting room calendars or arrival and departure times, or data feeds from the Internet (for example, stock prices or sports scores).

Event Log Viewer (EVL) — The EVL allows the user to easily analyze logs collected from the field in an organized manner. Filtering and sorting of data in any aspect further simplifies the analysis.

Software Development Kit (SDK) — The SDK is provided so that customers can create their own custom applications that can interface with the RoninCast network. This provides the ultimate in flexibility for our customers who wish to create their own look-and-feel.

Key Components

Key components of our solution include:

User-Friendly Network Control

When managing the RoninCast network, the ability to easily and intuitively control the network is critical to the success of the system and the success of the customer. Customer input has been, and continues to be, invaluable in the design of the RoninCast Graphical User Interface. Everything from simple design decisions (e.g. menu layout) to advanced network communication (e.g. remote media file visualization — seeing the content play on a remote screen), is designed to be user-friendly and easily learned.

Diverse Content Choices

With the myriad media design tools available today, it is vital that RoninCast stay current with the tools and technologies available. RoninCast started with Macromedia Flash, and while Flash remains a large percentage of content created and deployed, we have continued to innovate and expand the content options available. Today we offer Video (MPEG1, MPEG2, MPEG4, WMV, AVI), Macromedia Flash (SWF), still images (JPEG, BMP), and audio (MP3, WAV). As media technologies continue to emerge and advance, we also plan to expand the media choices for RoninCast.

Intelligent Content Distribution

The size and complexity of the content being sent to be displayed are growing. In order for RoninCast to maintain network friendliness across wired and wireless connections, it is important that as few bytes as possible are sent. There are several ways that we make this possible.

The system utilizes a locally installed librarian that takes advantage of unused space on the hard-drive to track and manage content. Only files that are needed at the End-Points are transferred, saving on network bandwidth.

RoninCast supports content transfer technologies other than one-to-one connections. One such technology is multicast satellite distribution. This is widely used in corporations, for example big-box retailers, that distribute large quantities of data to many locations.

Often it is not the content itself that needs to be changed, but the information within the content that needs to be changed. If information updates are needed, instead of creating and sending a new content file, RoninCast can facilitate the changing of that information. Through Macromedia Flash and the RoninCast Database Client, changing content information (instead of the content itself), can be facilitated through mechanisms such as Active Server Pages or PHP. This reduces updates from mega-bytes to the few bytes required to display a new time.

Distributed Management

In order for RoninCast to be scalable to large organizations, it is necessary that each individual installation not burden the MC with everyday tasks that are required to manage a complex network. To this end, the MC offloads much of its work and monitoring to the EPCs. On the local network, the EPCs execute schedules, monitor EPVs, distribute content, and collect data. The only task that is required of the MC is to monitor and communicate with the EPCs. In this way, expansion of the RoninCast network by adding an installation does not burden the central server (MC) by the number of screens added, but only by the single installation.

Enterprise-Level Compatibility

RoninCast software is designed to easily integrate into large enterprises and become part of suite of tools that are used every day. The RoninCast Server applications (MCS and EPC) run under Windows (2K, XP and 2K+ Server), and Linux server technology. In order to accommodate our customers' network administrators, our software supports the ability to use Active Server Pages (or PHP) to create controlled, closed-loop interfaces for the RoninCast system.

Flexible Network Design

One of the strengths of the RoninCast network is the ease and flexibility of implementation and expansion. RoninCast is designed to intelligently and successfully manage myriad connection options simultaneously both internally to an installation, and externally to the Internet.

RoninCast can be networked using Wired LAN and/or Wireless LAN technology. With Wireless LAN, time and costs associated with installing or extending a hardwired network are eliminated. Wireless LAN offers customers freedom of installations and reconfigurations without the high costs of cabling. Additionally, a new installation can be connected to the Internet through dial-up/ DSL telephone modems, wireless data communications or high-throughput enterprise data-pipes.

In order to communicate with the MCS, a new installation can be connected to the Internet through dial-up/ DSL telephone modems, digital mobile communication (such as CDMA or GPRS), or high-throughput enterprise data-pipes.

Security

Essential to the design of RoninCast is the security of the network and hence the security of our customers. In order to provide the most secure installation possible, we address security at every level of the system: RoninCast communication, operating system hardening, network security and user interaction.

RoninCast utilizes an unpublished proprietary communication protocol to communicate with members of the system. All information that is sent to or from a network member is encrypted with an industry standard 256-bit encryption scheme that is rated for government communication. This includes content for display as well as commands to the system (for maintenance, data retrieval, etc.). Additionally, all commands are verified by challenge-response where the receiver of communication challenges the sender to prove that in fact it was sent from that sender, and not a potential intruder.

In order for computers to be approved for use on the RoninCast network, their operating systems (whether Windows or Linux) go through a rigorous hardening process. This hardening removes or disables extraneous programs that are not required for the core operation of RoninCast applications. The result is a significantly more stable and secure base for the system as a whole.

Wireless and wired LAN each pose different levels of security and exposure. Wireless LAN has the most exposure to potential intruders. However, both can be accessed. In order to create a secure network we utilize high-level industry-standard wireless LAN equipment and configure it with the highest level of security. When necessary, we work with our customers, analyze their network security and will recommend

back-end computer security hardware and software that will help make both their network and RoninCast network as secure as possible.

RoninCast also uses a username/ password mechanism with four levels of control so that access and functionality can be granted to a variety of users without having to give complete control to everyone. The four levels are separated into Root (the highest level of control with complete access to the system), Administrators (access that allows management of the RoninCast's hardware and software), Operators (access that allows the management of the media playing), and Auditors (access that is simply a "looking glass" that allows the viewing of device status, media playing, etc.). Additionally, in order to facilitate efficient management of access to the system, RoninCast will resolve usernames and password with the same servers that already manage a customer's infrastructure.

Specialized Products

Typical hardware in our solution includes a screen and PC (with wireless antenna), and may include certain specialized hardware products including:

U-Box — A display form factor consisting of an embedded processor with monitor for bathroom or other advertising applications.

Table Sign — A form factor specifically designed for displaying advertising and informational content on gaming tables in a casino environment. The unit consists of an embedded processor that can be used with a variety of display sizes.

Touch Screen Kiosks — An integrated hardware solution for interactive touch screen applications.

Our Suppliers

Our principal suppliers include the following:

- Bailiwick Data Systems, Inc. and National Service Center (installation services);
- Samsung America, LG Electronics USA, NEC Display Solutions and Richardson Electronics Ltd. (monitors);
- Hewlett Packard Company, Dell USA, LP (computers); and
- Chief Manufacturing, Inc. (fixtures).

On September 14, 2006, we entered into a hardware partnership agreement with Richardson Electronics Ltd. that establishes pricing and procedures for our purchase of products, services and support that will allow us to focus on our core business of providing digital signage solutions. Although the agreement doesn't require us to purchase minimum levels of products, services and support from Richardson or require Richardson to provide us with minimum levels of products, services or support, we expect that Richardson will be the primary supplier of our touch screen systems, provide consulting services regarding hardware selection and provide support for our installations. The term of this agreement is one year and will automatically renew for one-year terms unless terminated by either party on thirty days written notice.

Agreement with Marshall Special Assets Group, Inc.

We intend to develop strategic alliances with various organizations who desire to incorporate RoninCast Technology into their products or services or who may market our products and services. We entered into a strategic partnership agreement with The Marshall Special Assets Group, Inc. in May 2004. Marshall has experience in the gaming industry through its business of providing financing to Native American casinos. We have granted Marshall the right to be the exclusive distributor of our products to entities and companies and an exclusive license to our technology in the gaming and lottery industry throughout the world for an initial two-year term. In connection with such distribution arrangement, Marshall paid us $300,000 in May 2004 and $200,000 in October 2004. No other payments have been

required from Marshall to date. We have received reimbursement of commissions and expenses from Marshall of approximately $107,000, with approximately $19,000 in unbilled expenses. Marshall will pay us 38% of the gross profit on all products and technical and support services generated by the sale of each RoninCast system and related services. For any fees or payments received by us for technical and support services, we will pay Marshall 62% of the gross profit on such technical and support services. For purposes of determining the gross profit on technical and support services, such gross profit is assumed to be 50% of the amounts invoiced and paid for such services. After its initial term, the agreement automatically renews on an annual basis in perpetuity provided that in each year there are either gross sales of product or services in the gaming and lottery industry in the amount of at least $1,750,000 or Marshall makes an additional payment to us for 38% of the assumed gross margin on the amount by which the gross sales are less than $1,750,000. The assumed gross margin for this calculation is 22.2% of the sales price. Marshall has the right to terminate the agreement at any time with 60 days prior written notice to us.

Ongoing Development

Ongoing product development is essential to our ability to stay competitive in the marketplace as a solution provider. From the analysis and adoption of new communication technologies, to new computer hardware and display technologies, to the expansion of media display options, we are continually enhancing our product offering. We incurred $687,398 in fiscal year 2004 and $881,515 in fiscal year 2005 on research and development activities.

Services

We also offer consulting, project planning, design, content development, training and implementation services, as well as ongoing customer support and maintenance. Generally, we charge our customers for services on a fee-for-service basis. Customer support and maintenance typically is charged as a percentage of license fees and can be renewed annually at the election of our customers.

Our services are integral to our ability to provide customers with successful digital signage solutions. Our industry-experienced associates work with customers to design and execute an implementation plan based on their business processes. We also provide our customers with education and training. Our training services include providing user documentation.

We provide our customers with product updates, new releases, new versions and updates as part of our support fees. We offer help desk support through our support center, which provides technical and product error reporting and resolution support.

Intellectual Property

We have three U.S. patent applications pending relating to various aspects of our RONINCAST delivery system. One of these applications was filed in October 2003 and two were filed in September 2004. Highly technical patents can take up to six years to issue and we cannot assure you that any patents will issue, or if issued, that the same will provide significant protection to us.

We currently have U.S. Federal Trademark Registrations for WIRELESS RONIN® and RONIN CAST®, and have an approved U.S. Registration application for RONINCAST™ and Design™. We also have pending in Europe a Community Trademark application for RONINCAST.

On February 24, 2006, we received a letter from MediaTile Company USA, advising us that it filed a patent application in 2004 relating solely and narrowly to the use of cellular delivery technology for digital signage. The letter contains no allegation of an infringement of MediaTile’s patent application. MediaTile’s patent application has not been examined by the U.S. Patent Office. Therefore, we have no basis for believing our systems or products would infringe any pending rights of MediaTile. We are also well aware of alternative delivery technology, such as internet, available to us. We asked MediaTile in a responsive letter to keep us apprised of their patent application progress in the Patent Office.

Pursuant to the terms of the Sale and Purchase Agreement, dated July 11, 2006, between us and Sealy Corporation, we have granted to Sealy a limited, nontransferable, non-royalty bearing license to use our technology used in the SealyTouch System. Sealy's rights in our technology pursuant to this license are expressly limited to Sealy's use at specified locations in connection with the SealyTouch Systems we have sold to Sealy. We have agreed not to furnish our technology to any other bedding manufacturer or retailer in the United States, Canada or Mexico, provided Sealy meets certain minimum order requirements.

Competition

The Weinstock Media Analysis study defined digital signage as server-based advertising over networked video displays. Using that definition, we are aware of several competitors, including 3M (Mercury Online Solutions), Thomson (Technicolor), Clarity/ CoolSign, Paltronics, Scala, Nanonation, Infocast and Nexis. We are not currently a major factor in the digital signage industry as our products have not yet gained wide customer acceptance. Although we have no access to detailed information regarding our competitors respective operations, some or all of these entities may have significantly greater financial, technical and marketing resources than we do and may be able to respond more rapidly than we can to new or emerging technologies or changes in customer requirements. We also compete with standard advertising media, including print, television and billboards.

Regulation

We are subject to regulation by various federal and state governmental agencies. Such regulation includes radio frequency emission regulatory activities of the U.S. Federal Communications Commission, the consumer protection laws of the U.S. Federal Trade Commission, product safety regulatory activities of the U.S. Consumer Product Safety Commission, and environmental regulation in areas in which we conduct business. Some of the hardware components which we supply to customers may contain hazardous or regulated substances, such as lead. A number of U.S. states have adopted or are considering "takeback" bills which address the disposal of electronic waste, including CRT style and flat panel monitors and computers. Electronic waste legislation is developing. Some of the bills passed or under consideration may impose on us, or on our customers or suppliers, requirements for disposal of systems we sell and the payment of additional fees to pay costs of disposal and recycling. As of this date, we have not determined that such legislation or proposed legislation will have a material adverse impact on our business.

Employees

We refer to our employees as associates. We currently have 29 full-time associates employed in programming, networking, designing, training, sales/marketing and administration areas.

Properties

We conduct our principal operations in a leased facility located at 14700 Martin Drive, Eden Prairie, Minnesota 55344. We lease approximately 8,610 square feet of office and warehouse space under a five-year term lease that extends through November 30, 2009. The monthly lease obligation is currently $5,415 and adjusts annually after the second year with monthly payments equaling $5,918 in the fifth year. In addition, we lease additional warehouse space of approximately 2,160 square feet at 14793 Martin Drive, Eden Prairie, Minnesota 55344. This lease expires in September 2007 and has a monthly payment obligation of $1,350.

Legal Proceedings

We are not party to any pending legal proceedings.

MANAGEMENT

The following table sets forth the name, age and positions of each of our directors and executive officers as of October 10,, 2006:

Name	Age	Position
Jeffrey C. Mack	53	Chairman, President, Chief Executive Officer and Director
Christopher F. Ebbert	40	Executive Vice President and Chief Technology Officer
John A. Witham	55	Executive Vice President and Chief Financial Officer
Stephen E. Jacobs	58	Executive Vice President and Secretary
Scott W. Koller	44	Senior Vice President, Sales and Marketing
Henry B. May	51	Senior Vice President, Operations
Dr. William F. Schnell	50	Director
Carl B. Walking Eagle Sr.	64	Director
Gregory T. Barnum	51	Director
Thomas J. Moudry	46	Director
Brett A. Shockley	47	Director

Executive Officers

Jeffrey C. Mack has served as a Director and our Chief Executive Officer and President since February 2003. From November 2000 through October 2002, Mr. Mack served as Executive Director of Erin Taylor Editions, an art distribution business. From July 1997 through September 2000, Mr. Mack served as Chairman, CEO and President of Emerald Financial, a recreational vehicle finance company. In January 1990, Mr. Mack founded and became Chairman, CEO and President of Arcadia Financial, LTD. (formerly known as Olympic Financial, LTD.), one of the largest independent providers of automobile financing in the United States. Mr. Mack left Olympic in August 1996. Mr. Mack filed a voluntary bankruptcy petition in the U.S. Bankruptcy Court, Division of Minnesota, on February 16, 2001, and received a discharge on January 4, 2002.

Christopher F. Ebbert has served as our Executive Vice President and Chief Technology Officer since November 2000. From April 1999 to November 2000, Mr. Ebbert served as Senior Software Engineer for Digital Content, a 3D interactive gaming business. From February 1998 to April 1999, he served as Technical Director for Windlight Studios, a commercial 3D animation company. From December 1994 to February 1998, Mr. Ebbert served as Senior Software Engineer for Earth Watch Communications, a broadcast weather technologies company. From January 1990 to December 1994 he served as a Software Engineer and designed simulators for military use for Hughes Aircraft, an aerospace defense contractor.

John A. Witham has served as Executive Vice President and Chief Financial Officer since February 2006. From May 2002 through August 2004, Mr. Witham served as Chief Financial Officer of Metris Companies Inc. Prior to joining Metris, Mr. Witham was Executive Vice President, Chief Financial Officer of Bracknell Corporation from November 2000 to October 2001. In November 2001, Adesta Communications Inc., a wholly-owned subsidiary of Bracknell Corporation, voluntarily commenced a case under Chapter 11 of the United States Code in the United States Bankruptcy Court, District of Nebraska. In January 2002, State Group LTD, a wholly-owned subsidiary of Bracknell Corporation, filed bankruptcy in Toronto, Ontario, Canada. Mr. Witham was Chief Financial Officer of Arcadia Financial Ltd. from February 1994 to June 2000.

Stephen E. Jacobs has served as Executive Vice President and Secretary since February 2006. From October 2003 through February 2006, Mr. Jacobs served as our Executive Vice President and Chief Financial Officer. From February 2001 to November 2002, Mr. Jacobs was a Vice President for Piper Jaffray Inc. specializing in providing investment research on the transportation, manufacturing and industrial distribution industries.

Scott W. Koller has served as Senior Vice President Sales and Marketing since November 2004. From December 2003 to November 2004, Mr. Koller served as Vice President of Sales and Marketing for Rollouts Inc. From August 1998 to November 2003, Mr. Koller served in various roles with Walchem Corporation, including the last three years as Vice President of Sales and Marketing. Mr. Koller served in the U.S. Naval Nuclear Power Program from 1985 to 1992.

Henry B. May has served as Senior Vice President, Operations since June 2006. From February 2001 until May 2006, Mr. May served as the Regional Vice President of Gartner Executive Programs, a leading membership program for CIOs and senior IT managers.

Directors

Jeffrey C. Mack. See biography above.

William F. Schnell joined our board of directors in July 2005. Dr. Schnell also serves on the board of directors of National Bank of Commerce. Since 1990, Dr. Schnell has been an orthopedic surgeon with Orthopedic Associates of Duluth, and currently serves as its President.

Carl B. Walking Eagle Sr. joined our board of directors in July 2005. Since 1981, Mr. Walking Eagle has served as Vice Chairman of the Spirit Lake Tribal Council. See “Certain Relationships and Related Transactions.”

Gregory T. Barnum joined our board of directors in February 2006. Since February 2006, Mr. Barnum has been Vice President of Finance and Chief Financial Officer for Datalink Corporation. From July 1997 to June 2005, Mr. Barnum was Chief Financial Officer and Secretary of CNT Corporation. Prior to employment with CNT Corporation, he served as Senior Vice President of Finance and Administration, Chief Financial Officer and Secretary of Tricord Systems, Inc. and held similar senior financial positions with Cray Computer Corporation and Cray Research, Inc. Mr. Barnum is a member of the Board of Directors of Electric City Corporation and serves as a member of its Audit Committee.

Thomas J. Moudry joined our board of directors in March 2006. Since December 2005, Mr. Moudry has been Chief Executive Officer and Chief Creative Officer of Martin Williams Advertising, Inc., a subsidiary of Omnicom Group, Inc., an advertising and marketing company. Prior to his current position at Martin Williams, Mr. Moudry served as such company’s President and Executive Creative Director from June 2005 to December 2005 and such company’s Executive Vice President and Creative Director from July 2003 to June 2005. From April 2000 to May 2003, Mr. Moudry was Executive Vice President and Executive Creative Officer of Omnicom Group Inc.

Brett A. Shockley joined our board of directors in March 2006. Since January 2002, Mr. Shockley has been Chairman, Chief Executive Officer and President of Spanlink Communications. From August 2000 to December 2001, Mr. Shockley was Vice President-General Manager of the Customer Contact Business Unit of Cisco Systems.

There are no family relationships between our directors or executive officers.

Board of Directors; Committees

Our board of directors currently consists of 6 members. The members of our board of directors serve until the next annual meeting of shareholders, or until their successors have been elected. In addition to complying with the independent director requirements of the Nasdaq Stock Market, we will maintain at least two directors who satisfy the independence requirements set forth in the North American Securities Administrators Association Statement of Policy Regarding Corporate Securities Definitions.

Our board of directors has an executive committee, audit committee, compensation committee and corporate governance and nominating committee.

Executive Committee. Our executive committee consists of Messrs. Mack, Barnum and Shockley and Dr. Schnell. Pursuant to our Bylaws, the executive committee may exercise all of the powers of the

board of directors in the management of our business and affairs when the board of directors is not in session.

Audit Committee. Our audit committee consists of Messrs. Moudry, Barnum and Shockley. The functions of the audit committee include oversight of the integrity of our financial statements, our compliance with legal and regulatory requirements, the performance, qualifications and independence of our independent auditors and the performance of our internal audit function. Our audit committee is directly responsible, subject to shareholder ratification, for the appointment, retention, compensation, evaluation, termination and oversight of the work of any independent auditor engaged for the purpose of preparing or issuing an audit report or related work. The purpose and responsibilities of our audit committee are set forth in the Audit Committee Charter approved by our board of directors on February 27, 2006. All of the members of the audit committee are "independent" as defined by applicable regulations of the Securities and Exchange Commission and Nasdaq. Our board of directors has determined that Gregory T. Barnum qualifies as an "audit committee financial expert" as defined by applicable regulations of the Securities and Exchange Commission.

Compensation Committee. Our compensation committee consists of Messrs. Barnum and Moudry and Dr. Schnell. The functions of the compensation committee include reviewing and approving the goals and objectives relevant to compensation of our Chief Executive Officer, evaluating the Chief Executive Officer's performance in light of those goals and objectives and determining and approving the Chief Executive Officer's compensation level based on this evaluation. Our compensation committee also approves and makes recommendations to our board with respect to compensation of other executive officers, incentive-compensation plans and equity-based plans. The purpose and responsibilities of our compensation committee are set forth in the Compensation Committee Charter approved by our board of directors on February 27, 2006.

Corporate Governance and Nominating Committee. Our corporate governance and nominating committee consists of Messrs. Barnum and Shockley and Dr. Schnell. The functions of the corporate governance and nominating committee include identifying individuals qualified to become members of our board and overseeing our corporate governance principles. The purpose and responsibilities of our corporate governance and nominating committee are set forth in the Corporate Governance and Nominating Committee Charter approved by our board of directors on February 27, 2006.

Limitation of Liability and Indemnification

Under the Minnesota Business Corporation Act, our articles of incorporation provide that our directors shall not be personally liable for monetary damages to us or our shareholders for a breach of fiduciary duty to the full extent that the law permits the limitation or elimination of the personal liability of directors.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

Compensation of Directors

Subject to approval of our 2006 Non-Employee Director Stock Option Plan by our shareholders, our board of directors has authorized us to grant non-qualified stock options to each non-employee director for the purchase of 40,000 shares of our common stock at an exercise price equal to the per share price of this offering. Each non-employee director option would vest at the rate of 10,000 shares effective February 27, 2006 for incumbent directors or upon election to the board for new directors, and 10,000 shares upon reelection to the board each year thereafter.

Executive Compensation

Summary Compensation Table

The following table shows, for our Chief Executive Officer and each of our three other most highly compensated executive officers, who are referred to as the named executive officers, information concerning annual and long-term compensation earned for services in all capacities during the fiscal year ended December 31, 2005.

	Annual Compensation			Long-Term Compensation Awards	
Name and Principal Position	Salary($)	Bonus($)	Other Annual Compensation($)	Securities Underlying Options(#)(1)	All Other Compensation($)
Jeffrey C. Mack Chairman of the Board of Directors, President and Chief Executive Officer	139,766	38,500	—	40,000	—
Michael J. Hopkins Executive Vice President	105,692	6,000	—	6,667	—
Christopher F. Ebbert Executive Vice President and Chief Technology Officer	129,615	12,000	—	76,308	—
Scott W. Koller Senior Vice President Sales and Marketing	114,231	6,000	7,661(2)	8,334	—

(1) Represents the number of shares of common stock underlying warrants granted.

(2) Represents sales commissions paid to Mr. Koller.

Option Grants in Last Fiscal Year

The following table sets forth certain information concerning warrants granted to the named executive officers during the fiscal year ended December 31, 2005.

	Individual Grants			
Name	Number of Securities Underlying Options Granted(#)(1)	Percent of Total Options Granted to Employees in Fiscal Year	Exercise or Base Price ($/share)	Expiration Date
Jeffrey C. Mack	18,333	6.67%	6.75	9/2/2010
	21,667	7.88%	13.50(2)	3/31/2011
Michael J. Hopkins	6,667	2.99%	2.25	1/26/2010
	6,944	3.11%	9.00	12/30/2010
Christopher F. Ebbert	3,889	1.41%	2.25	1/26/2010
	27,778	10.11%	0.09	1/26/2010
	1,864	0.68%	9.00	4/22/2010
	13,889	5.05%	6.75	9/3/2010
	13,889	5.05%	6.75	9/3/2010
	15,000	5.46%	13.50(2)	3/31/2011
Scott W. Koller	5,556	2.02%	6.75	8/4/2010
	2,778	1.01%	11.25	10/10/2010

(1) Each of the warrants granted in 2005 have a term of five years and, except for the warrant grants to Mr. Mack and Mr. Ebbert to purchase 21,667 shares and 15,000 shares respectively which were granted subject to shareholder approval, are immediately exercisable.

(2) These warrants were subsequently repriced to $9.00 per share as described under "Certain Relationships and Related Party Transactions — Warrant Repricing" below.

Aggregated Option Exercises in Last Fiscal Year and Fiscal Year-End Option Values

The following table sets forth certain information concerning unexercised warrants held by the named executive officers as of December 31, 2005. No warrants were exercised by the named executive officers during the fiscal year ended December 31, 2005.

	Number of Securities Underlying Unexercised Options at Fiscal Year-End(#)(1)		Value of Unexercised In-The-Money Options at Fiscal Year-End($)(2)	
Name	Exercisable	Unexercisable	Exercisable	Unexercisable
Jeffrey C. Mack	53,689	21,667	$ 159,099	—
Michael J. Hopkins	16,167	0	$ 46,699	—
Christopher F. Ebbert	77,061	15,000	$ 294,995	—
Scott W. Koller	11,573	0	—	—

(1) Represents shares of common stock issuable upon exercise of outstanding warrants.

(2) There was no public trading market for our common stock as of December 31, 2005. Accordingly, the value of the unexercised in-the-money warrants listed above have been calculated on the basis of the assumed initial public offering price of $4.50 per share, less the applicable exercise price per share, multiplied by the number of shares underlying the warrants.

Executive Employment Agreements

We entered into Executive Employment Agreements with our current officers, Messrs. Mack, Witham, Jacobs, Ebbert and Koller, effective as of April 1, 2006 and Mr. May, effective as of June 19, 2006. These officers will continue to be employed in their current positions. Except for our agreement with Mr. Jacobs, the agreements are all for an initial term of two years, and will be automatically extended for successive one year periods unless either we or the officer elects not to extend employment. Mr. May's employment is through April 1, 2008 and Mr. Jacobs' employment is for a period of one year. The annual base salary payable under these agreements may be increased, but not decreased, in the sole discretion of our Board of Directors. The initial annual base salaries are: Mr. Mack — $172,000; Mr. Witham — $137,000; Mr. Jacobs — $132,000; Mr. Ebbert — $152,000; Mr. Koller — $137,000; and Mr. May — $130,000. Messrs. Mack, Jacobs and Ebbert are entitled to one-time cash bonuses payable upon the earlier of the completion of a public offering of our common stock of $10,000,000 or more or the first time our company operates with positive cash flow from operations on a 12-month annualized basis, in the following amounts: Mr. Mack — $25,000; Mr. Ebbert — $20,000; and Mr. Jacobs — $15,000. Mr. Witham is entitled to a one-time cash bonus payable upon the completion of this offering in the amount of $20,000. These agreements prohibit each officer from competing with us during his employment and for a period of time thereafter, two years for Mr. Mack and one year for each other officer. If we terminate the officer's employment without cause, the officer is entitled to receive a severance payment based on his base salary. For Mr. Mack, this payment is 2 times his base salary, and for Mr. Witham, this payment is 1.5 times his base salary. For each other officer, the payment is equal to his base salary. In addition, in a termination without cause, Mr. Koller is entitled to a payment equal to his earned commission, and each other officer is entitled to a payment equal to the performance bonus paid in the prior year, if any, except that Mr. Witham would be entitled to 1.5 times the bonus earned for the prior year. If there has been a change of control in our company and the officer's employment is involuntarily terminated or the officer leaves for

good reason within 12 months following the change of control, we would pay the officer the severance payments described above, except that Mr. Witham's severance payment would be 2 times his base salary and 2 times the bonus earned for the prior year.

2006 Equity Incentive Plan

On March 30, 2006, the Board of Directors adopted the 2006 Equity Incentive Plan which is subject to approval by our shareholders. Participants in the plan may include our employees, officers, directors, consultants, or independent contractors who our compensation committee determines shall receive awards under the plan. The plan authorizes the grant of options to purchase common stock intended to qualify as incentive stock options under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), the grant of options that do not qualify as incentive stock options, restricted stock, restricted stock units, stock bonuses, cash bonuses, stock appreciation rights, performance awards, dividend equivalents, warrants and other equity based awards. The number of shares of common stock reserved for issuance under the plan is 1,000,000 shares. No awards have been made under the plan. The plan expires on March 30, 2016.

The plan is administered by a committee appointed by our board of directors. The compensation committee of our board of directors serves as the committee. The committee has the sole authority to determine which of the eligible individuals shall be granted awards, authorize the grant and terms of awards, to adopt, amend and rescind such rules and regulations as may be advisable in the administration of the plan, construe and interpret the plan and to make all determinations deemed necessary or advisable for the administration of the plan.

Incentive options may be granted only to our officers and other employees or our corporate affiliates. Non-statutory options may be granted to employees, consultants, directors or independent contractors who the committee determines shall receive awards under the plan. We will not grant non-statutory options under the 2006 Equity Incentive Plan with an exercise price of less than 85% of the fair market value of the Company's common stock on the date of grant.

Generally, awards are non-transferable except by will or the laws of descent and distribution, however, the committee may in its discretion permit the transfer of certain awards to immediate family members or trusts for the benefit of immediate family members. If the employment of a participant is terminated by the company for cause, then the committee shall have the right to cancel any awards granted to the participant whether or not vested under the plan.

In March 2006, the Board of Directors approved, subject to shareholder approval of our plan, a grant to Mr. Mack of options to purchase 166,667 shares of our common stock and a grant to Mr. Witham of options to purchase 66,666 shares of our common stock. These options are exercisable at the initial public offering price, and vest 25% on the date of grant and 25% each year of the three-year period thereafter.

2006 Non-Employee Director Stock Option Plan

Our Board of Directors has adopted the 2006 Non-Employee Director Stock Option Plan which provides for the grant of options to members of our Board of Directors who are not employees of our company or its subsidiaries. This plan will be effective if approved by our shareholders by April 14, 2007. Our non-employee directors have been granted awards under the 2006 Non-Employee Director Stock Option Plan which are exercisable only if the plan is approved by our shareholders. Under the plan, non-employee directors as of February 27, 2006 and each non-employee director thereafter elected to the Board is automatically entitled to a grant of an option for the purchase of 40,000 shares of common stock, 10,000 of which vest and become exercisable on the date of grant (if the plan is approved by our shareholders), and additional increments of 10,000 shares become exercisable and vest upon each director's reelection to the board. The plan will be administered by the Compensation Committee of our board. The Compensation Committee is authorized to interpret the plan, amend and modify rules and regulations relating to the plan and amend the plan unless amendment is required to be approved by our shareholders pursuant to rules of any stock exchange or The Nasdaq Stock Market.

The number of shares reserved and available for awards under the 2006 Non-Employee Director Stock Option Plan will be 510,000 shares. Options are required to be granted at fair market value. Subject to shareholder approval, outstanding options granted to our current and former directors under the 2006 Non-Employee Director Stock Option Plan include the following:

Michael Frank	10,000 shares
Carl B. Walking Eagle Sr.	40,000 shares
Barry W. Butzow	10,000 shares
Gregory T. Barnum	40,000 shares
Thomas J. Moudry	40,000 shares
Brett A. Shockley	40,000 shares
William F. Schnell	40,000 shares
Susan K. Haugerud	10,000 shares

Mr. Frank, Mr. Butzow and Ms. Haugerud have resigned from the Board since receiving a grant of options, but would be entitled to exercise such options for 10,000 shares each if the plan is approved on or before April 14, 2007. Options have been granted at an exercise price equal to the initial public offering price.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

We believe that the terms of each of the following related party transactions were no less favorable to us than could have been obtained from an unaffiliated third party. With respect to each of the following transactions, the transaction was ratified by a majority of our independent directors who did not have an interest in the transactions or who had access, at our expense, to our or independent legal counsel.

We will enter into all future material affiliated transactions and loans with officers, directors and significant shareholders on terms that are no less favorable to us than those that can be obtained from unaffiliated, independent third parties. All future material affiliated transactions and loans, and any forgiveness of loans, must be approved by a majority of our independent directors who do not have an interest in the transactions and who had access, at our expense, to our independent legal counsel.

Convertible Notes

Between May 2003 and March 31, 2006, we financed our company primarily through the sale of convertible notes, some of which were purchased by certain of our directors, executive officers or their affiliates. We have entered into agreements with each of the holders of our outstanding convertible notes to provide, among other things, that the outstanding principal balances (plus, at the option of each holder, interest through the closing of this offering) will be automatically converted into shares of our common stock simultaneously with the closing of this offering. See “Debt Conversion Agreements” below.

Between May 20, 2003 and November 24, 2003, we borrowed an aggregate of $300,000 from Barry W. Butzow, our former director and a beneficial owner of more than 5% of our outstanding common stock, pursuant to four separate convertible notes. The notes have various maturities ranging from December 20, 2008 to June 26, 2009. Interest accrues at the rate of 10% per annum and is payable quarterly. Under the terms of the notes, Mr. Butzow had the option, prior to the maturity date, to convert the principal amount, in whole or in part, into shares of our capital stock at a price of $1.00 per share or the then-current offering price, whichever is less. We have the option to call the notes, in whole or in part, prior to the maturity date. In connection with the notes, we issued to Mr. Butzow 16,666 shares of our common stock and a five-year warrant to purchase 25,000 shares of our common stock at $9.00 per share.

Between June 16, 2003 and November 24, 2003, we borrowed an aggregate of $250,000 from Jack Norqual, a beneficial owner of more than 5% of our outstanding common stock, pursuant to three separate convertible notes. The notes have five-year maturities ranging from September 10, 2009 to October 24, 2009. Interest accrues at the rate of 10% per annum and is payable quarterly. Under the terms of the notes, Mr. Norqual had the option, prior to the maturity date, to convert the principal amount, in whole or in part, into shares of our capital stock at a price of $1.00 per share or the then-current offering price, whichever is less. We have the option to call the notes, in whole or in part, prior to the maturity date. In connection with the notes, we issued to Mr. Norqual 13,887 shares of our common stock and a five-year warrant to purchase 26,389 shares of our common stock at $9.00 per share.

On July 11, 2003, we sold a convertible note in the principal amount of $100,000 to Don Dorsey, a beneficial owner of more than 5% of our outstanding common stock. The note matures on June 14, 2009. Interest accrues at the rate of 10% per annum and is payable quarterly. Under the terms of the note, Mr. Dorsey had the option, prior to the maturity date, to convert the principal amount, in whole or in part, into shares of our capital stock at a price of $1.00 per share or the then-current offering price, whichever is less. We have the option to call this note, in whole or in part, prior to the maturity date. In connection with this note, we issued to Mr. Dorsey 5,555 shares of our common stock and a five-year warrant to purchase 8,333 shares of our common stock at $9.00 per share.

On October 31, 2003, we sold a convertible note in the principal amount of $100,000 to Stephen E. Jacobs, one of our officers. The note matures on May 28, 2009 and accrues interest at the rate of 10% per annum and is due quarterly. Under the terms of the note, Mr. Jacobs had the option, prior to the maturity date, to convert the principal amount, in whole or in part, into shares of our capital stock at a price of $1.00 per share or the then-current offering price, whichever is less. We have the option to call this note,

in whole or in part, prior to the maturity date. In connection with the note, we issued to Mr. Jacobs 5,555 shares of our common stock and a five-year warrant to purchase 8,333 shares of our common stock at $9.00 per share.

On October 31, 2003, we sold a convertible note in the principal amount of $25,000 to Steve Meyer, a beneficial owner of more than 5% of our outstanding common stock. The note matures on May 28, 2009. Interest accrues at the rate of 10% per annum and is payable quarterly. Under the terms of the note, Mr. Meyer had the option, prior to the maturity date, to convert the principal amount, in whole or in part, into shares of our capital stock at a price of $1.00 per share or the then-current offering price, whichever is less. We have the option to call this note, in whole or in part, prior to the maturity date. In connection with this note, we issued to Mr. Meyer 1,388 shares of our common stock and a five-year warrant to purchase 2,083 shares of our common stock at $9.00 per share.

On November 24, 2003, we sold a convertible note in the principal amount of $100,000 to Mr. Dorsey. The note matures on June 26, 2009. Interest accrues at the rate of 10% per annum and is payable quarterly. Under the terms of the note, Mr. Dorsey had the option, prior to the maturity date, to convert the principal amount, in whole or in part, into shares of our capital stock at a price of $1.00 per share or the offering price, whichever is less. We have the option to call this note, in whole or in part, prior to the maturity date. In connection with this note, we issued to Mr. Dorsey 5,555 shares of our common stock and a five-year warrant to purchase 8,333 shares of our common stock at $9.00 per share.

On March 12, 2004, we sold a convertible note in the principal amount of $100,000 to Mr. Meyer. The maturity date of the note was extended to September 30, 2006. Interest accrues at the rate of 10% per annum and is payable at maturity. Under the terms of the note, Mr. Meyer had the option, prior to the maturity date, to convert the principal amount, in whole or in part, into shares of our capital stock at a price of $1.00 per share or the then-current offering price, whichever is less. We have the option to call this note, in whole or in part, prior to the maturity date. In connection with this note, we issued to Mr. Meyer 5,555 shares of our common stock and a five-year warrant to purchase 8,333 shares of our common stock at $9.00 per share.

On July 22, 2004, we sold a convertible note in the principal amount of $200,000 to R.A. Stinski, a beneficial owner of more than 5% of our outstanding common stock. The note matured on July 22, 2006. In connection with this note, we issued to Mr. Stinski 11,111 shares of our common stock and a five-year warrant to purchase 16,667 shares of our common stock at $13.50 per share. On August 25, 2006, Mr. Stinski exchanged this promissory note for $237,933.37 of our 12% convertible bridge notes together with warrants to purchase 47,586 shares of our common stock. In connection with this exchange, we also issued to Mr. Stinski 20,000 shares of our common stock.

On December 22, 2004, we sold a convertible note in the principal amount of $33,550 to Christopher F. Ebbert, an officer of our company. The note matures on July 22, 2010 and is convertible into shares of our capital stock at a price of $1.00 per share or the then-current offering price, whichever is less. Interest accrues at the rate of 10% per annum and is due quarterly. In connection with the note, we issued to Mr. Ebbert a five-year warrant to purchase 3,727 shares of our common stock at $9.00 per share.

A description of a $3,000,000 convertible debenture issued to the Spirit Lake Tribe is described below under “Description of Capital Stock — Convertible Debt — Spirit Lake Tribe.” Mr. Carl B. Walking Eagle, Sr., a director, is an officer and member of the Spirit Lake Tribal Council.

Non-Convertible Notes

On January 30, 2004, we entered into a note in the principal amount of $26,700 with Mr. Butzow. As of May 12, 2006, the balance of this non-convertible note was $13,750 and it matures on December 31, 2009. Interest accrues at the rate of 10% per annum and is due quarterly. In connection with this note, we issued to Mr. Butzow a five-year warrant to purchase 2,967 shares of our common stock at $9.00 per share.

Other Financing Agreements

On November 2, 2004, we entered into a business loan agreement with Signature Bank that provides us with a variable rate revolving line of credit of $300,000. As of May 12, 2006, we had borrowed $300,000 from Signature Bank under this line. The amounts borrowed are due on November 2, 2006, and our obligations are personally guaranteed by Barry W. Butzow. Interest accrues at a variable interest rate of 1.5 percentage points over the U.S. Bank index rate and is payable the first day of each month. We may prepay all or a portion of the loan early without penalty. We executed a promissory note and made customary representations, warranties, and covenants in connection with this loan. In consideration for Mr. Butzow's personal guarantee, we issued to Mr. Butzow a five-year warrant to purchase 16,667 shares of our common stock at $13.50 per share. These warrants were subsequently repriced to $9.00 per share as described under "Warrant Repricing" below.

On December 8, 2004, we entered into a 36-month lease agreement with Winmark Capital Corporation for office equipment and furniture. As of June 30, 2006, we had drawn $122,983 on a $150,000 lease line of credit. Our payment obligations under the lease are approximately $4,200 per month. This lease has been personally guaranteed by Stephen Jacobs, one of our officers. In consideration for his personal guarantee, we issued to Mr. Jacobs a five-year warrant to purchase 8,333 shares of our common stock at $13.50 per share. These warrants were subsequently repriced to $9.00 per share as described under "Warrant Repricing" below.

On November 10, 2005, we entered into a business loan agreement with Signature Bank that provides us with a variable rate revolving line of credit of $200,000. As of May 12, 2006, we have borrowed $200,000 from Signature Bank under this line. The amounts borrowed are due on November 10, 2006, and our obligations are personally guaranteed by Mr. Butzow. Interest accrues at a variable interest rate of 1.5 percentage points over the U.S. Bank index rate and is payable the first day of each month. We may prepay all or a portion of the loan early without penalty. We executed a promissory note and made customary representations, warranties, and covenants in connection with this loan. In consideration for his personal guarantee, we issued to Mr. Butzow a five-year warrant to purchase 5,556 shares of our common stock at $9.00 per share.

On May 23, 2005, we entered into a factoring agreement with Stephen E. Jacobs and Barry W. Butzow, whereby we agreed to assign and sell to Mr. Jacobs and Mr. Butzow certain of our receivables. They may limit their purchases to receivables arising from sales to any one customer or a portion of the net amount of the receivable. We have granted a continuing security interest in all receivables purchased under the agreement. This agreement expires on May 23, 2007, but automatically renews from year-to-year unless terminated by us upon at least 60 days prior written notice. Mr. Jacobs and Mr. Butzow have the right to terminate the agreement at any time by giving us 60 days prior written notice. We pay interest equal to two times the prime rate of interest published by Signature Bank in effect at the time of purchase. The interest rate applies to all receivables purchased under the agreement. The interest amount is based on the receivable balance until collected and is subject to change based on changes in the prime rate. In consideration for this agreement, we have agreed to issue to Mr. Jacobs and Mr. Butzow five-year warrants to purchase shares of our common stock at $9.00 per share in an amount equal to 100% of the net dollar amount of receivables sold to Mr. Jacobs and Mr. Butzow. As of May 12, 2006, we had issued warrants to purchase an aggregate of 39,491 shares at $9.00 per share relating to this agreement. We refer you to Note A(10) of our financials for a discussion of our accounting treatment.

On November 11, 2005, we sold a 90-day promissory note to SHAG LLC in the principal amount of $100,000. Dr. William Schnell, one of our non-employee directors, is a member of SHAG LLC. The interest rate of the note is 10% per year. As additional consideration, we issued to SHAG LLC a five-year warrant to purchase 2,778 shares of our common stock at $9.00 per share. We have agreed with SHAG LLC to increase the amount of the note to $107,500 and extend the term in exchange for the right to convert amounts outstanding under the note into shares of our common stock at a conversion rate equal to 80% of the initial public offering price.

On December 27, 2005, we sold a 90-day promissory note to Mr. Butzow in the principal amount of $300,000. The interest rate of the note is 10% per year. As additional consideration, we issued to

Mr. Butzow a five-year warrant to purchase 25,000 shares of our common stock at $6.30 per share. On March 27, 2006, we extended the maturity date of this note for 90 days. As additional consideration, we issued to Mr. Butzow a six-year warrant to purchase 25,000 shares of our common stock at $6.30 per share. On June 27, 2006, Mr. Butzow agreed to extend the maturity date of his promissory note to July 31, 2006 and to exchange the promissory note for our 12% convertible bridge notes in the principal amount of the promissory note, plus accrued interest, together with warrants to purchase shares of our common stock. In consideration for the extension, we agreed to issue to Mr. Butzow 22,666 shares of our common stock. On July 27, 2006, we issued to Mr. Butzow 12% convertible bridge notes in the principal amount of $315,625 and warrants to purchase 63,125 shares of our common stock in exchange for this promissory note.

On December 27, 2005, we sold a 90-day promissory note to Mr. Norqual in the principal amount of $300,000. The interest rate of the note is 10% per year. As additional consideration, we issued to Mr. Norqual a five year warrant to purchase 25,000 shares of our common stock at $6.30 per share. On March 27, 2006, we extended the maturity date of this note for 90 days. As additional consideration, we issued to Mr. Norqual a six-year warrant to purchase 25,000 shares of our common stock at $6.30 per share. On June 27, 2006, Mr. Norqual agreed to extend the maturity date of his promissory note to July 31, 2006 and to exchange the promissory note for our 12% convertible bridge notes in the principal amount of the promissory note, plus accrued interest, together with warrants to purchase our common stock. In consideration for the extension, we agreed to issue to Mr. Norqual 22,666 shares of our common stock. On July 27, 2006, we issued to Mr. Norqual 12% convertible bridge notes in the principal amount of $315,472 and warrants to purchase 63,094 shares of our common stock in exchange for this promissory note.

On January 12, 2006, we entered into a business loan agreement with Signature Bank that provides us with a variable rate revolving line of credit of $250,000. As of May 12, 2006, we had borrowed $250,000 from under this line. The amounts borrowed are due on January 12, 2007, and our obligations are personally guaranteed by Michael J. Hopkins, one of our officers and a former director. Interest accrues at a variable interest rate of 1.5 percentage points over the U.S. Bank index rate and is payable the first day of each month. We may prepay all or a portion of the loan early without penalty. We executed a promissory note and made customary representations, warranties, and covenants in connection with this loan. In consideration for his personal guarantee, we issued to Mr. Hopkins a five-year warrant to purchase 6,944 shares of our common stock at $9.00 per share.

Warrant Repricing

In February 2006, our board of directors determined that $9.00 more properly reflected the market value of our common stock and approved a repricing, from $13.50 per share to $9.00 per share, of the following warrants:

Name	Warrant Shares
Jeffrey C. Mack	21,667
Stephen E. Jacobs	23,333
Christopher F. Ebbert	15,000
Marshall Group	4,444
Barry W. Butzow	16,667
Michael Frank	22,222

The repricing was effected to provide ongoing incentives to the named executive officers, executive officers, directors, our strategic partner, the Marshall Group, and Michael Frank, a former director. After the completion of this offering, our policy will be not to reprice derivative securities.

Debt Conversion Agreements

Each of the individual holders of our outstanding convertible notes, with the exception of our 12% convertible bridge notes, has entered into an agreement to provide, among other things, that the outstanding principal balances (plus, at the option of each holder, interest accrued through the closing of this offering) will be automatically converted into shares of our common stock simultaneously with the closing of this offering. Such conversion will be effected at a per share amount equal to the lower of: (i) $9.00 or (ii) 80% of the offering price. If this offering has not closed on or before November 30, 2006, the convertible notes will be convertible into shares of our common stock in accordance with their current terms. Accrued interest will be payable to the holders in cash (unless converted into shares of common stock at the option of the holder) at the closing of this offering, or on November 30, 2006 if a closing of this offering has not occurred on or before that date. Outstanding principal payment obligations which, by their present terms, have matured or will mature prior to November 30, 2006, will be extended to November 30, 2006, subject to the mandatory and optional conversion features described above. In addition, holders of the convertible notes will be entitled to have the shares issuable upon conversion included in a registration statement to be filed within 60 days following the closing of this offering. The holders of an aggregate principal amount of $532,923 of short-term notes have entered into similar debt conversion agreements. Persons entering into debt conversion agreements have agreed to refrain from selling any shares of our common stock for specified periods following our initial public offering as described below under “Shares Eligible For Future Sale — Lock-Up Agreements.”

A $3,000,000 convertible debenture issued to the Spirit Lake Tribe is presently convertible into 30% of our issued and outstanding shares of common stock determined on a fully diluted basis. The debenture has been amended to provide for automatic conversion of the debenture, simultaneous with the closing of this offering, into 30% of our issued and outstanding shares on a fully diluted basis, but determined without giving effect to shares issued and issuable: (i) in this offering, including shares issuable upon exercise of the warrant to be issued to the underwriter, or (ii) upon conversion of our outstanding 12% convertible notes and exercise of our outstanding warrants issued to the purchasers of such notes.

PRINCIPAL SHAREHOLDERS

The following table sets forth information with respect to the beneficial ownership of our common stock as of October 10, 2006, and after the sale of shares in this offering, by:

- each person who is known by us to own beneficially more than 5% of our common stock;
- each current director;
- each of our executive officers; and
- all directors and executive officers as a group.

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission. In computing percentage ownership of each person, shares of common stock subject to options, warrants, rights, conversion privileges or similar obligations held by that person that are currently exercisable or convertible, or exercisable or convertible within 60 days of October 10, 2006, are deemed to be beneficially owned by that person. These shares, however, are not deemed outstanding for the purpose of computing the percentage ownership of any other person.

Except as indicated in this table and pursuant to applicable community property laws, each shareholder named in the table has sole voting and investment power with respect to the shares set forth opposite such shareholder's name. Percentage of ownership after this offering is based on 874,368 shares of our common stock outstanding on October 10, 2006, which assumes the conversion of all convertible debentures and notes into common stock at the respective conversion ratios in effect on that date. The address for each executive officer and director is 14700 Martin Drive, Eden Prairie, Minnesota 55344.

	Beneficial Ownership Prior to Offering		Beneficial Ownership After Offering(1)	
Name and Address of Beneficial Owner	Shares	Percent	Shares	Percent
Directors and Executive Officers				
Jeffrey C. Mack	53,689(2)	5.8%	53,689	*%
Michael J. Hopkins	33,944(3)	3.9%	33,944	*%
Christopher F. Ebbert	121,052(4)	12.8%	121,052	1.7%
John A. Witham	22,222(5)	2.5%	22,222	*%
Stephen E. Jacobs	133,933(6)	13.5%	133,933	1.8%
Scott W. Koller	11,574(7)	1.3%	11,574	*%
Henry B. May	—	—	—	—
Dr. William F. Schnell	74,769(8)	8.3%	74,769	1.0%
Carl B. Walking Eagle Sr.	1,305,525(9)	61.4%	1,305,525	18.1%
Gregory T. Barnum	—(10)	—	—	—
Thomas J. Moudry	—(10)	—	—	—
Brett A. Shockley	—(10)	—	—	—
5% Beneficial Owners				
Spirit Lake Tribe	1,305,525(11)	61.4%	1,305,525	18.1%
Barry W. Butzow	467,850(12)	36.6%	467,850	6.3%
Jack Norqual	311,428(13)	27.7%	311,428	4.3%
Galtere International	104,245(14)	11.0%	104,245	1.4%
R.A. Stinski	197,957(15)	19.3%	197,957	2.7%
Jill Jensen-Behr	72,729(16)	8.1%	72,729	1.0%
Stephen P. Meyer	66,806(17)	7.3%	66,806	*%

Name and Address of Beneficial Owner	Beneficial Ownership Prior to Offering		Beneficial Ownership After Offering(1)	
	Shares	Percent	Shares	Percent
C. Donald Dorsey	163,148(18)	16.0%	163,148	2.3%
SHAG LLC	64,352(19)	7.2%	64,352	*%
All executive officers and directors as a group (11 persons)	1,756,708(20)(21)	71.0%	1,756,708	23.4%

* Less than 1%

(1) Shares beneficially owned reflect a one-for-six reverse stock split of our common stock effected in April 2006 and a two-for-three reverse stock split effected in August 2006.

(2) Represents shares issuable upon exercise of warrants. Excludes 55,555 shares issuable upon exercise of options granted subject to shareholder approval.

(3) Includes 16,167 shares issuable upon exercise of warrants.

(4) Includes 6,213 shares issuable upon conversion of convertible notes and 77,061 shares issuable upon exercise of warrants.

(5) Represents shares issuable upon exercise of warrants. Excludes 22,222 shares issuable upon exercise of options granted subject to shareholder approval.

(6) Includes 18,519 shares issuable upon conversion of convertible notes and 109,859 shares issuable upon exercise of warrants.

(7) Represents shares issuable upon exercise of warrants.

(8) Includes 2,083 shares issuable upon exercise of warrants and 64,352 shares beneficially owned by SHAG LLC, which includes 11,111 shares issuable upon exercise of warrants and 19,907 shares issuable upon conversion of convertible notes. Dr. Schnell is an owner of SHAG LLC and may be deemed to beneficially own the shares held by SHAG LLC. Dr. Schnell disclaims beneficial ownership of the shares held by SHAG LLC except to the extent of his pecuniary interest in such shares. Excludes 13,333 shares issuable upon exercise of options granted subject to shareholder approval.

(9) Includes 44,444 shares owned by Spirit Lake Tribe and 1,261,081 shares issuable upon conversion of the convertible debenture owned by Spirit Lake Tribe. Carl B. Walking Eagle Sr. is the Vice Chairman of the Spirit Lake Tribal Council and may be deemed to beneficially own the shares held by Spirit Lake Tribe. Mr. Walking Eagle disclaims beneficial ownership of the shares owned by Spirit Lake Tribe except to the extent of his pecuniary interest in such shares. Excludes 13,333 shares issuable upon exercise of options granted subject to shareholder approval.

(10) Excludes 13,333 shares issuable upon exercise of options granted subject to shareholder approval.

(11) Includes 1,261,081 shares issuable upon conversion of a convertible debenture.

(12) Includes 203,083 shares issuable upon conversion of convertible notes and 208,767 shares issuable upon exercise of warrants. Excludes 3,333 shares issuable upon exercise of options granted subject to shareholder approval.

(13) Includes 133,970 shares issuable upon conversion of convertible notes and 124,236 shares issuable upon exercise of warrants.

(14) Includes 55,634 shares issuable upon conversion of convertible notes and 29,167 shares issuable upon exercise of warrants.

(15) Includes 66,093 shares issuable upon conversion of convertible notes and 92,698 shares issuable upon exercise of warrants.

(16) Includes 29,029 shares issuable upon exercise of warrants.

(17) Includes 23,148 shares issuable upon conversion of convertible notes and 31,157 shares issuable upon exercise of warrants.

(18) Includes 92,593 shares issuable upon conversion of convertible notes and 59,444 shares issuable upon exercise of warrants.

(19) Includes 19,907 shares issuable upon conversion of a promissory note and 11,111 shares issuable upon exercise of warrants.

(20) Includes 1,305,720 shares issuable upon conversion of convertible debentures and notes and 303,766 shares issuable upon exercise of warrants beneficially owned by our executive officers and directors.

(21) Includes 1,380,294 shares beneficially owned by entities related to two of our directors. These directors may be deemed to beneficially own the shares held by such entities, which include 1,280,988 shares issuable upon conversion of convertible debentures and notes and 13,194 shares issuable upon exercise of warrants.

DESCRIPTION OF CAPITAL STOCK

Our authorized capital stock consists of 66,666,666 shares, par value $0.01 per share, consisting of 50,000,000 shares of common stock and 16,666,666 shares of preferred stock, par value $0.01 per share. As of October 10, 2006, we had 874,368 shares of common stock outstanding held by 186 holders, and no outstanding shares of preferred stock.

Common Stock

The holders of our common stock:

- have the right to receive ratably any dividends from funds legally available therefor, when, as and if declared by our board of directors;
- are entitled to share ratably in all of our assets available for distribution to holders of our common stock upon liquidation, dissolution or winding up of the affairs of our company; and
- are entitled to one vote per share on all matters which shareholders may vote on at all meetings of shareholders.

All shares of our common stock now outstanding are fully paid and nonassessable and the shares of common stock to be issued upon completion of this offering will be fully paid and nonassessable. There are no redemption, sinking fund, conversion or preemptive rights with respect to the shares of our common stock.

The holders of our common stock do not have cumulative voting rights. Subject to the rights of any future series of preferred stock, the holders of a plurality of outstanding shares voting for the election of our directors can elect all of the directors to be elected, if they so choose. In such event, the holders of the remaining shares will not be able to elect any of our directors.

Undesignated Preferred Stock

Under governing Minnesota law and our amended and restated articles of incorporation, no action by our shareholders is necessary, and only action of our board of directors is required, to authorize the issuance of up to 16,666,666 shares of undesignated preferred stock. Our board of directors is empowered to establish, and to designate the name of, each class or series of the undesignated preferred shares and to set the terms of such shares, including terms with respect to redemption, sinking fund, dividend, liquidation, preemptive, conversion and voting rights and preferences. Accordingly, our board of directors, without shareholder approval, may issue preferred stock having rights, preferences, privileges or restrictions, including voting rights, that may be greater than the rights of holders of common stock. It is not possible to state the actual effect of the issuance of any shares of preferred stock upon the rights of holders of our common stock until our board of directors determines the specific rights of the holders of such preferred stock. However, the effects might include, among other things, restricting dividends on our common stock, diluting the voting power of our common stock, impairing the liquidation rights of our common stock and delaying or preventing a change in control of our company without further action by our shareholders. Our board of directors has no present plans to issue any shares of preferred stock.

We will not issue preferred stock to our officers, directors, significant shareholders or others deemed to be “promoters” under the North American Securities Administrators Association Statement of Policy Regarding Corporate Securities Definitions unless we offer it to all other existing shareholders or to new shareholders on the same terms, or the issuance is approved by a majority of our independent directors who do not have an interest in the issuance and who have access, at our expense, to our counsel or independent counsel.

Convertible Debt

Bridge Notes

In private placement transactions issued in March, July and August 2006, we sold to accredited investors our 12% convertible bridge notes in an aggregate principal amount of $5,749,031, together with warrants to purchase an aggregate of 1,149,806 shares of our common stock. The notes mature on the earlier of thirty days following completion of this offering or March 10, 2007. The notes are convertible and the warrants exercisable by the holders thereof at $7.20 per share or, following this offering, at 80% of the initial public offering price per share.

The notes are unsecured debt obligations and therefore any holders of a security interest in our assets would have a prior claim to such assets upon our liquidation With the prior consent of the note holders, we may prepay the notes in whole or in part at any time without premium or penalty. Any prepayments will be applied pro rata on the basis of the proportion that the then-outstanding balance of each note bears to the aggregate then-outstanding balance of all notes. Upon any such prepayment, the holders would be prevented from converting the outstanding balances of the notes into shares of our common stock.

Spirit Lake Tribe Debenture

On January 5, 2005, in connection with a Convertible Debenture Purchase Agreement, we sold $2,000,000 aggregate principal amount of 10% fixed rate five-year Convertible Debentures to the Spirit Lake Tribe, a federally recognized Native American Indian Tribe. On September 7, 2005, Spirit Lake Tribe purchased a $1,000,000 principal amount convertible debenture from us and amended the terms of the $2,000,000 principal amount convertible debenture that it purchased from us on January 5, 2005.

The debenture may be prepaid in whole at any time upon 60 days notice at our option. If we prepay a portion of the debenture on or before January 5, 2008, we must pay a penalty equal to 20% of the principal amount prepaid, and we must pay a penalty equal to 10% of the principal amount prepaid if we prepay after January 5, 2008. Interest on the unpaid principal balance of the debenture will accrue at the rate of 10% per annum and is payable in quarterly installments in arrears commencing on March 31, 2005. If not sooner converted, the entire unpaid balance of principal and all accrued and unpaid interest will be due and payable on December 31, 2009.

The debenture is convertible in whole (or in part) at any time prior to its payment at the option of the holder into fully paid and nonassessable shares of our common stock constituting 30% of our outstanding common stock calculated on a fully-diluted basis as of the date of conversion. The fully-diluted outstanding shares of common stock includes the aggregate, as of the date of conversion, of:

- the total outstanding shares of common stock;
- all shares of common stock issuable upon conversion or exercise in full of all outstanding options, warrants or other convertible securities or other rights of any nature to acquire shares of common stock or securities convertible into shares of common stock; and
- all shares of common stock that can be acquired pursuant to warrants or options issued to employees pursuant to existing employment contracts.

In each of February and July of 2006, the debenture was amended to provide for automatic conversion of the conversion simultaneous with the closing of this offering into 30% of our issued and outstanding shares on a fully diluted basis, but determined without giving effect to shares issued and issuable to the investors or the underwriter in this offering and shares issued or issuable upon conversion of our outstanding 12% convertible bridge notes or exercise of warrants issued to investors in March, July and August of 2006. Spirit Lake Tribe also agreed to waive our default under the debenture purchase agreement, based on our failure to pay all principal and interest due on our outstanding convertible debt securities, until November 30, 2006.

Other Convertible Notes

We issued $2,229,973 principal amount of convertible notes with maturities ranging from December 2008 to July 2010. Interest on the unpaid principal balance of these notes accrues at the rate of 10% per annum and is payable quarterly. Except with respect to $200,000 of that principal amount, which has been exchanged for our 12% convertible bridge notes and warrants to purchase our common stock, we have entered into agreements with each of the holders of our outstanding convertible notes to provide, among other things, that the outstanding principal balances (plus, at the option of each holder, interest through the closing of this offering) will be automatically converted into shares of our common stock simultaneously with the closing of this offering. See "Certain Relationships and Related Transactions — Debt Conversion Agreements" above.

Warrants

In connection with convertible notes and other debt agreements issued to private investors and to other individuals for services rendered, we have issued five-year warrants to purchase an aggregate of 2,654,081 shares of our common stock, as of July 20, 2006. The warrants are currently exercisable at prices ranging from $.09 to $56.25 per share, subject to adjustment pursuant to antidilution provisions contained in the warrant agreements.

Restrictions on Issuance of Options and Warrants

As required by certain state securities regulators, we have agreed that during the one-year period commencing on the effective date of the offering, we will not grant options or warrants to officers, directors, 5% shareholders, employees or affiliates exceeding 20% of the shares of our common stock outstanding upon completion of this offering.

Registration Rights

In connection with our sales of 12% convertible bridge notes and warrants in March, July and August 2006, we agreed to file a registration statement with the Securities and Exchange Commission within 60 days following our initial public offering to permit the resale of shares acquired by purchasers upon conversion of the 12% convertible bridge notes and exercise of the warrants. We have also agreed with the holders of our convertible notes to have the shares issuable upon conversion of such convertible notes included in such registration statement. See "Certain Relationships and Related Transactions — Debt Conversion Agreements."

As additional compensation in connection with this offering, we have agreed to sell to Feltl and Company, for nominal consideration, a warrant to purchase up to 450,000 shares of our common stock. This warrant is eligible to participate on a "piggy-back" basis in any registration by us for the duration of the warrant and two years thereafter, and for a one time "demand" registration if and when we are eligible to use Form S-3. We have been advised that Feltl and Company will elect to participate in the above-referenced resale registration statement as a selling shareholder. See "Underwriting."

Anti-Takeover Provisions

Certain provisions of Minnesota law and our articles of incorporation and bylaws described below could have an anti-takeover effect. These provisions are intended to provide management with flexibility in responding to an unsolicited takeover offer and to discourage certain types of unsolicited takeover offers for our company. However, these provisions could have the effect of discouraging attempts to acquire us, which could deprive our shareholders of opportunities to sell their shares at prices higher than prevailing market prices.

Section 302A.671 of the Minnesota Business Corporation Act applies, with certain exceptions, to any acquisition of our voting stock from a person, other than us and other than in connection with certain mergers and exchanges to which we are a party, that results in the acquiring person owning 20% or more

of our voting stock then outstanding. Similar triggering events occur at the one-third and majority ownership levels. Section 302A.671 requires approval of any such acquisition by a majority vote of our disinterested shareholders and a majority vote of all of our shareholders. In general, shares acquired in excess of the applicable percentage threshold in the absence of such approval are denied voting rights and are redeemable at their then fair market value by us during a specified time period.

Section 302A.673 of the Minnesota Business Corporation Act generally prohibits us or any of our subsidiaries from entering into any business combination transaction with a shareholder for a period of four years after the shareholder acquires 10% or more of our voting stock then outstanding. An exception is provided for circumstances in which, before the 10% share-ownership threshold is reached, either the transaction or the share acquisition is approved by a committee of our board of directors composed of one or more disinterested directors.

The Minnesota Business Corporation Act contains a “fair price” provision in Section 302A.675. This provision provides that no person may acquire any of our shares within two years following the person’s last purchase of our shares in a takeover offer unless all shareholders are given the opportunity to dispose of their shares to the person on terms that are substantially equivalent to those in the earlier takeover offer. This provision does not apply if the acquisition is approved by a committee of disinterested directors before any shares are acquired in the takeover offer.

Section 302A.553, subdivision 3, of the Minnesota Business Corporation Act prohibits us from purchasing any voting shares owned for less than two years from a holder of more than 5% of our outstanding voting stock for more than the market value of the shares. Exceptions to this provision are provided if the share purchase is approved by a majority of our shareholders or if we make a repurchase offer of equal or greater value to all shareholders.

Our articles of incorporation provide that the holders of our common stock do not have cumulative voting rights. For the shareholders to call a special meeting, our bylaws require that at least 10% of the voting power must join in the request. Our articles of incorporation give our board of directors the power to issue any or all of the shares of undesignated preferred stock, including the authority to establish one or more series and to fix the powers, preferences, rights and limitations of such class or series, without seeking shareholder approval. Our board of directors also has the right to fill vacancies of the board, including a vacancy created by an increase in the size of the board of directors.

Our bylaws provide for an advance notice procedure for the nomination, other than by or at the direction of the board of directors, of candidates for election as directors, as well as for other shareholder proposals to be considered at annual meetings of shareholders. In general, notice of intent to nominate a director or raise matters at such meetings will have to be received by us not less than 90 days prior to the date fixed for the annual meeting, and must contain certain information concerning the persons to be nominated or the matters to be brought before the meeting and concerning the shareholders submitting the proposal.

Transfer Agent and Registrar

The transfer agent and registrar with respect to our common stock will be Registrar and Transfer Company.

Listing

We have applied to list our shares of common stock on The Nasdaq Capital Market under the symbol “RNIN.”

SHARES ELIGIBLE FOR FUTURE SALE

Upon the completion of this offering, based upon the number of shares of common stock outstanding as of October 10, 2006, and assuming the automatic conversion of all outstanding convertible debt other than our 12% convertible bridge notes into 1,824,961 shares of common stock upon the completion of this offering, we will have 7,199,329 shares of common stock outstanding. Of these shares, the 4,500,000 shares of common stock sold in this offering will be freely tradable without restriction under the Securities Act, except that any shares of common stock purchased by our affiliates, as that term is defined in Rule 144 under the Securities Act, may generally only be sold in compliance with the limitations of Rule 144 described below.

The remaining 2,699,329 shares of common stock outstanding upon completion of this offering are deemed "restricted securities" under Rule 144 or Rule 701 under the Securities Act. Of these restricted shares, 104,402 shares will be eligible for sale in the public market on the date of this prospectus. Ninety days following the date of this prospectus, 128,922 shares of common stock will be eligible for sale in the public market pursuant to Rule 701 and Rule 144. Upon expiration of the lock-up agreements described below after the date of this prospectus, an additional 2,466,005 shares of common stock will be eligible for sale in the public market pursuant to Rule 144 or 701.

Rule 144. In general, under Rule 144 under the Securities Act, a person, or persons whose shares are aggregated, who owns shares that were acquired from the issuer or an affiliate at least one year ago would be entitled to sell within any three-month period a number of shares that does not exceed the greater of:

- 1% of the number of shares of common stock then outstanding, or
- the average weekly trading volume of our common stock during the four calendar weeks preceding the date of filing of a notice on Form 144 with respect to the sale.

Sales under Rule 144 are also generally subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 144(k). Under Rule 144(k), a person, or persons whose shares are aggregated, who is not deemed to have been one of our affiliates at any time during the 90 days preceding a sale and who owns shares that were acquired from the issuer or an affiliate at least two years ago is entitled to sell the shares without complying with the manner of sale, public information, volume limitations or notice of sale provisions of Rule 144. Therefore, unless otherwise restricted, the shares eligible for sale under Rule 144(k) may be sold immediately upon the completion of this offering.

Rule 701. Rule 701 permits resales of shares in reliance upon Rule 144 but without compliance with some restrictions of Rule 144, including the holding period requirement. Most of our employees, officers, directors or consultants who purchased shares under a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701, but all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling their shares pursuant to the rule.

Lock-Up Agreements. Our directors, executive officers and certain shareholders have agreed that, during the period beginning on the date of the final prospectus and continuing to and including the date 360 days, in the case of our directors and executive officers, or 180 days, in the case of certain other shareholders, after the date of the final prospectus, they will not, directly or indirectly:

- offer, sell, offer to sell, contract to sell or otherwise dispose of any shares of our common stock or any of our securities which are substantially similar to the common stock, including but not limited to any securities that are convertible into or exchangeable for, or that represent the right to receive, common stock or any such substantially similar securities, or
- enter into any swap, option, future, forward or other agreement that transfers, in whole or in part, the economic consequence of ownership of common stock or any securities substantially similar to the common stock,

without the prior written consent of Feltl and Company. The lock-up agreements permit transfers of shares of common stock purchased in the open market and, subject to certain restrictions, transfers of shares as a gift, to trusts or immediate family members, or to certain entities or persons affiliated with the shareholder.

Escrow Agreement. In accordance with the terms of an escrow agreement, our directors and executive officers have agreed to place all of their equity securities in our company (the "Escrowed Securities") in escrow at the closing of this offering. Those depositing Escrowed Securities may request the release of their Escrowed Securities as follows:

- if our aggregate revenues for the three fiscal years preceding such request, and any additional interim period, equal or exceed $500,000 and the auditor's report accompanying our latest audited financial statements does not contain a "going-concern" qualification, then commencing one year from the closing of the offering, 2½ % of the Escrowed Securities may be released on a pro rata basis each quarter, with the remaining Escrowed Securities being released on the second anniversary of the closing of the offering; or
- if our aggregate revenues for the three fiscal years preceding such request, and any additional interim period, are less than $500,000, then commencing two years from the closing of the offering, 2½ % of the Escrowed Securities may be released on a pro rata basis each quarter, with the remaining Escrowed Securities being released on the fourth anniversary of the closing of the offering.

In addition, the Escrowed Securities will be released in their entirety upon, among other things, our common stock meeting the definition of "Covered Securities" as defined in Section 18(b)(1) of the Securities Act of 1933, as amended, all Escrowed Securities shall be released.

Registration Rights. Following this offering, the holders of 1,824,961 shares of our common stock and securities convertible into or exercisable for 2,746,759 shares of common stock will be entitled to rights with respect to the registration of their shares under the Securities Act. Sales of these shares pursuant to such registration would result in the shares becoming freely tradable without restriction under the Securities Act. See "Description of Capital Stock — Registration Rights."

Stock Options. Following this offering, we intend to file with the Securities and Exchange Commission registration statements under the Securities Act covering the shares of common stock reserved for issuance under our stock option plans. The registration statements are expected to be filed as soon as practicable. These registration statements will become effective upon filing and the shares registered under these registration statements will, subject to Rule 144 volume limitations applicable to affiliates, the lock-up agreements described above and escrow arrangements imposed by state securities regulators, be available for sale in the open market following the 180 day anniversary of the effective date.

UNDERWRITING

Under the terms and subject to the conditions in an underwriting agreement dated , 2006 (the "Underwriting Agreement") we have agreed to sell the Underwriter 4,500,000 shares of our common stock.

Under the terms and subject to the conditions of the Underwriting Agreement, the Underwriter has agreed to purchase from us 4,500,000 shares of our common stock at the initial public offering price, less the underwriting discounts and commissions set forth on the cover page of this prospectus. The Underwriting Agreement provides that the Underwriter's obligation to purchase our shares is subject to, among other things, the Underwriter's receipt of a comfort letter in customary form from our independent registered accounting firm, opinion letters from our legal counsel and legal counsel to the Underwriter, lock-up agreements from our directors, officers and holders of our common stock and securities convertible into our common stock and closing certificates customary for initial public offerings. The Underwriter is obligated to purchase all of the shares (other than those covered by the over-allotment option described below) if it purchases any shares.

Our officers and directors may, but are not obligated to, purchase shares.

Commissions and Expenses

The Underwriter proposes to offer the shares to the public at the initial public offering price set forth on the cover of this prospectus. The Underwriter may offer the shares to securities dealers at the price to the public less a concession not in excess of $ per share. After the shares are released for sale to the public, the Underwriter may vary the offering price and other selling terms from time to time.

The following table shows the underwriting discounts and commissions that we are to pay to the Underwriter in connection with this offering. These amounts are shown assuming no exercise and full exercise of the Underwriter's over-allotment option to purchase additional shares.

	Payable by Us	
	No exercise	Full Exercise
Per share	$	
Total	$	

We estimate that the total expenses of this offering will be approximately $, excluding underwriting discounts, commissions and a non-accountable expense allowance of $. The nonaccountable expense allowance will be increased to $ if the underwriters exercise the over-allotment option. The non-accountable expense allowance represents an amount based upon a percentage of the gross offering proceeds that is payable to the Underwriter in respect of expenses that need not be itemized.

Warrant

As additional compensation, we have agreed to sell to the Underwriter, for nominal consideration, a warrant (the "Underwriter's Warrant") to purchase up to 450,000 shares of our common stock. The Underwriter's Warrant is not exercisable during the first 360 days after the date of the final prospectus and thereafter is exercisable at a price per share equal to $ (120% of the offering price) for a period of four years. The Underwriter's Warrant contains customary anti-dilution provisions and certain demand and participatory registration rights. The Underwriter's Warrant also includes a "cashless" exercise provision entitling the holder to convert the Underwriter's Warrant into shares of our common stock without the payment in cash of the exercise price. The Underwriter's Warrant may not be sold, transferred, assigned or hypothecated for a period of one year from the date of the final prospectus, except to officers or partners of the Underwriter and members of the selling group and/or their officers or partners.

Over-Allotment Option

We have granted to the Underwriter an option, exercisable not later than 45 days after the date of the final prospectus related to this offering, to purchase up to an aggregate of 675,000 additional shares at the initial public offering price set forth on the cover page of this prospectus less the underwriting discounts and commissions. The Underwriter may exercise this option only to cover over-allotments, if any, made in connection with the sale of shares offered hereby.

Lock-Up Agreement

Except as noted below, our directors, executive officers and certain shareholders have agreed with the Underwriter that for a period of 360 days, in the case of our directors and executive officers, or 180 days, in the case of certain other shareholders, following the date of the final prospectus related to this offering, they will not offer, sell, assign, transfer, pledge, contract to sell or otherwise dispose of or hedge any of our shares of common stock or any securities convertible into or exchangeable for our shares of common stock. We have entered into a similar agreement with the Underwriter that we will not issue additional shares (with the exception of shares pursuant to the over-allotment option) of our common stock before the end of the 180-day period following the date of the final prospectus related to this offering, other than with respect to our issuing shares pursuant to employee benefit plans, qualified option plans or other employee compensation plans already in existence, or pursuant to currently outstanding options, warrants or other rights to acquire shares of our common stock. The Underwriter may, in its sole discretion, at any time without prior notice, release all or any portion of the shares from the restrictions in any such agreements. In determining whether to release shares from the restrictions, the Underwriter may consider, among other factors, the financial circumstances applicable to a director's, executive officer's or shareholder's request to release shares and the number of shares that such director, executive officer or shareholder requests to be released. There are no agreements between the Underwriter and us or any of our directors, executive officers or shareholders releasing us or them from such agreements before the expiration of the applicable period.

Indemnification

We have agreed to indemnify the Underwriter against certain civil liabilities, including liabilities under the Securities Act and liabilities arising from breaches of representations and warranties contained in the Underwriting Agreement, and to contribute to payments the Underwriter may be required to make in respect of any such liabilities.

Offering Price Determination

Before this offering, there was no market for our common stock. The initial public offering price will be arbitrarily determined between us and the Underwriter and may bear no relationship to our earnings, book value, net worth or other financial criteria of value and may not be indicative of the market price for the common stock after this offering. After completion of this offering, the market price of the common stock will be subject to change as a result of market conditions and other factors. The estimated initial public offering price range set forth on the cover page of this preliminary prospectus is subject to change as a result of market conditions and other factors.

Stabilization; Short Positions and Penalty Bids

In connection with the offering, the Underwriter may purchase and sell shares of common stock in the open market. These transactions may include short sales, purchases to cover positions created by short sales, stabilizing transactions and passive market making in accordance with Regulation M under the Exchange Act. Short sales by an underwriter involve the sale by the underwriter of a greater number of shares than it is required to purchase in the offering. "Covered" short sales are sales made in an amount not greater than an underwriter's option to purchase additional shares from the issuer in the offering pursuant to its over-allotment option. An underwriter may close out any covered short position by either exercising its option to

purchase additional shares through the over-allotment option or purchasing shares in the open market. In determining the source of shares to close out the covered short position, an underwriter will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which it may purchase additional shares through the over-allotment option. “Naked” short sales are any short sales of shares in excess of the shares an underwriter may purchase pursuant to the over-allotment option. An underwriter must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if an underwriter is concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of common stock made by an underwriter in the open market prior to the completion of the offering. In passive market making, an underwriter may, subject to certain limitations, make bids for or purchases of the shares of common stock until the time, if any, at which a stabilizing bid is made.

Stabilizing transactions to cover short sale positions may cause the price of the shares of common stock to be higher than it would otherwise be in the absence of these transactions. These transactions may be commenced and discontinued at any time.

Discretionary Accounts

The Underwriter has advised us that it does not intend to confirm sales of the shares to discretionary accounts.

LEGAL MATTERS

The validity of the shares of common stock offered by this prospectus and other legal matters will be passed upon for us by Briggs and Morgan, Professional Association, Minneapolis, Minnesota. Certain legal matters in connection with this offering will be passed upon for the underwriters by Maslon Edelman Borman & Brand, LLP.

EXPERTS

The audited financial statements of Wireless Ronin Technologies, Inc. as of December 31, 2005 and 2004 and for the years then ended, included herein and in the registration statement have been audited by Virchow, Krause & Company, LLP, independent registered public accounting firm. Such financial statements have been so included in reliance upon the report of such firm given upon their authority as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

We have filed a registration statement on Form SB-2 with the Securities and Exchange Commission for the shares we are offering by this prospectus. This prospectus does not include all of the information contained in the registration statement. You should refer to the registration statement and its exhibits for additional information. Statements in this prospectus as to the contents of any contract, agreement or other document referred to are materially complete. As a result of this offering, we will also be required to file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission.

You may read and copy all or any portion of the registration statement or any reports, statements or other information that we file at the Securities and Exchange Commission’s Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of these documents, upon payment of a duplicating fee, by writing to the Securities and Exchange Commission. Please call the Securities and Exchange Commission at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. Our Securities and Exchange Commission filings, including the registration statement, are also available to you on the Securities and Exchange Commission’s web site http://www.sec.gov.

WIRELESS RONIN® TECHNOLOGIES, INC.

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2005 AND 2004 (AUDITED)
AND THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 (UNAUDITED)

Report of Independent Registered Accounting Firm

The Board of Directors and Shareholders
Wireless Ronin® Technologies, Inc.
Eden Prairie, Minnesota

We have audited the accompanying balance sheets of Wireless Ronin® Technologies, Inc. as of December 31, 2005 and 2004, and the related statements of operations, shareholders' deficit and cash flows for the years then ended. 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 the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Wireless Ronin® Technologies, Inc. as of December 31, 2005 and 2004 and the results of its operations and its cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note A to the financial statements, the Company has suffered recurring losses and negative cash flows from operating activities and requires additional working capital to support future operations. This raises substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note A. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Virchow, Krause & Company, LLP

Minneapolis, Minnesota
March 30, 2006 (except Note R, for which the date is August 28, 2006)

WIRELESS RONIN® TECHNOLOGIES, INC.

BALANCE SHEETS
DECEMBER 31, 2005 AND 2004 AND JUNE 30, 2006

	December 31, 2005	December 31, 2004	June 30, 2006 (Unaudited)
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	$ 134,587	$ 99,644	$ 214,338
Accounts receivable, net	216,380	27,548	123,395
Inventories	391,503	211,228	284,582
Prepaid expenses and other current assets	25,717	26,504	36,281
Total current assets	768,187	364,924	658,596
PROPERTY AND EQUIPMENT, net	384,221	302,429	462,628
OTHER ASSETS			
Deferred financing costs, net	143,172	20,139	454,037
Other assets	17,591	14,106	253,453
	160,763	34,245	707,490
TOTAL ASSETS	$ 1,313,171	$ 701,598	$ 1,828,714
LIABILITIES AND SHAREHOLDERS' DEFICIT			
CURRENT LIABILITIES			
Bank lines of credit and notes payable	$ 844,599	$ 450,000	$ 2,475,764
Short-term notes payable — related parties	64,605	—	421,196
Current maturities of long-term obligations	1,402,616	1,702,917	1,036,990
Current maturities of long-term obligations — related parties	3,000,000	47,300	3,000,000
Accounts payable	306,528	167,528	778,331
Deferred revenue	1,087,426	1,080,833	568,384
Accrued liabilities	544,704	551,044	801,604
Total current liabilities	7,250,478	3,999,622	9,082,269
LONG-TERM LIABILITIES			
Notes payable, less current maturities	970,861	747,563	930,101
Notes payable — related parties, less current maturities	697,300	650,000	697,300
Total long-term liabilities	1,668,161	1,397,563	1,627,401
Total liabilities	8,918,639	5,397,185	10,709,670
COMMITMENTS AND CONTINGENCIES			
SHAREHOLDERS' DEFICIT			
Capital stock, $0.01 par value, 66,666,666 shares authorized			
Preferred stock, 16,666,666 shares authorized, no shares issued and outstanding at December 31, 2005 and 2004 and June 30, 2006	—	—	—
Common stock, 50,000,000 shares authorized; 784,037, 583,659, and 846,035 shares issued and outstanding at December 31, 2005 and 2004 and June 30, 2006, respectively	7,840	5,837	8,460
Additional paid-in capital	11,032,668	9,154,627	13,914,854
Accumulated deficit	(18,645,976)	(13,856,051)	(22,804,270)
Total shareholders' deficit	(7,605,468)	(4,695,587)	(8,880,956)
TOTAL LIABILITIES AND SHAREHOLDERS' DEFICIT	$ 1,313,171	$ 701,598	$ 1,828,714

See accompanying Notes to Financial Statements.

WIRELESS RONIN® TECHNOLOGIES, INC.

STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2005 AND 2004 AND SIX MONTH PERIODS ENDED JUNE 30, 2006 AND 2005

	Year Ended December 31, 2005	Year Ended December 31, 2004	Six Months Ended June 30, 2006 (Unaudited)	Six Months Ended June 30, 2005 (Unaudited)
Sales				
Hardware	$ 576,566	$ 847,859	$ 568,082	$ 320,413
Software	66,572	83,918	301,546	37,916
Services and other	67,078	142,213	64,598	25,775
Total sales	710,216	1,073,990	934,226	384,104
Cost of sales				
Hardware	517,503	892,217	396,471	221,111
Software	—	—	—	338
Services and other	32,156	136,855	37,462	8,894
Inventory lower of cost or market adjustment	390,247	—	—	—
Total cost of sales	939,906	1,029,072	433,933	230,343
Gross profit (loss)	(229,690)	44,918	500,293	153,761
Operating expenses				
Sales and marketing expenses	1,198,629	594,085	778,817	557,457
Research and development expenses	881,515	687,398	430,540	471,544
General and administrative expenses	1,690,601	1,574,372	1,741,928	787,638
Total operating expenses	3,770,745	2,855,855	2,951,285	1,816,639
Operating loss	(4,000,435)	(2,810,937)	(2,450,992)	(1,662,878)
Other income (expenses)				
Interest expense	(804,665)	(525,546)	(1,714,349)	(383,077)
Interest income	1,375	1,425	6,488	1,091
Other	13,800	(4,312)	559	(1,914)
	(789,490)	(528,433)	(1,707,302)	(383,900)
Net loss	$ (4,789,925)	$ (3,339,370)	$ (4,158,294)	$ (2,046,778)
Basic and diluted loss per common share	$ (7.18)	$ (6.87)	$ (5.27)	$ (3.40)
Weighted average basic and diluted shares outstanding	666,712	486,170	789,320	602,263

See accompanying Notes to Financial Statements.

WIRELESS RONIN® TECHNOLOGIES, INC.

STATEMENTS OF SHAREHOLDERS' DEFICIT
YEARS ENDED DECEMBER 31, 2005 AND 2004 AND SIX MONTHS ENDED JUNE 30, 2006

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Shareholders' Deficit
	Shares	Par Value			
Balances at December 31, 2003	503,067	$ 5,031	$ 8,889,260	$ (10,516,681)	$ (1,622,390)
Common stock issued for:					
Notes payable at $1.80 per share	68,593	686	122,804	—	123,490
Deferred financing costs at $1.80 per share	11,111	111	19,889	—	20,000
Warrants issued to related parties for:					
Notes payable	—	—	10,769	—	10,769
Services	—	—	6,054	—	6,054
Warrants issued for:					
Notes payable	—	—	45,303	—	45,303
Services	—	—	50,557	—	50,557
Conversion of note payable into common stock	888	9	9,991	—	10,000
Net loss	—	—	—	(3,339,370)	(3,339,370)
Balances at December 31, 2004	583,659	$ 5,837	$ 9,154,627	$ (13,856,051)	$ (4,695,587)

See accompanying Notes to Financial Statements.

WIRELESS RONIN® TECHNOLOGIES, INC.

STATEMENTS OF SHAREHOLDERS' DEFICIT
YEARS ENDED DECEMBER 31, 2005 AND 2004 AND SIX MONTHS ENDED JUNE 30, 2006

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Shareholders' Deficit
	Shares	Par Value			
Balances at December 31, 2004	583,659	$ 5,837	$ 9,154,627	$ (13,856,051)	$ (4,695,587)
Sales of equity instruments for cash consideration:					
Equity units sold at $9.00 per unit	113,884	1,139	1,023,861	—	1,025,000
Common stock sold at $9.00 per share	9,998	100	89,900	—	90,000
Common stock sold at $4.50 per share	22,222	222	99,778	—	100,000
Common stock issued to related parties for:					
Short-term notes payable to related parties at $2.19 per share	33,332	333	72,799	—	73,132
Payment of accrued interest to related party at $9.00 per share	19,443	194	174,806	—	175,000
Common stock issued for:					
Services at $1.80 per share	833	8	1,492	—	1,500
Services at $9.00 per share	666	7	5,993	—	6,000
Warrants issued to related parties for:					
Short-term notes payable — related parties	—	—	65,925	—	65,925
Notes payable — related parties	—	—	33,954	—	33,954
Short-term borrowings — related parties	—	—	115,628	—	115,628
Deferred financing costs — related party	—	—	28,479	—	28,479
Warrants issued for:					
Short-term notes payable	—	—	12,465	—	12,465
Notes payable	—	—	48,409	—	48,409
Deferred financing costs	—	—	25,782	—	25,782
Services	—	—	78,770	—	78,770
Net loss	—	—	—	(4,789,925)	(4,789,925)
Balances at December 31, 2005	784,037	$ 7,840	$ 11,032,668	$ (18,645,976)	$ (7,605,468)

See accompanying Notes to Financial Statements.

WIRELESS RONIN® TECHNOLOGIES, INC.

STATEMENTS OF SHAREHOLDERS' DEFICIT — (Continued)
YEARS ENDED DECEMBER 31, 2005 AND 2004 AND SIX MONTHS ENDED JUNE 30, 2006

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Shareholders' Deficit
	Shares	Par Value			
Balances at December 31, 2005	784,037	$ 7,840	$ 11,032,668	$ (18,645,976)	$ (7,605,468)
Stock issued to related parties for:					
Interest expense to related party at $9.00 per share (unaudited)	16,666	167	149,833	—	150,000
Stock issued to related parties for short-term notes payable (unaudited)	45,332	453	202,192	—	202,645
Warrants issued to related parties for:					
Short-term notes payable — related parties (unaudited)	—	—	268,872	—	268,872
Deferred issuance costs — related parties (unaudited)	—	—	39,499	—	39,499
Warrants issued for:					
Notes payable (unaudited)	—	—	18,697	—	18,697
Bridge notes (unaudited)	—	—	923,428	—	923,428
Compensation expense (unaudited)	—	—	261,910	—	261,910
Directors (unaudited)	—	—	186,638	—	186,638
Beneficial conversion of short-term notes payable (unaudited)	—	—	749,991	—	749,991
Repricing of warrants (unaudited)	—	—	81,126	—	81,126
Net loss (unaudited)	—	—	—	(4,158,294)	(4,158,294)
Balances at June 30, 2006 (unaudited)	846,035	$ 8,460	$ 13,914,854	$ (22,804,270)	$ (8,880,956)

See accompanying Notes to Financial Statements.

WIRELESS RONIN® TECHNOLOGIES, INC.

STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2005 AND 2004 AND SIX MONTH PERIODS ENDED JUNE 30, 2006 AND 2005

	Year Ended December 31, 2005	Year Ended December 31, 2004	Six Months Ended June 30, 2006 (Unaudited)	Six Months Ended June 30, 2005 (Unaudited)
Net loss	$ (4,789,925)	$ (3,339,370)	$ (4,158,294)	$ (2,046,778)
Adjustments to reconcile net loss to net cash used in operating activities				
Depreciation and amortization	151,830	50,060	310,959	80,217
Loss on disposal of property and equipment	7,355	4,595	—	—
Allowance for doubtful receivables	2,500	—	21,000	2,500
Inventory lower of cost or market adjustment	390,247	—	—	—
Debt discount amortization	63,647	177,974	538,509	35,331
Debt discount amortization — related party	37,617	33,070	428,107	33,954
Common stock issued for interest expense — related party	175,000	—	150,000	—
Common stock issued for services	7,500	—	—	1,500
Issuance of warrants for short-term borrowings — related parties	115,628	—	39,499	39,415
Issuance of warrants for services	78,770	56,611	—	5,546
Issuance of warrants as compensation expense	—	—	448,548	—
Repricing of warrants	—	—	81,126	—
Change in assets and liabilities				
Accounts receivable	(191,332)	(5,368)	71,985	(138,303)
Inventories	(52,289)	(75,062)	102,898	(59,971)
Prepaid expenses and other current assets	787	(26,504)	(10,564)	399
Other assets	(3,485)	(9,140)	(2,495)	(7,210)
Accounts payable	154,000	(6,524)	471,803	15,306
Deferred revenue	6,593	1,080,833	(519,042)	(2,825)
Accrued liabilities	460,683	571,554	256,751	98,262
Net cash used in operating activities	(3,384,874)	(1,487,271)	(1,769,210)	(1,942,657)
Cash flows used in investing activities				
Purchases of property and equipment	(272,114)	(257,634)	(157,447)	(182,285)
Net cash used in investing activities	(272,114)	(257,634)	(157,447)	(182,285)
Cash flows provided by financing activities				
Net proceeds from bank lines of credit and short-term notes payable	400,000	450,000	2,775,000	(150,000)
Payment for deferred financing costs	(100,000)	—	(525,202)	(100,000)
Payment for prepaid offering costs	—	—	(233,367)	—
Proceeds from short-term notes payable — related parties	200,000	—	400,000	59,837
Proceeds from long-term notes payable	—	1,634,740	93,319	—
Proceeds from long-term notes payable — related parties	3,000,000	113,750	—	2,000,000
Payments on long-term notes payable	(1,023,069)	(372,653)	(503,342)	(579,718)
Proceeds from issuance of common stock and equity units	1,215,000	—	—	1,025,000
Net cash provided by financing activities	3,691,931	1,825,837	2,006,408	2,255,119
INCREASE IN CASH AND CASH EQUIVALENTS	34,943	80,932	79,751	130,177
Cash and cash equivalents at beginning of period	99,644	18,712	134,587	99,644
Cash and cash equivalents at end of period	$ 134,587	$ 99,644	$ 214,338	$ 229,821

See accompanying Notes to Financial Statements.

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED)

NOTE A — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business and Operations

Overview

Wireless Ronin Technologies, Inc. (the Company) is a Minnesota corporation that has designed and developed application-specific wireless business solutions.

The Company provides dynamic digital signage solutions targeting specific retail and service markets. The Company has designed and developed RoninCast, a proprietary content delivery system that manages, schedules and delivers digital content over a wireless or wired network. The solutions, the digital alternative to static signage, provide customers with a dynamic and interactive visual marketing system designed to enhance the way they advertise, market and deliver their messages to targeted audiences. The Company sells its products throughout North America.

Summary of Significant Accounting Policies

A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

1. *Revenue Recognition*

The Company recognizes revenue primarily from these sources:

- Technology license and royalties
- Product and software license sales
- Content development services
- Training and implementation
- Maintenance and support contracts

The Company applies the provisions of Statement of Position (“SOP”) 97-2, “Software Revenue Recognition,” as amended by SOP 98-9 “Modification of SOP 97-2, Software Revenue Recognition, With Respect to Certain Transactions” to all transactions involving the sale of software license. In the event of a multiple element arrangement, the Company evaluates if each element represents a separate unit of accounting taking into account all factors following the guidelines set forth in Emerging Issues Task Force Issue No. 00-21 (“EITF 00-21”) “Revenue Arrangements with Multiple Deliverables”. The Company recognizes revenue when (i) persuasive evidence of an arrangement exists; (ii) delivery has occurred or services have been rendered; (iii) the sales price is fixed or determinable; and (iv) the ability to collect is reasonably assured.

Multiple-Element Arrangements — The Company enters into arrangements with customers that include a combination of software products, system hardware, maintenance and support, or installation and training services. The Company allocates the total arrangement fee among the various elements of the arrangement based on the relative fair value of each of the undelivered elements determined by vendor-specific objective evidence (VSOE). The fair value of maintenance and support services is based upon the renewal rate for continued service arrangements. The fair value of installation and training services is established based upon pricing for the services. The Company has determined that it does not have VSOE

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE A — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES — (Continued)

1. Revenue Recognition — (Continued)

for its technology licenses. In software arrangements for which the Company does not have vendor-specific objective evidence of fair value for all elements, revenue is deferred until the earlier of when vendor-specific objective evidence is determined for the undelivered elements (residual method) or when all elements for which the Company does not have vendor-specific objective evidence of fair value have been delivered.

Software and technology license sales

Software is delivered to customers electronically or on a CD-ROM, and license files are delivered electronically. The Company assesses whether the fee is fixed or determinable based on the payment terms associated with the transaction. Standard payment terms are generally less than 90 days. In instances where payments are subject to extended payment terms, revenue is deferred until payments become due. The Company assesses collectibility based on a number of factors, including the customer's past payment history and its current creditworthiness. If it is determined that collection of a fee is not reasonably assured, the Company defers the revenue and recognizes it at the time collection becomes reasonably assured, which is generally upon receipt of cash payment. If an acceptance period is required, revenue is recognized upon the earlier of customer acceptance or the expiration of the acceptance period.

Product sales

The Company recognizes revenue on product sales generally upon delivery of the product to the customer. Shipping charges billed to customers are included in sales and the related shipping costs are included in cost of sales.

Professional service revenue

Included in professional service revenues are revenues derived from implementation, maintenance and support contracts, content development and training. The majority of consulting and implementation services and accompanying agreements qualify for separate accounting. Implementation and content development services are bid either on a fixed-fee basis or on a time-and-materials basis. Substantially all of the Company's contracts are on a time-and-materials basis. For time-and-materials contracts, the Company recognizes revenue as services are performed. For a fixed-fee contract, the Company recognizes revenue upon completion of specific contractual milestones or by using the percentage of completion method.

Training revenue is recognized when training is provided.

Maintenance and support revenue

Included in support services revenues are revenues derived from maintenance and support. Maintenance and support revenue is recognized ratably over the term of the maintenance contract, which is typically one year. Maintenance and support is renewable by the customer on an annual basis. Rates for maintenance and support, including subsequent renewal rates, are typically established based upon a specified percentage of net license fees as set forth in the arrangement.

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE A — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES — (Continued)

2. Cash and Cash Equivalents

Cash equivalents consist of certificates of deposit and all other liquid investments with original maturities of three months or less when purchased. The Company maintains its cash balances in several financial institutions in Minnesota. These balances are insured by the Federal Deposit Insurance Corporation up to $100,000.

3. Accounts Receivable

Accounts receivable are unsecured and stated at net realizable value and bad debts are accounted for using the allowance method. The Company performs credit evaluations of its customers' financial condition on an as-needed basis and generally requires no collateral. Payment is generally due 90 days or less from the invoice date and accounts past due more than 90 days are individually analyzed for collectibility. In addition, an allowance is provided for other accounts when a significant pattern of uncollectibility has occurred based on historical experience and management's evaluation of accounts receivable. When all collection efforts have been exhausted, the account is written off against the related allowance. The allowance for doubtful accounts was $2,500 and $0 and $23,500 at December 31, 2005, December 31, 2004, and June 30, 2006, respectively.

4. Inventories

The Company records inventories using the lower of cost or market on a first-in, first-out (FIFO) method. Inventories consist principally of finished goods, product components and software licenses. Inventory reserves are established to reflect slow-moving or obsolete products.

5. Depreciation and Amortization

Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations over the estimated service lives, principally using straight-line methods. Leased equipment is depreciated over the term of the capital lease. Leasehold improvements are amortized over the shorter of the life of the improvement or the lease term, using the straight-line method. Intangible assets consist of deferred financing costs for fees paid related to the financing of the Company's notes payable and are being amortized using the straight-line method over the term of the associated financing arrangement (which approximates the interest method).

The estimated useful lives used to compute depreciation and amortization are as follows:

Property and equipment	
Equipment	3-5 years
Demonstration equipment	3-5 years
Furniture and fixtures	7 years
Purchased software	3 years
Leased equipment	3 years
Leasehold improvements	5 years
Intangible assets	
Deferred financing costs	1-5 years

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE A — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES — (Continued)

5. Depreciation and Amortization — (Continued)

Depreciation expense was $120,602 and $49,393 for the years ended December 31, 2005 and December 31, 2004, respectively. Amortization expense related to the deferred financing costs was $31,228 and $667 for the years ended December 31, 2005 and December 31, 2004, respectively and is recorded as a component of interest expense.

6. Advertising Costs

Advertising costs are charged to operations when incurred. Advertising costs were $212,262 and $12,501 for the years ended December 31, 2005 and December 31, 2004, respectively.

7. Software Development Costs

Statement of Financial Accounting Standards (SFAS) No. 86 “Accounting for the Costs of Computer Software to Be Sold, Leased, or Otherwise Marketed” requires certain software development costs to be capitalized upon the establishment of technological feasibility. The establishment of technological feasibility and the ongoing assessment of the recoverability of these costs requires considerable judgment by management with respect to certain external factors such as anticipated future revenue, estimated economic life, and changes in software and hardware technologies. Software development costs incurred beyond the establishment of technological feasibility have not been significant. No software development costs were capitalized during the years ended December 31, 2005 and 2004. Software development costs have been recorded as research and development expense.

8. Basic and Diluted Loss per Common Share

Basic and diluted loss per common share for all periods presented is computed using the weighted average number of common shares outstanding. Basic weighted average shares outstanding include only outstanding common shares. Shares reserved for outstanding stock warrants and convertible notes are not considered because the impact of the incremental shares is antidilutive.

9. Deferred Income Taxes

Deferred income taxes are recognized in the financial statements for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial reporting amounts based on enacted tax laws and statutory tax rates. Temporary differences arise from net operating losses, reserves for uncollectible accounts receivables and inventory, differences in depreciation methods, and accrued expenses. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

10. Accounting for Stock-Based Compensation

In the first quarter of 2006, the Company adopted Statement of Financial Accounting Standards No. 123R, “Share-Based Payment” (SFAS 123R), which revises SFAS 123, “Accounting for Stock-Based Compensation” (SFAS 123) and supersedes Accounting Principles Board Opinion No. 25, “Accounting for Stock Issued to Employees” (APB 25). SFAS 123R requires that share-based payment

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE A — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES — (Continued)

10. Accounting for Stock-Based Compensation — (Continued)

transactions with employees be recognized in the financial statements based on their fair value and recognized as compensation expense over the vesting period. Prior to FAS 123R the Company disclosed the pro forma effects of SFAS 123 under the minimum value method. The Company adopted SFAS 123R effective January 1, 2006, prospectively for new equity awards issued subsequent to January 1, 2006. The adoption of SFAS 123R in the second quarter of 2006 resulted in the recognition of additional stock-based compensation expense of $448,548. No tax benefit has been recorded due the full valuation allowance on deferred tax assets that the Company has recorded.

Prior to January 1, 2006, the Company accounted for employee stock-based compensation in accordance with provisions of APB 25, and Financial Accounting Standards Board Interpretation No. 44, “Accounting for Certain Transactions Involving Stock Compensation — an Interpretation of APB No. 25”, and complies with the disclosure provisions of SFAS 123 and SFAS No. 148, “Accounting for Stock-Based Compensation — Transaction and Disclosure” (SFAS 148). Under APB 25, compensation expense is based on the difference, if any, on the date of the grant, between the fair value of our stock and the exercise price of the option. The Company amortized deferred stock-based compensation using the straight-line method over the vesting period.

SFAS No. 123, as amended by SFAS No. 148, “Accounting for Stock Based Compensation — Transition and Disclosure” (SFAS No. 148), defines a fair value method of accounting for issuance of stock options and other equity instruments. Under the fair value method, compensation cost is measured at the grant date based on the fair value of the award and is recognized over the service period, which is usually the vesting period. Pursuant to SFAS No. 123, companies were not required to adopt the fair value method of accounting for employee stock-based transactions. Companies were permitted to account for such transactions under APB 25, but were required to disclose in a note to the financial statements pro forma net loss and per share amounts as if a company had applied the fair methods prescribed by SFAS 123. The Company applied APB Opinion 25 and related interpretations in accounting for its stock awards granted to employees and directors and has complied with the disclosure requirements of SFAS 123 and SFAS 148.

All stock awards granted by the Company have an exercise or purchase price equal to or above market value of the underlying common stock on the date of grant. Prior to the adoption for SFAS 123R, had compensation cost for the grants issued by the Company been determined based on the fair value at the grant dates for grants consistent with the fair value method of SFAS 123, the Company’s cash flows would have remained unchanged; however, net loss and loss per common share would have been reduced

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE A — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES — (Continued)

10. Accounting for Stock-Based Compensation — (Continued)

for the years ending December 31, 2005 and 2004 and for the six months ended June 30, 2005 to the pro forma amounts indicated below:

	Year Ended December 31, 2005	Year Ended December 31, 2004	Six Months Ended June 30, 2005 (Unaudited)
Net loss:			
As reported	$ (4,789,925)	$ (3,339,370)	$ (2,046,778)
Add: Employee compensation expense included in net loss	—	—	—
Deduct: Total stock-based employee compensation expense determined under fair value based method for all awards	(13,880)	(2,239)	(1,577)
Pro forma	$ (4,803,805)	$ (3,341,609)	$ (2,048,355)
Basic and diluted loss per common share:			
As reported	$ (7.18)	$ (6.87)	$ (3.40)
Pro forma	$ (7.21)	$ (6.87)	$ (3.40)

For purposes of the pro forma calculations, the fair value of each award is estimated on the date of the grant using the Black-Scholes option-pricing model (minimum value method), assuming no expected dividends and the following assumptions:

	2005 Grants	2004 Grants	2006 Grants
Expected volatility factors	n/a	n/a	61.7%
Approximate risk free interest rates	5.0%	5.0%	5.0%
Expected lives	5 Years	5 Years	5 Years

The determination of the fair value of all awards is based on the above assumptions. Because additional grants are expected to be made each year and forfeitures will occur when employees leave the Company, the above pro forma disclosures are not representative of pro forma effects on reported net income (loss) for future years. See Note N for more information regarding the Company's stock-based compensation plans.

The Company accounts for equity instruments issued for services and goods to nonemployees under SFAS 123; EITF 96-18, "Accounting for Equity Instruments that are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services"; and EITF 00-18, "Accounting Recognition for Certain Transactions Involving Equity Instruments Granted to Other Than Employees". Generally, the equity instruments issued for services and goods are for shares of the Company's common stock or warrants to purchase shares of the Company's common stock. These shares or warrants generally are fully-vested, nonforfeitable and exercisable at the date of grant and require no future performance commitment by the recipient. The Company expenses the fair market value of these securities over the period in which the related services are received.

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE A — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES — (Continued)

11. Fair Value of Financial Instruments

SFAS No. 107 "Disclosures about Fair Value of Financial Instruments" (SFAS 107) requires disclosure of the estimated fair value of an entity's financial instruments. Such disclosures, which pertain to the Company's financial instruments, do not purport to represent the aggregate net fair value of the Company. The carrying value of cash and cash equivalents, accounts receivable and accounts payable approximated fair value because of the short maturity of those instruments. The carrying value of notes payable approximates fair value based upon the Company's expected borrowing rate, evaluation of risk factors for debt with similar remaining maturities and comparable risk.

12. Registration Rights Agreements

The Company has adopted EITF 05-4, *The Effect of Liquidated Damages Clause on a Freestanding Financial Instrument Subject to Issue No. 00-19*, View C to account for its registration rights agreements. The Company has entered into registration rights agreements in association with the issuance of common stock, debt and warrants. View C of EITF 05-4 takes the position that the registration rights should be accounted for separately from the financial instrument as the payoff of the financial instruments is not dependent on the payoff of the registration rights agreement, and according to DIG K-1, registration rights agreements and the financial instruments do not meet the combining criteria as they relate to different risks. The Financial Accounting Standards Board (Board) has postponed further discussion on EITF 05-4. The Company's accounting for registration rights agreements may change when the Board reaches a consensus on EITF 05-4.

13. Unaudited Interim Results

The accompanying balance sheet as of June 30, 2006 and statements of operations for the six months ended June 30, 2006 and 2005 and the statements of cash flows for the six months ended June 30, 2006 and 2005, and the statement of shareholders' deficit for the six months ended June 30, 2006 are unaudited. The unaudited interim financial statements have been prepared on the same basis as the annual financial statements and, in the opinion of the Company's management, reflect all adjustments (consisting of normal recurring adjustments) considered necessary to present fairly the Company's financial position as of June 30, 2006 and results of operations for the six months ended June 30, 2006 and 2005 and the results of cash flows for the six months ended June 30, 2006 and 2005. The financial data and other information disclosed in these notes to the financial statements relative to the six month periods presented are unaudited. The results for the six months ended June 30, 2006 are not necessarily indicative of the results to be expected for the year ending December 31, 2006 or any other interim period or for any other future year.

14. Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Significant estimates of the Company are the allowance for doubtful accounts, inventory reserve, deferred tax assets, deferred revenue and depreciable lives and methods of property and equipment. Actual results could differ from those estimates.

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE A — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES — (Continued)

15. Recent Accounting Pronouncements

In December 2004, the Financial Accounting Standards Board (FASB) issued SFAS No. 123 (revised 2004) ("SFAS 123R"), "Share-Based Payment", that addresses the accounting for share-based payment transactions in which an enterprise receives employee services in exchange for equity instruments of the enterprise or liabilities that are based on the fair value of the enterprise's equity instruments or that may be settled by the issuance of such equity instruments. SFAS 123R eliminates the ability to account for share-based compensation transactions using the intrinsic value method under APB 25, and generally would require instead that such transactions be accounted for using a fair-value-based method. SFAS 123R requires the use of an option pricing model for estimating fair value, which is amortized to expense over the service periods. In April 2005, the Securities and Exchange Commission amended the compliance dates for SFAS 123R. In accordance with this amendment, the Company adopted the requirements of SFAS 123R beginning January 1, 2006.

In November 2004, the FASB issued SFAS No. 151, "Inventory Costs, an amendment of ARB No. 43, Chapter 4" (SFAS 151). SFAS 151 amends the guidance in Accounting Research Board (ARB) 43, Chapter 4, Inventory Pricing, (ARB 43) to clarify the accounting for abnormal amounts of idle facility expense, freight, handling costs and spoilage. SFAS 151 requires those items be recognized as current period charges regardless of whether they meet the criterion of so abnormal which was the criterion specified in ARB 43. In addition, SFAS 151 requires that allocation of fixed production overhead to the cost of production be based on normal capacity of the production facilities. The Company adopted SFAS 151 effective January 1, 2006. The adoption of SFAS 151 did not have a significant effect on our financial statements.

16. Going Concern

The accompanying financial statements are prepared assuming the Company will continue as a going concern. During the years ended December 31, 2005 and 2004, the Company incurred operating losses of $4,000,435 and $2,810,937, respectively. During the years ended December 31, 2005 and 2004, the Company used $3,384,874 and $1,487,271 in operating activities, respectively. As of December 31, 2005, the Company had an accumulated deficit of $18,645,976 and total shareholders' deficit of $7,605,468.

Subsequent to December 31, 2005, the Company sold $5,749,031 principal amount of 12% convertible bridge notes and warrants to purchase 1,149,806 shares of common stock. Proceeds, which included cash of $4,825,000, are being used as working capital. In addition, the notes are payable on the earlier of one year from the date of issuance or thirty days following completion of an initial public offering. The notes are convertible and the warrants are exercisable at the lesser of $7.20 per share or, following the offering, at 80% of the price at which the Company's stock is sold to the public. The Company also entered into agreements with the holders of $2,029,973 of convertible notes payable to provide for the automatic conversion thereof upon the Company's public offering at the lesser of the exercise price stated in the note or 80% of the public offering price. Subsequent to December 31, 2005, the holder of a $3,000,000 principal amount convertible debenture has agreed to convert the debenture into common stock of the Company upon its completion of an initial public offering on or before September 30, 2006 (see note R for subsequent amendment of terms). Upon such conversion, the holder will be issued common shares equal to thirty percent of the Company's common stock outstanding on a fully diluted basis, excluding shares

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE A — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES — (Continued)

16. Going Concern — (Continued)

issuable upon conversion of convertible notes and warrants issued in March 2006, and shares issued or issuable as a result of securities sold in a planned initial public offering.

The Company is marketing its digital signage systems. The Company's ability to continue as a going concern is dependent on it achieving profitability and generating cash flow to fund operations.

The Company is targeting $17,000,000 in net proceeds from an initial public offering of the Company's common stock. If the Company raises these proceeds and continued to operate at its current cost structure, it would have adequate cash for at least the next twelve months.

NOTE B — CONCENTRATION OF CREDIT RISK

The Company maintains its cash balances with several financial institutions. At times, deposits may exceed federally insured limits.

A significant portion of the Company's revenues are derived from a few customers. Customers with greater than 10% of total sales are represented on the following table:

			Six Months Ended	
Customer	Year Ended December 31, 2005	Year Ended December 31, 2004	June 30, 2006 (Unaudited)	June 30, 2005 (Unaudited)
A	10.0%	*	*	*
B	*	61.4%	31.6%	*
C	*	21.4%	*	*
D	*	*	31.7%	*
E	*	*	*	16.2%
F	*	*	*	14.8%
G	*	*	*	13.9%
	10.0%	82.8%	63.3%	44.9%

* Sales from this customer were less than 10% of the total sales for the period reported.

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of accounts receivable. Concentrations of credit risk with respect to trade receivables are limited due to the variety of customers comprising the Company's customer base.

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE B — CONCENTRATION OF CREDIT RISK — (Continued)

A significant portion of the Company's accounts receivable are concentrated with a few customers. Customers with greater than 10% of total accounts receivable are represented on the following table:

Customer	December 31, 2005	December 31, 2004	June 30, 2006 (Unaudited)	June 30, 2005 (Unaudited)
A	41.1%	*	*	*
B	30.8%	*	*	24.3%
C	14.3%	*	*	*
D	*	77.0%	*	*
E	*	14.8%	*	*
F	*	*	37.5%	*
G	*	*	25.9%	*
H	*	*	10.0%	*
I	*	*	*	33.9%
J	*	*	*	13.1%
	86.2%	91.8%	73.4%	71.3%

* Receivables from this customer were less than 10% of total accounts receivable for the period reported.

NOTE C — INVENTORIES

Inventories consisted of the following:

	December 31, 2005	December 31, 2004	June 30, 2006 (Unaudited)
Finished goods	$ 143,483	$ 41,295	$ 65,414
Product components and supplies	248,020	48,878	219,168
Software licenses	—	121,055	—
	$ 391,503	$ 211,228	$ 284,582

The Company purchased the above-referenced software licenses from an unrelated vendor for resale to its customers.

During 2005, the Company recorded a lower of cost or market adjustment on certain finished goods, product components and software licenses. The Company recorded an expense of $390,247 related to this adjustment to cost of sales.

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE D — PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

	December 31, 2005	December 31, 2004	June 30, 2006 (Unaudited)
Equipment	$ 139,953	$ 42,277	$ 167,758
Demonstration equipment	59,738	14,278	94,987
Furniture and fixtures	24,598	10,271	24,598
Purchased software	66,573	51,288	70,246
Leased equipment	180,756	180,756	231,581
Leasehold improvements	100,430	53,085	144,845
	572,048	351,955	734,015
Less: accumulated depreciation and amortization	(187,827)	(49,526)	(271,387)
	$ 384,221	$ 302,429	$ 462,628

NOTE E — OTHER ASSETS

Other assets consisted of the following:

	December 31, 2005	December 31, 2004	June 30, 2006 (Unaudited)
Deferred financing costs	$ 143,172	$ 20,139	$ 454,037
Prepaid offering costs	—	—	233,367
Deposits	17,591	14,106	20,086
	$ 160,763	$ 34,245	$ 707,490

Deferred financing costs

In December 2003, the Company engaged an investment banking firm to assist the Company in raising additional capital through the potential future issuance of the Company's equity, debt or convertible securities. The firm helped secure a $3,000,000 convertible debenture for the Company and received a fee of $100,000 and 11,111 shares of the Company's common stock, which were valued at $1.80 per share at the time of issuance. These costs are being amortized over the five year term of the convertible debenture as additional interest expense.

During 2005, the Company issued a warrant for the purchase of 5,556 shares of the Company's common stock at $9.00 per share to a related party for the guarantee of a bank line of credit. The fair value of the warrant granted was calculated at $28,479 using the Black-Scholes model. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal to the contractual life of five years, and volatility of 61.718%. These costs are being amortized over the one year term of the line of credit as additional interest expense.

During 2005, the Company issued a warrant for the purchase of 6,945 shares of the Company's common stock at $9.00 per share to an employee for the guarantee of a bank line of credit. The fair value

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE E — OTHER ASSETS — (Continued)

of the warrant granted was calculated at $25,782 using the Black-Scholes model. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal to the contractual life of five years, and volatility of 61.718%. These costs are being amortized over the one year term of the line of credit as additional interest expense.

In March 2006, the Company issued additional short-term debt borrowings in connection with the Company's planned initial public offering of its common stock. The Company incurred $505,202 of professional fees, commissions and other expenses in connection with the borrowings. The Company capitalized these costs and is amortizing them over the one year period of the notes as additional interest expense.

Prepaid offering costs

During 2006, the Company incurred $233,367 of professional and other expenses in connection with the Company's planned initial public offering of its common stock. The Company capitalized these costs in other assets and will record them in additional paid in capital against the proceeds of the offering when completed.

NOTE F — BANK LINES OF CREDIT AND NOTES PAYABLE

Bank lines of credit and notes payable consisted of the following:

	December 31, 2005	December 31, 2004	June 30, 2006 (Unaudited)
Lines of credit — bank	$ 750,000	$ 300,000	$ 750,000
Short term note payable — shareholder	94,599	—	107,500
Bridge notes payable	—	—	1,618,264
Short term note payable — bank	—	150,000	—
	$ 844,599	$ 450,000	$ 2,475,764

Lines of credit — bank

During 2005 and 2004, the Company entered into three unsecured revolving line of credit financing agreements with a bank that provide aggregate borrowings of up to $750,000. These agreements expire at varying times during 2006. The lines are unsecured with unlimited personal guarantees of three shareholders. Interest is payable monthly at 1.5% over the bank's base rate (effective rate of 8.25% at December 31, 2005).

Short-term note payable — shareholder

During 2005, the Company entered into a short-term note payable to a shareholder that provided for borrowings of $100,000. The agreement requires interest payments of 10% at maturity. The note matured in February 2006. As consideration for the note, the shareholder received a warrant to purchase 2,778 shares of the Company's common stock at $9.00 per share within five years of the note agreement date. The fair value of the warrant granted was calculated at $12,465 using the Black-Scholes model. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free

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NOTE F — BANK LINES OF CREDIT AND NOTES PAYABLE — (Continued)

interest rate of 5%, expected life equal to the contractual life of five years, and volatility of 61.718%. The Company reduced the carrying value of the notes by amortizing the fair value of warrants granted in connection with the note payable over the original term of the note as additional interest expense. The remaining debt discount to be amortized was $5,401 at December 31, 2005.

In January 2006, the Company extended the note payable plus accrued interest and penalty of $7,500. The extended note provides for monthly interest at 10% and matures in September 2006. As consideration for extending the note, the Company issued the note holder the right to convert amounts outstanding under the note into shares of the Company's common stock at a conversion rate equal to 80% of the public offering price of the Company's common stock in the event of a public offering. The Company must complete the initial public offering of the Company's stock by September 30, 2006 or the note will revert to its prior terms (see note R for subsequent amendment of terms). The inducement to convert the debt will be recorded if and when the debt is converted into common stock.

Bridge notes payable

In March 2006, the Company received an additional $2,775,000 proceeds from additional short-term debt borrowings and issuance of warrants to purchase 555,000 shares of common stock. The notes are convertible and the warrants exercisable into common stock of the Company at the option of the lenders at $7.20 per share until the Company completes the initial public offering of its common stock. After the initial public offering, the exercise price will be 80% of the price at which the Company's stock is sold to the public. Interest is payable at 12% at maturity of the notes. The notes mature one year from the date of issuance, or 30 days following the closing of the initial public offering of the Company's common stock. The shares of common stock issuable upon the conversion of the notes or exercise of the warrants are required to be registered within 60 days of the completion of an initial public offering. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal to the contractual life of five years, and volatility of 61.718%. The Company reduced the carrying value of the notes by amortizing the fair value of warrants granted in connection with the note payable over the original term of the notes as additional interest expense. The Company determined that there was a beneficial conversion feature of $749,991 at the date of issuance which was recorded as debt discount at date of issuance and will be amortized into interest expense over the original term of the notes. The remaining debt discount to be amortized was $1,156,736 at June 30, 2006. The Company will record an additional amount related to the beneficial conversion feature if and when the initial public offering is completed.

Short-term note payable — bank

During 2004, the Company entered into a short-term note payable with a financial institution that provided for borrowings of $150,000. The agreement required monthly interest payments at 7%. The note was repaid in January 2005.

NOTE G — SHORT-TERM NOTES PAYABLE — RELATED PARTIES

Short-term notes payable — related parties

During 2005, the Company entered into two short-term notes payable with different related parties. The agreements provide for aggregate borrowings of up to $600,000. As of December 31, 2005, $200,000

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NOTE G — SHORT-TERM NOTES PAYABLE — RELATED PARTIES — (Continued)

had been received on these notes. The remaining $400,000 was received in January and February 2006. These agreements matured in March 2006 and were extended through July 2006. Interest is payable monthly at 10%.

As consideration for entering into the agreements, the related parties received a total of 33,332 shares of the Company's common stock valued at $240,000 and warrants to purchase 50,000 shares of the Company's common stock at $6.30 per share within five years of the note agreement date. The Company valued the common stock at $7.20 per share based on the current offering price of the stock at the date of issuance. The fair value of the warrants granted was calculated at $216,349 using the Black-Scholes model. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal to the contractual life of six years, and volatility of 61.718%. The Company allocated the value of the warrants and common stock based on the debts based on their relative fair value as the debt proceeds are received.

The Company reduced the carrying value of the notes by amortizing the fair value of common stock and warrants granted in connection with the notes payable over the term of each original note as additional interest expense. The remaining debt discount to be amortized was $135,395 at December 31, 2005.

In March and June 2006, the Company extended these notes. They now provide for monthly interest at 10% and matured in July 2006. As consideration for extending the notes, the Company issued 45,332 shares of the Company's common stock and six year warrants to purchase 50,000 shares of the Company's common stock at $6.30 per share. The remaining debt discount to be amortized was $178,804 at June 30, 2006.

During August 2006, the related parties converted the notes and the interest accrued to date into bridge notes (see note R).

Short-term borrowings — related parties

During 2005 and 2006, the Company borrowed funds from two related parties to fund short-term cash needs. The Company agreed to assign and sell certain receivables to the related parties in exchange for these short-term borrowings. The related parties may limit their purchases to receivables arising from sales to any one customer or a portion of the net amount of the receivable. The Company has granted a continuing security interest in all receivables purchased under the agreement. This agreement expires on May 23, 2007, but automatically renews from year-to-year unless terminated by us upon at least 60 days prior written notice. Each related party has the right to terminate the agreement at any time by giving the Company 60 days prior written notice. These transactions were accounted for as sales and as a result the related receivables have been excluded from the accompanying balance sheets. The agreement underlying the sale of receivables contains provisions that indicate the Company is not responsible for end-user customer payment defaults on sold receivables. The borrowings are due when those accounts receivables are paid and require interest payments at twice the prime rate (14.5% and 16% at December 31, 2005 and at June 30, 2006, respectively).

The Company issued the related parties warrants to purchase 39,492 shares of the Company's common stock at $9.00 per share within five years from the advance date. The fair value of the warrants granted was calculated at $155,127 using the Black-Scholes model. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal

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NOTE G — SHORT-TERM NOTES PAYABLE — RELATED PARTIES — (Continued)

to the contractual life of five years, and volatility of 61.718%. Since the advances due upon payment of accounts receivables, the Company expensed the value of the warrants on the date of issuance.

There were no amounts due under these borrowings as of December 31, 2005 and June 30, 2006. During the year ended December 31, 2005, the Company borrowed and repaid $431,208 pursuant to this agreement. During the six months ended June 30, 2006, the Company borrowed and repaid $149,216 pursuant to this agreement. The net book value of the receivables sold was equal to the proceeds the Company borrowed and repaid.

NOTE H — DEFERRED REVENUE

Deferred revenue consisted of the following:

	December 31, 2005	December 31, 2004	June 30, 2006 (Unaudited)
Gaming industry license	$ 500,000	$ 500,000	$ 500,000
Restaurant industry license	236,659	569,866	—
Customer deposits	332,236	5,185	45,177
Deferred maintenance	18,531	5,782	23,207
	$ 1,087,426	$ 1,080,833	$ 568,384

During 2004, the Company signed a non-refundable licensing and sales agreement with a customer for $500,000. The agreement granted an exclusive two-year agreement for the customer to market the Company's products in the gaming industry. The agreement also called for installation of three of the Company's systems in the future. As of December 31, 2005, the Company had not met the system installation requirement discussed in the agreement and continues to defer revenue recognition until the systems are installed.

During 2004, the Company signed a licensing and sales agreement with a customer for $925,000. The agreement granted an exclusive perpetual agreement for the customer to market the Company's products in the restaurant industry. The agreement also called for the future installation of 3,000 units of one on the Company's products. Subsequent agreements require the Company to refund the customer for unsold units.

The remaining deferred revenue was recognized during the six months ended June 30, 2006 as a result of signing a new agreement with the customer in March 2006 calling for repayment of remaining uninstalled units and elimination of additional performance to the customer. See note payable to customer in Note J.

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(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE I — ACCRUED LIABILITIES

Accrued liabilities consisted of the following:

	December 31, 2005	December 31, 2004	June 30, 2006 (Unaudited)
Interest	$ 380,798	$ 365,874	$ 631,377
Compensation	102,380	102,672	121,239
Deferred gain on sale leaseback	50,455	76,780	43,985
Sales tax and other	11,071	5,718	5,003
	$ 544,704	$ 551,044	$ 801,604

During 2004, the Company entered into a sales leaseback transaction with certain of its property and equipment. The transaction resulted in a gain of $78,973. The Company has deferred this gain and will recognize the gain ratably over the three year term of the lease.

During 2006, the Company entered into a sales leaseback transaction with certain of its property and equipment. The transaction resulted in a gain of $7,649. The Company has deferred this gain and will recognize the gain ratably over the three year term of the lease.

NOTE J — LONG-TERM NOTES PAYABLE

Long-term notes payable consisted of the following:

	December 31, 2005	December 31, 2004	June 30, 2006 (Unaudited)
Convertible bridge notes payable	$ 1,438,923	$ 1,543,325	$ 1,436,650
Non-convertible notes payable	221,273	587,019	161,671
Note payable to customer	384,525	168,750	218,383
Note payable to supplier	232,193	—	—
Capital lease obligations	96,563	151,386	150,387
	2,373,477	2,450,480	1,967,091
Less: current maturities	(1,402,616)	(1,702,917)	(1,036,990)
	$ 970,861	$ 747,563	$ 930,101

Convertible bridge notes payable

The Company has issued bridge notes to individuals and corporations. The notes are unsecured and have varying repayment terms for principal and interest, with maturity dates through March 2010. Interest accrues at interest rates ranging from 8% to 16%. The notes are convertible at the discretion of the note holder, into shares of common stock as specified in each agreement, with a conversion rate of $9.00 per share or the current offering price, whichever is less. At December 31, 2005, notes payable totaling $1,438,923 were convertible into 159,891 shares of common stock. At December 31, 2004, notes payable totaling $1,543,325 were convertible into 171,492 shares of common stock.

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NOTES TO FINANCIAL STATEMENTS
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(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE J — LONG-TERM NOTES PAYABLE — (Continued)

As consideration for entering into the agreements, the note holders also received shares of the Company's common stock and warrants to purchase shares of the Company's common stock. As of December 31, 2005, the note holders had received a total of 103,659 shares of the Company's common stock and warrants to purchase 208,209 shares of the Company's common stock at $9.00 per share within terms ranging from two to five years from the note agreement date. The Company valued the common stock at $186,630 ($1.80 per share) based on an internal valuation of the Company's common stock during July 2004 in the absence of stock transactions. The fair value of the warrants granted was calculated at $110,064 using the Black-Scholes model. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal to the contractual life of five years, and volatility of 61.718%.

The Company reduced the carrying value of the notes by amortizing the fair value of common stock and warrants granted in connection with the notes payable over the term of each original note as additional interest expense. As of December 31, 2005, all of the convertible bridge notes payable have been extended to five year maturities without consideration. The remaining debt discount to be amortized was $0 and $8,175 at December 31, 2005 and 2004, respectively.

In March 2006, the holders of convertible bridge notes totaling $1,438,923 agreed to convert their notes into shares of the Company's common stock in the event of an initial public offering of the Company's stock. The notes will convert at the lesser of the exercise price stated in the note or 80% of the initial public offering price. The Company must complete the initial public offering of the Company's stock by September 30, 2006 or the notes will revert to their prior terms (see note R for subsequent amendment of terms). The Company will record a debt inducement expense if and when the initial public offering is completed.

Non-convertible notes payable

The Company has various notes payable owed to individuals and corporations. The notes are unsecured and have varying repayment terms for principal and interest, with maturity dates through January 2008. Interest accrues at interest rates ranging from 8% to 12%.

As consideration for the loans, the lenders received warrants to purchase shares of the Company's common stock. As of December 31, 2005, the note holders received warrants to purchase 2,778 shares of the Company's common stock at $13.50 per share exercisable within five years from the note agreement date. The fair value of the warrants granted was calculated at $673 using the Black-Scholes model. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal to the contractual life of five years, and volatility of 61.718%.

The Company reduced the carrying value of the notes by amortizing the fair value of common stock and warrants granted in connection with the notes payable over the term of each original note as additional interest expense. As of December 31, 2005, all of the non-convertible notes payable has been extended to maturities of terms ranging from one to five years without consideration. The remaining debt discount to be amortized was $0 at December 31, 2005 and 2004.

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(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE J — LONG-TERM NOTES PAYABLE — (Continued)

Note payable to customer

In March 2006, the Company signed a note payable with the counterparty in its restaurant industry license agreement (see Note H) for repayment of $384,525 of fees the Company collected and had recorded as deferred revenue. The note is unsecured and has requires varying monthly payments, including interest at 10%. The note matures in December 2006.

Note payable to supplier

The Company had a note payable owed to a supplier related to the purchase of inventories during 2005. The note was unsecured and required payments, including interest at 10%. The note was repaid in March 2006.

Capital Lease Obligations

The Company leases certain equipment under two capital lease arrangements. The leases require monthly payments of approximately $6,100, including interest imputed at 7% to 16% through December 2007.

Other information relating to capital lease equipment:

	December 31, 2005	December 31, 2004	June 30, 2006 (Unaudited)
Cost	$ 180,756	$ 180,756	$ 231,581
Less: accumulated amortization	(92,874)	(32,622)	(129,969)
Total	$ 87,882	$ 148,134	$ 101,612

Amortization expense for capital lease assets was $60,252 and $26,987 for the years ended December 31, 2005 and December 31, 2004, respectively and is included in depreciation expense (see Note A.5).

Future lease payments under the capital leases are as follows:

Year Ending December 31,	Amount
2006	$ 63,143
2007	48,319
Total payments	111,462
Less: portion representing interest	(14,899)
Principal portion	96,563
Less: current portion	(52,006)
Long-term portion	$ 44,557

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(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE J — LONG-TERM NOTES PAYABLE — (Continued)

Future maturities of long-term notes payable, including capital lease obligations, are as follows:

Year Ending December 31,	Amount
2006	$ 1,402,616
2007	148,334
2008	9,027
2009	768,500
2010	45,000
Total	$ 2,373,477

NOTE K — LONG-TERM NOTES PAYABLE — RELATED PARTIES

Long-term notes payable — related parties consisted of the following:

	December 31, 2005	December 31, 2004	June 30, 2006 (Unaudited)
Convertible debenture payable	$ 3,000,000	$ —	$ 3,000,000
Convertible bridge notes payable	683,550	683,550	683,550
Non-convertible notes payable	13,750	13,750	13,750
	3,697,300	697,300	3,697,300
Less: current maturities	(3,000,000)	(47,300)	(3,000,000)
	$ 697,300	$ 650,000	$ 697,300

Convertible debenture payable

During 2005, the Company entered into a five-year convertible debenture payable with a related party for $3,000,000 that matures on December 31, 2009. The note is unsecured and requires quarterly interest payments at 10%. Interest expense can be paid with cash or in shares of the Company's common stock. The note holder has the option of converting the note into 30% of the then outstanding fully diluted shares of common stock. As of December 31, 2005, the note was convertible into 798,107 shares of the Company's common stock. During 2005, the Company issued 19,445 shares of its common stock to pay $175,000 of interest expense. Since the number of shares to be received is contingent on the number of dilutive sharers outstanding when the debt is converted, the Company will determine if there is a beneficial conversion feature when and if the debt is converted.

The Company is also subject to certain non-financial covenants as specified in the note agreement. The Company was in violation with certain covenants requiring the Company to be current on all principal and interest payments for any debt of the Company. However, the Company has received a waiver for these violations through September 30, 2006. As a result, the Company has recorded the note as a current liability as of December 31, 2005 and June 30, 2006.

In March 2006, the holder of a $3,000,000 convertible debenture evidencing debt to a related party agreed to convert their debenture into 30% of the Company's common stock on a fully diluted basis,

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NOTE K — LONG-TERM NOTES PAYABLE — RELATED PARTIES — (Continued)

excluding shares issuable upon conversion of convertible notes and warrants issued in March 2006 and shares issued or issuable as a result of securities sold in a planned initial public offering, prior to the anticipated initial public offering of the Company's stock. If the Company does not complete the initial public offering of its stock by September 30, 2006, the debenture will be governed by its prior terms (see note R for subsequent amendment of terms).

Convertible bridge notes payable

The Company has issued bridge notes to related parties. The notes are unsecured, accrue interest at 10% and have varying maturity dates through December 2009. The notes are convertible at the discretion of the note holder, into shares of common stock as specified in each agreement, with a conversion rate of $9.00 per share or the current offering price, whichever is less. At December 31, 2005 and 2004, notes payable totaling $683,550 were convertible into 75,956 shares of common stock.

As consideration for the loans, the lenders received shares of the Company's common stock and warrants to purchase shares of the Company's common stock. As of December 31, 2005, the note holders received a total of 36,106 shares of the Company's common stock and warrants to purchase 82,895 shares of the Company's common stock at $9.00 per share within periods ranging from two to five years from the note agreement date. The Company valued the common stock at $65,000 ($1.80 per share) based on an internal valuation of the Company's common stock during July 2004 in the absence of stock transactions. The fair value of the warrant granted was calculated at $30,374 using the Black-Scholes model. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal to the contractual life of five years, and volatility of 61.718%.

The Company reduced the carrying value of the notes by amortizing the fair value of common stock and warrants granted in connection with the notes payable over the term of each original note. As of December 31, 2004, all of the convertible bridge notes payable has been extended to five year maturities without consideration. The remaining debt discount to be amortized was $0 at both December 31, 2005 and 2004.

In March 2006, the holders of convertible bridge notes totaling $683,330 agreed to convert their notes into shares of the Company's common stock in the event of an initial public offering of the Company's stock. The notes will convert at the lesser of the exercise price stated in the note or 80% of the initial public offering price. The Company must complete the initial public offering of the Company's stock by September 30, 2006 or the notes will revert to their prior terms (see note R for subsequent amendment of terms). The Company will record a debt inducement expense if and when the initial public offering is completed.

Non-convertible notes payable

The Company has issued a non-convertible note payable to a related party. The note is unsecured and requires quarterly interest payments at 10%. The note has a maturity date of December 2009.

As consideration for the loan, the lender received a warrant to purchase 2,967 shares of the Company's common stock at $9.00 per share within five years from the note agreement date. The fair value of the warrant granted was calculated at $1,071 using the Black-Scholes model. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal to the contractual life of five years, and volatility of 61.718%.

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NOTE K — LONG-TERM NOTES PAYABLE — RELATED PARTIES — (Continued)

The Company reduced the carrying value of the notes by amortizing the fair value of the warrant granted in connection with the notes payable over the term of each original note as additional interest expense. As of December 31, 2004, the non-convertible note payable has been extended to a five year maturity without consideration. The remaining debt discount to be amortized was $0 at both December 31, 2005 and 2004.

Future maturities of notes payable are as follows:

Year Ending December 31,	Amount
2006	$ 3,000,000
2007	—
2008	100,000
2009	563,750
2010	33,550
Total	$ 3,697,300

NOTE L — COMMITMENTS AND CONTINGENCIES

Operating Leases

The Company leases storage and office space under a non-cancelable operating lease that requires monthly payments of $5,415 that escalate to $5,918 through November 2009. The lease also requires payments of real estate taxes and other operating expenses.

The Company also leases equipment under a non-cancelable operating lease that requires monthly payments of $441 through December 2008.

Rent expense under the operating leases was $98,179 and $55,849 for the years ended December 31, 2005 and December 31, 2004, respectively.

Future minimum lease payments for operating leases are as follows:

Year Ending December 31,	Amount
2006	$ 70,458
2007	72,611
2008	74,727
2009	65,095
Total	$ 282,891

NOTE M — SHAREHOLDERS' DEFICIT

The Company has issued common stock purchase warrants to certain debt holders, contractors, and investors in exchange for their efforts to sustain the Company. The Company values the warrants using the Black-Scholes pricing model and they are recorded based on the reason for issuance.

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(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE M — SHAREHOLDERS' DEFICIT — (Continued)

Warrant transactions with non-employees during the years ended December 31, 2005 and December 31, 2004 were as follows:

	December 31, 2005		December 31, 2004	
	Common Stock Warrants	Weighted Average Exercise Price	Common Stock Warrants	Weighted Average Exercise Price
Outstanding at beginning of year	412,446	$ 9.57	131,765	$ 10.59
Granted	183,637	8.45	287,228	8.96
Exercised	—	—	—	—
Expired	(28,483)	3.38	(6,547)	8.83
Outstanding and exercisable at end of year	567,600	$ 9.25	412,446	$ 9.57

As of December 31, 2005, the weighted average contractual life of the outstanding warrants was 3.69 years.

The fair value of each warrant granted is estimated on the date of grant using the Black-Scholes option-pricing model with the following weighted-average assumptions.

	2005	2004
Expected life	3-5 Years	5 Years
Dividend yield	0%	0%
Expected volatility	61.718%	61.718%
Risk-free interest rate	5.0%	5.0%

The Company issued common stock purchase warrants pursuant to contractual agreements to certain non-employees. Warrants granted under these agreements are expensed when the related service or product is provided. Total expense recognized for non-employee granted warrants for interest expense and other services was $86,270 and $56,611 for the years ended December 31, 2005 and December 31, 2004, respectively.

During 2005, the Company sold 113,889 equity units for $1,025,000. Each unit contained one share of stock and a warrant to purchase 25% of a share of the Company's common stock. The warrants can be exercised within five years from the equity unit purchase date at an exercise price of $9.00 per share.

As of December 31, 2005, the Company had employment agreements with three key employees. Under these agreements, upon a sale or merger transaction by the Company, the three employees will receive warrants to purchase 55,556 shares of the Company's common stock with an exercise price of $9.00 per share for all three employees. These agreements expired March 31, 2006.

In March 2006, the holders of convertible notes totaling $2,029,973 agreed to convert their notes into shares of the Company's common stock in the event of an initial public offering of the Company's stock. The notes will convert at the lesser of the exercise price stated in the note or 80% of the initial public offering price. The Company must complete the initial public offering of the Company's stock by September 30, 2006 or the notes will revert to their prior terms (see note R for subsequent amendment of terms).

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(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE M — SHAREHOLDERS' DEFICIT — (Continued)

In 2006, the Company issued 16,666 shares of common stock to the holder of a $3,000,000 convertible debenture in payment of interest due in the amount of $150,000.

NOTE N — STOCK-BASED COMPENSATION

The Company has issued common stock warrants to employees as stock-based compensation. The Company values the warrants using the Black-Scholes pricing model. The warrants vested immediately and had exercise periods of five years.

Warrant transactions with employees during the years ended December 31, 2005 and December 31, 2004 were as follows:

	December 31, 2005		December 31, 2004	
	Common Stock Warrants	Weighted Average Exercise Price	Common Stock Warrants	Weighted Average Exercise Price
Outstanding at beginning of year	137,522	$ 3.08	34,444	$ 0.87
Granted	191,815	8.63	103,078	3.82
Exercised	—	—	—	—
Expired	—	—	—	—
Outstanding and exercisable at end of year	329,337	$ 6.31	137,522	$ 3.08

Information with respect to employee common stock warrants outstanding and exercisable at December 31, 2005 is as follows:

	Warrants Outstanding			Warrants Exercisable	
Range of Exercise Prices	Number Outstanding	Weighted-Average Remaining Contractual Life	Weighted-Average Exercise Price	Number Exercisable	Weighted-Average Exercise Price
$ 0.09-$ 2.16	47,222	2.57 Years	$ 0.13	47,222	$ 0.13
$ 2.25-$ 6.66	67,411	3.74 Years	2.25	67,411	2.25
$ 6.75-$ 8.91	119,445	4.12 Years	6.75	119,445	6.75
$ 9.00-$11.25	42,481	4.95 Years	9.24	42,481	9.24
$13.50-$22.50	52,778	5.16 Years	13.69	1,111	22.50
	329,337	4.09 Years	$ 6.31	277,670	$ 4.98

During 2005, the Company issued warrants to employees to purchase 51,667 shares of the Company's common stock at an exercise price of $13.50 per share. Also during 2005, the Company issued warrants to non-employees to purchase 51,667 shares of the Company's common stock at an exercise price of $13.50 per share. The exercise price was changed to $9.00 per share during March 2006. The Company recognized $80,126 of expense during 2006 related to the repricing of these warrants.

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Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE O — INCOME TAXES

There is no current or deferred tax provision or benefit for the years ended December 31, 2005 and December 31, 2004.

Temporary differences between financial statement carrying amounts and the tax basis of assets and liabilities and tax credit and operating loss carryforwards that create deferred tax assets and liabilities are as follows:

	2005	2004
Current asset:		
Allowance for doubtful accounts	$ 1,000	$ —
Property and equipment	(29,000)	(17,000)
Accrued expenses	14,000	17,000
Non-current asset:		
Net operating loss carryforwards	6,203,000	4,265,000
Deferred tax asset	6,189,000	4,265,000
Less: valuation allowance	(6,189,000)	(4,265,000)
Net deferred tax asset	$ —	$ —

Deferred tax liabilities and deferred tax assets reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. The valuation allowance has been established due to the uncertainty of future taxable income, which is necessary to realize the benefits of the deferred tax assets. As of December 31, 2005, the Company had federal net operating loss (NOL) carryforwards of approximately $15,600,000, which will begin to expire in 2020. The Company also has various state net operating loss carryforwards for income tax purposes of $14,100,000, which will begin to expire in 2020. The utilization of a portion of the Company's NOLs and carryforwards is subject to annual limitations under Internal Revenue Code Section 382. Subsequent equity changes could further limit the utilization of these NOLs and credit carryforwards.

Realization of the NOL carryforwards and other deferred tax temporary differences are contingent on future taxable earnings. The deferred tax asset was reviewed for expected utilization using a "more likely than not" approach by assessing the available positive and negative evidence surrounding its recoverability. Accordingly, a full valuation allowance has been recorded against the Company's deferred tax asset.

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE O — INCOME TAXES — (Continued)

The components of income tax expense (benefit) consist of the following:

	Year Ended December 31,	
	2005	2004
Income tax provision:		
Deferred:		
Federal	$ (1,617,000)	$ (1,135,000)
State	(307,000)	(216,000)
Change in valuation allowance	1,924,000	1,351,000
Total income tax expense (benefit)	$ —	$ —

The Company will continue to assess and evaluate strategies that will enable the deferred tax asset, or portion there of, to be utilized, and will reduce the valuation allowance appropriately at such time when it is determined that the “more likely than not” criteria is satisfied.

The Company’s provision for income taxes differs from the expected tax benefit amount computed by applying the statutory federal income tax rate of 34.0% to loss before taxes as a result of the following:

	Year Ended December 31,	
	2005	2004
Federal statutory rate	(34.0)%	(34.0)%
State taxes	(6.5)	(6.5)
Other	0.3	0.0
Change in valuation allowance	40.2	40.5
	—%	—%

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE P — SUPPLEMENTARY DISCLOSURES OF CASH FLOW INFORMATION

	Year Ended December 31, 2005	Year Ended December 31, 2004	Six Months Ended June 30, 2006 (Unaudited)	Six Months Ended June 30, 2005 (Unaudited)
Cash paid for:				
Interest	$ 424,329	$ 77,569	$ 243,317	$ 208,129
Noncash Investing and Financing Activities:				
Common stock issued for notes payable				
Related parties	$ 73,132	$ —	$ 202,645	$ —
Non-related parties	—	123,490	—	—
Warrants issued for notes payable				
Related parties	99,879	45,303	268,873	33,954
Non-related parties	60,874	10,769	942,125	27,156
Stock and warrants issued for deferred financing costs				
Related parties	28,479	—	—	—
Non-related parties	25,782	20,000	—	—
Conversion of accounts payable into long-term notes payable	15,000	43,500	—	15,000
Conversion of accounts payable into long-term notes payable — related party	—	33,550	—	—
Conversion of deferred revenue into long-term note payable	328,275	168,750	—	—
Conversion of accrued interest into long-term notes payable	112,423	—	7,500	90,000
Issuance of note payable in exchange for inventory	482,193	—	—	—
Long-term note payable converted into common stock	—	10,000	—	—
Non-cash purchase of fixed assets through capital lease	—	12,047	5,910	—
Non-cash deposit on capital lease	—	4,966	—	—
Beneficial conversion of short-term notes payable	—	—	749,991	—

NOTE Q — RELATED PARTY TRANSACTIONS

The Company has outstanding convertible notes payable to related parties. Interest expense incurred to related parties was $296,898 and $70,569 for the years ended December 31, 2005 and December 31, 2004, respectively. At December 31, 2005 and December 31, 2004, the Company had unpaid interest to shareholders and warrant holders of $169,675 and $99,106, respectively.

During 2005 and 2006, the Company borrowed funds from two related parties to fund short-term cash needs. The Company issued the related parties warrants to purchase 39,492 shares of the Company's common stock at $9.00 per share within five years from the advance date. The fair value of the warrants

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE Q — RELATED PARTY TRANSACTIONS — (Continued)

granted was calculated at $155,127 using the Black-Scholes model. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal to the contractual life of five years, and volatility of 61.718%. See Note G.

During 2004, two related parties guaranteed short-term notes of the Company payable to a bank and equipment lease finance company. The Company issued the related parties warrants to purchase 25,000 shares of the Company's common stock at $13.50 per share within five years from the advance date. The fair value of the warrant granted was calculated at $6,054 using the Black-Scholes model. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal to the contractual life of five years, and volatility of 61.718%.

NOTE R — SUBSEQUENT EVENTS

On April 14, 2006, at a Special Meeting of Shareholders of the Company, the shareholders approved a one-for-six reverse stock split of all outstanding common shares. On August 28, 2006, the Company's Board of Directors approved a two-for-three reverse stock split of all outstanding common shares. All shares and per share information in the accompanying financial statements are restated to reflect the effect of these stock splits.

During July 2006, the holders of convertible bridge notes payable agreed to extend the date for which the Company was required to complete the initial public offering of the Company's common stock from September 30, 2006 to November 30, 2006.

During August 2006, the holder of a $200,000 convertible bridge note payable (see note J) agreed to extend the maturity through August 25, 2006. On August 25, 2006, the holder converted the note and the interest accrued to date into bridge notes.

During July and through August 25, 2006, the Company sold an additional $2,974,031 principal amount of 12% convertible notes and warrants to purchase 594,806 shares of common stock. The shares of common stock issuable upon the conversion of the notes or exercise of the warrants are required to be registered within 60 days of the completion of an initial public offering. The fair value of the warrants granted was calculated at $989,659 using the Black-Scholes model. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal to the contractual life of five years, and volatility of 61.718%. The convertible notes comprised of the following:

	Amount
Cash proceeds	$ 2,050,000
Conversion of short-term notes payable to related parties (note G)	600,000
Conversion of long-term convertible bridge notes payable (note J)	200,000
Accrued interest	69,031
Accounts payable	55,000
Total	$ 2,974,031

Cash proceeds are being used as working capital. The notes are convertible and the warrants exercisable into common stock of the Company at the option of the lenders at of $7.20 per share until the

WIRELESS RONIN® TECHNOLOGIES, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2005 and 2004

(INFORMATION PERTAINING TO THE SIX MONTHS ENDED JUNE 30, 2006 AND 2005 IS UNAUDITED) — (Continued)

NOTE R — SUBSEQUENT EVENTS — (Continued)

Company completes the initial public offering of its common stock. After the initial public offering, the exercise price will be 80% of the price at which the Company's stock is sold to the public. Interest is payable at 12% at maturity of the notes. The notes mature one year from the date of issuance, or 30 days following the closing of the initial public offering of the Company's common stock. The following assumptions were used to calculate the value of the warrant: dividend yield of 0%, risk-free interest rate of 5%, expected life equal to the contractual life of five years, and volatility of 61.718%. The Company reduced the carrying value of the notes by amortizing the fair value of warrants granted in connection with the note payable over the original term of the notes as additional interest expense. The Company determined that there was a beneficial conversion feature of $803,782 at the date of issuance which was recorded as debt discount at date of issuance and will be amortized into interest expense over the original term of the notes. The Company will record a debt discount of $989,659 during the quarter ending September 30, 2006. The Company will record an additional amount related to the beneficial conversion feature if and when the initial public offering is completed.

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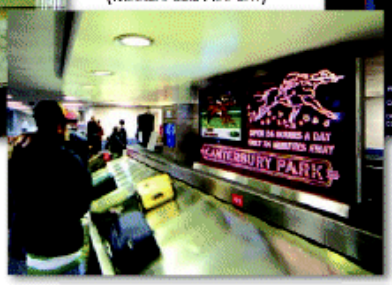
PUBLIC SPACES

ScotRail - Scotland



Canterbury Park
(Minneapolis Airport)

Las Vegas Convention Center

HOSPITALITY

Muller Family Theatres

Foxwoods Resort & Casino

Chateau Theatres

SERVICES

Spalon Montage

Sun Spa

Kids' Hair

Prospectus

, 2006

Wireless Ronin Technologies, Inc.
Shares
Common Stock

Feltl and Company

Dealer Prospectus Delivery Obligation

Until , 2006 (25 days after the commencement of the offering), all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 24. *Indemnification of Directors and Officers*

Section 302A.521, subd. 2, of the Minnesota Statutes requires that we indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person with respect to the company, against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions if such person (i) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties or fines, (ii) acted in good faith, (iii) received no improper personal benefit, and statutory procedure has been followed in the case of any conflict of interest by a director, (iv) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful, and (v) in the case of acts or omissions occurring in the person's performance in the official capacity of director or, for a person not a director, in the official capacity of officer, board committee member or employee, reasonably believed that the conduct was in the best interests of the company, or, in the case of performance by a director, officer or employee of the company involving service as a director, officer, partner, trustee, employee or agent of another organization or employee benefit plan, reasonably believed that the conduct was not opposed to the best interests of the company. In addition, Section 302A.521, subd. 3, requires payment by us, upon written request, of reasonable expenses in advance of final disposition of the proceeding in certain instances. A decision as to required indemnification is made by a disinterested majority of our board of directors present at a meeting at which a disinterested quorum is present, or by a designated committee of the board, by special legal counsel, by the shareholders, or by a court.

Our articles of incorporation and by-laws provide that we shall indemnify each of our directors, officers and employees to the fullest extent permissible by Minnesota Statute, as detailed above. We also maintain a director and officer liability insurance policy.

The Underwriting Agreement filed as Exhibit 1 to this Registration Statement provides for indemnification by the underwriters of us and our officers and directors for certain liabilities arising under the Securities Act, or otherwise.

Item 25. *Other Expenses of Issuance and Distribution*

Expenses in connection with the issuance and distribution of the shares of common stock being registered hereunder, other than underwriting commissions and expenses, are estimated below.

SEC registration fee	$	2,769
NASD filing fee		2,570
Nasdaq listing fee		30,000
Legal fees and expenses		350,000
Accounting fees and expenses		50,000
Blue sky qualification fees and expenses		15,000
Printing and engraving expenses		75,000
Transfer agent and registrar fees and expenses		5,000
Miscellaneous expenses		49,161
Total	$	579,500

Item 26. ***Recent Sales of Unregistered Securities***

Since March 31, 2003, we have issued and sold the following unregistered securities:

(a) Between May 20, 2003 and February 10, 2005, we issued $4,510,800 principal amount of 5-year convertible debentures and notes to 17 investors. In March 2006, we entered into note conversion agreements and addenda thereto with each of these investors providing, among other things, for the extension of payment of principal and interest due on these debt securities to a date which will be the earlier of our completion of this offering or September 30, 2006. In addition to deferral of any payments of principal or interest due on these debt securities, the note conversion agreements and addenda thereto provided that the debt securities would be automatically converted into our common stock at the lesser of the conversion rate stated in the securities or 80% of the initial public offering price in this offering. The note conversion agreements also granted the holders the right to convert accrued interest into our common stock effective upon the date we complete this offering.

(b) Between May 16, 2003 and March 31, 2006, we issued 374,683 shares of common stock to investors in connection with various financing transactions and as consideration for extending bridge loans and notes.

(c) Between May 20, 2003 and January 13, 2006, we issued warrants for the purchase of an aggregate of 427,584 shares of common stock to the holders of our debt securities, including certain holders of our short-term notes (described below). The warrants were generally exercisable for a five-year period at exercise prices ranging from $0.09 to $13.50 per share.

(d) Between July 10, 2003 and July 22, 2004, we issued short-term convertible notes to seven investors in principal amounts aggregating $630,422. All but one of the notes were convertible into our common stock at the option of the note holder at $9.00 with the other note convertible at $13.50 per share. All but one of these notes have been continuously extended and all but one of the note holders have entered into note conversion agreements described in paragraph (a) above.

(e) On October 15, 2003, we issued a warrant to purchase 1,666 shares of common stock to one of our former directors. The warrant was for a five-year period at an exercise price of $0.09 per share.

(f) Between July 1, 2004 and October 3, 2005, we issued warrants for the purchase of an aggregate of 66,334 shares of common stock to various product development and service providers. The warrants were generally exercisable for a five-year period at exercise prices ranging from $6.75 to $13.50 per share.

(g) Between July 12, 2004 and March 31, 2006, we issued 64 warrants to 29 employees for the purchase of an aggregate of 379,264 shares of common stock, exercisable at prices ranging from $0.09 to $11.75 per share. Of the warrants issued, five warrants were issued to our current chief executive officer and five other executive officers, one of whom is no longer with the Company.

(h) Between February 28, 2005 and December 30, 2005, we issued warrants for the purchase of an aggregate of 37,500 shares of common stock to an officer, a non-employee director and a former director in consideration for their personal guarantees on loans to our company as described in “Certain Relationships and Related Party Transactions.” The warrants were exercisable for a five-year period at exercise prices ranging from $9.00 to $13.50. Thee warrants with the exercise price of $13.50 per share were subsequently repriced to $9.00 per share as described under “Warrant Repricing” above.

(i) Between June 16, 2005 and March 6, 2006, we issued warrants for the purchase of an aggregate of 39,490 shares of common stock to one of our directors and one of our executive officers in connection with a factoring agreement as described in “Certain Relationships and Related Party Transactions.” The warrants are exercisable for a five-year period at an exercise price of $9.00 per share.

(j) On January 5, 2005 and September 7, 2005, we borrowed an aggregate of $3,000,000 from the Spirit Lake Tribe, currently evidenced by a 10% convertible debenture which is convertible into 30% of our common stock, calculated on a fully-diluted basis. On March 7, 2006, we and the Spirit Lake Tribe entered into an amendment to the convertible debenture agreement providing, among other things, that the

principal amount of the debenture would be automatically converted into our common stock upon completion of this offering, equal to 30% of our common stock outstanding on a fully diluted basis, excluding shares issuable to holders of our 12% convertible notes or as a result of the exercise of the warrants issued in connection therewith, and shares of common stock sold in this offering or as a result of the exercise of the warrant issuable to the underwriter of this offering.

(k) On March 10, 2006, we issued to 53 investors convertible promissory notes bearing interest at the rate of 12% per annum in an aggregate principal amount of $2,775,000 and issued to the holders thereof, warrants to purchase an aggregate of 555,000 shares of our common stock. These convertible promissory notes are convertible into our common stock at $7.20 per share, subject to anti-dilution adjustments or, following this offering, at 80% of the initial public offering price thereof, subject to adjustment pursuant to anti-dilution provisions. The warrants issued to such individuals are similarly exercisable at such exercise prices. Unless converted or prepaid, these notes mature on the earlier of March 10, 2007 or thirty days following the closing of this offering. In connection with the private placement described in this paragraph (k), we appointed Feltl and Company our exclusive agent and paid Feltl and Company commissions totaling $277,500, a nonaccountable expense allowance of $83,250 and a reimbursement for fees of legal counsel totaling $26,988.20.

(l) On March 27, 2006, we issued six-year warrants to purchase an aggregate of 50,000 shares of our common stock to two holders of our short-term promissory notes as described in “Certain Relationships and Related Party Transactions.” These warrants are exercisable at $6.30 per share.

(m) On March 31, 2006, we issued five-year warrants for the purchase of an aggregate of 51,667 shares of common stock to three of our executive officers. These warrants are exercisable at $9.00 per share.

(n) On June 30, 2006, we issued 8,333 shares of common stock to Spirit Lake Tribe in connection with the quarterly interest payment on their convertible debenture as described in “Certain Relationships and Related Transactions.”

(o) On June 30, 2006, we issued an aggregate of 45,332 shares of common stock to two holders of our short-term promissory notes as consideration for extending their promissory notes as described in “Certain Relationships and Related Transactions.”

(p) On July 27, 2006, we issued to 12 investors convertible promissory notes bearing interest at the rate of 12% per annum in an aggregate principal amount of $1,431,097 and issued to the holders thereof warrants to purchase an aggregate of 286,219 shares of our common stock. These convertible promissory notes are convertible into our common stock at $7.20 per share, subject to anti-dilution adjustments or, following this offering, at 80% of the initial public offering price thereof, subject to adjustment pursuant to antidilution provisions. The warrants issued to such individuals are similarly exercisable at such exercise prices. Unless converted or prepaid, these notes mature on the earlier of March 10, 2007 or thirty days following the closing of this offering.

(q) On August 25, 2006, we issued to 20 investors convertible promissory notes bearing interest at the rate of 12% per annum in an aggregate principal amount of $1,542,934 and issued to the holders thereof warrants to purchase an aggregate of 308,587 shares of our common stock. These convertible promissory notes are convertible into our common stock at $7.20 per share, subject to anti-dilution adjustments or, following this offering, at 80% of the initial public offering price thereof, subject to adjustment pursuant to antidilution provisions. The warrants issued to such individuals are similarly exercisable at such exercise prices. Unless converted or prepaid, these notes mature on the earlier of March 10, 2007 or thirty days following the closing of this offering.

(r) On August 25, 2006, we issued 20,000 shares of common stock to a holder of our convertible promissory notes in connection with such holder’s exchange of the promissory note for our 12% convertible notes and warrants to purchase common stock as described in “Certain Relationships and Related Transactions.”

(s) On September 30, 2006, we issued 8,333 shares of common stock to Spirit Lake Tribe in connection with the quarterly interest payment on their convertible debenture as described in “Certain Relationships and Related Transactions.”

Except as noted in paragraph (k) above, we did not pay or give, directly or indirectly, any commission or other remuneration, including underwriting discounts or commissions, in connection with any of the issuances of securities listed above.

The sales of the securities identified in paragraphs (a) through (s) above were made pursuant to privately negotiated transactions that did not involve a public offering of securities and, accordingly, we believe that these transactions were exempt from the registration requirements of the Securities Act pursuant to Section 4(2) thereof and rules promulgated thereunder. Each of the above-referenced investors represented to us in connection with their investment that they were “accredited investors” (as defined by Rule 501 under the Securities Act) and were acquiring the securities for investment and not distribution, that they could bear the risks of the investment and could hold the securities for an indefinite period of time. The investors received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration or an available exemption from such registration. All of the foregoing securities are deemed restricted securities for purposes of the Securities Act.

The issuance of warrants to our associates described in paragraphs (e), (f), (g), (h), (i), (l) and (m) and the common stock issuable upon the exercise of the warrants as described in this Item 26 were issued pursuant to written compensatory plans or arrangements with our associates, officers, directors and advisors in reliance upon the exemption provided by Rule 701 promulgated under Section 3(b) of the Securities Act. All recipients either received information about us or had access, through employment or other relationships, to such information.

Item 27. ***Exhibits.***

See “Index to Exhibits.”

Item 28. ***Undertakings***

The undersigned registrant hereby undertakes:

To provide to the underwriter at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

For determining any liability under the Securities Act, to treat the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant under Rule 424(b)(1) or (4) or 497(h) under the Securities Act as part of this registration statement as of the time the Commission declared it effective.

For determining any liability under the Securities Act, to treat each post-effective amendment that contains a form of prospectus as a new registration statement for the securities offered in the registration statement, and that offering of the securities at that time as the initial bona fide offering of those securities.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that, in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form SB-2 and authorized this registration statement to be signed on its behalf by the undersigned in the City of Eden Prairie, State of Minnesota, on October 12, 2006.

WIRELESS RONIN TECHNOLOGIES, INC.

By: /s/ JEFFREY C. MACK
Jeffrey C. Mack
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JEFFREY C. MACK Jeffrey C. Mack	Chairman of the Board of Directors, President and Chief Executive Officer (Principal Executive Officer and Director)	October 12, 2006
/s/ JOHN A. WITHAM John A. Witham	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	October 12, 2006
* Dr. William F. Schnell	Director	October 12, 2006
* Carl B. Walking Eagle Sr.	Director	October 12, 2006
* Gregory T. Barnum	Director	October 12, 2006
* Thomas J. Moudry	Director	October 12, 2006
* Brett A. Shockley	Director	October 12, 2006

*By: /s/ JOHN A. WITHAM
John A. Witham
Attorney-in-fact

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EXHIBIT INDEX

Exhibit Number	Description
1	Form of Underwriting Agreement by and between the Registrant and Feltl and Company (including form of warrant).
3.1	Articles of Incorporation, as amended of the Registrant.
3.2	Bylaws, as amended of the Registrant.*
4.1	See exhibits 3.1 and 3.2.
4.2	Specimen form of common stock certificate of the Registrant.
4.3	Form of Current Warrant to Purchase Common Stock of the Registrant.*
4.4	Form of Previous Warrant to Purchase Common Stock of the Registrant.*
4.5	Form of Convertible Debenture Note issued to lenders, including related parties (including the extension thereto).*
4.6	Convertible Debenture Note issued to Steve Meyer in the amount of $100,000 dated March 12, 2004.*
4.7	Promissory Note issued to SHAG LLC in the amount of $100,000 dated November 11, 2005.*
4.8	Promissory Note issued to Jack Norqual in the amount of $300,000 dated December 27, 2005.*
4.9	Promissory Note issued to Barry Butzow in the amount of $300,000 dated December 27, 2005.*
4.10	Form of Note Conversion Agreement by and between the Registrant and certain lenders (including the addendum thereto).*
4.11	Note Conversion Agreement by and between the Registrant and Galtere International Master Fund L.P., dated March 3, 2006.*
4.12	Note Conversion Agreement by and between the Registrant and SHAG LLC, dated March 9, 2006.*
4.13	Letter regarding Note Extension by Barry Butzow dated June 27, 2006.*
4.14	Letter regarding Note Extension by Jack Norqual dated June 27, 2006.*
5	Opinion of Briggs and Morgan, Professional Association.
10.1	Wireless Ronin Technologies, Inc. 2006 Equity Incentive Plan.*
10.2	Wireless Ronin Technologies, Inc. 2006 Non-Employee Director Stock Option Plan.*
10.3	Form of Loan and Subscription Agreement by and between the Registrant and each purchaser of 12% Convertible Bridge Notes.*
10.4	Form of the Registrant's 12% Convertible Bridge Notes.*
10.5	Form of Warrant to Purchase Shares of Common Stock issued by the Registrant to purchasers of 12% Convertible Bridge Notes.*
10.6	Employment Agreement, dated as of April 1, 2006, between the Registrant and Jeffrey C. Mack.*
10.7	Employment Agreement, dated as of April 1, 2006, between the Registrant and Christopher F. Ebbert.*
10.8	Employment Agreement, dated as of April 1, 2006, between the Registrant and Stephen E. Jacobs.*
10.9	Employment Agreement, dated as of April 1, 2006, between the Registrant and Scott W. Koller.*
10.10	Employment Agreement, dated as of April 1, 2006, between the Registrant and John A. Witham.*
10.11	Strategic Partnership Agreement, dated May 28, 2004, between the Registrant and The Marshall Special Assets Group, Inc., as amended.
10.12	Factoring Agreement, dated May 23, 2005, by and between the Registrant and Barry W. Butzow and Stephen E. Jacobs.*
10.13	Lease, dated November 15, 2004, between the Registrant and The Brastad/Lyman Partnership.*
10.14	Convertible Debenture Purchase Agreement between the Registrant and the Spirit Lake Tribe dated January 5, 2005.*
10.15	10% Convertible Debenture in principal amount of $3,000,000 dated September 7, 2005.*

Exhibit Number	Description
10.16	Amended and Restated Convertible Debenture Purchase Agreement between the Registrant and the Spirit Lake Tribe dated September 7, 2005.*
10.17	Amendment No. 1 to Amended and Restated Convertible Debenture Purchase Agreement between the Registrant and the Spirit Lake dated February 27, 2006.*
10.18	Guaranty by and between Stephen E. Jacobs and Winmark Corporation dated December 8, 2004.*
10.19	Commercial Guaranty by and between the Registrant, as Borrower, Signature Bank, as Lender and Michael J. Hopkins, as Guarantor dated January 12, 2006.
10.20	Commercial Guaranty by and between the Registrant, as Borrower, Signature Bank, as Lender and Barry Butzow, as Guarantor dated November 10, 2005.*
10.21	Commercial Guaranty by and between the Registrant, as Borrower, Signature Bank, as Lender and Barry Butzow, as Guarantor dated November 2, 2004.*
10.22	Lease by and between Dennis P. Dirlam and the Registrant dated April 18, 2006.
10.23	Sale and Purchase Agreement, dated July 11, 2006, between Sealy Corporation and the Registrant.x
10.24	Amendment No. 2 to Amended and Restated Convertible Debenture Agreement and Debenture between the Registrant and Spirit Lake Tribe dated July 18, 2006.*
10.25	Note Amendment Agreement by and between the Registrant and Galtere International Master Fund L.P. dated July 21, 2006.*
10.26	Form of Note Amendment Agreement by and between the Registrant and certain lenders dated July 27, 2006.*
10.27	Form of option agreement granted under the 2006 Equity Incentive Plan.*
10.28	Employment Agreement, dated as of June 19, 2006, between the Registrant and Henry B. May.*
21	Subsidiaries of the Registrant.*
23.1	Consent of Virchow, Krause & Company, LLP.
23.2	Consent of Briggs and Morgan, Professional Association (included in Exhibit 5).
24	Powers of Attorney.*

* Previously filed.

x Confidential treatment has been requested for the confidential portions of this agreement.

Exhibit 1

Underwriting Agreement

_____, 2006
FELTL AND COMPANY, INC.
d/b/a Feltl and Company
225 South Sixth Street
Suite 4200
Minneapolis, MN 55402

Ladies and Gentlemen:

Wireless Ronin Technologies, Inc., a Minnesota corporation (the "Company"), proposes to issue and sell to Feltl and Company, Inc., d/b/a Feltl and Company, a Minnesota corporation (the "Underwriter") 4,500,000 shares of its common stock, $.01 par value per share (the "Common Stock"). The 4,500,000 shares of Common Stock to be sold by the Company are called the "Firm Common Shares." In addition, the Company has granted to the Underwriter an option to purchase up to an additional 675,000 shares of Common Stock (the "Optional Common Shares"), as provided in Section 2 of this Underwriting Agreement (this "Agreement"). The Firm Common Shares and, if and to the extent such option is exercised, the Optional Common Shares are collectively called the "Common Shares."

The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form SB-2 (File No. 333-136972), which contains a form of prospectus to be used in connection with the public offering and sale of the Common Shares, and such amendments thereof as may have been required to the date of this Agreement. Such registration statement, as amended, including the financial statements, exhibits and schedules thereto, in the form in which it was declared effective by the Commission under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the "Securities Act"), including any information deemed to be a part thereof at the time of effectiveness pursuant to Rule 430A under the Securities Act, is called the "Registration Statement." Any registration statement filed by the Company pursuant to Rule 462(b) under the Securities Act is called the "Rule 462(b) Registration Statement," and from and after the date and time of filing of the Rule 462(b) Registration Statement, the term "Registration Statement" shall include the Rule 462(b) Registration Statement. Such prospectus, in the form first used by the Underwriter to confirm sales of the Common Shares, is called the "Prospectus." All references in this Agreement to (i) the Registration Statement, the Rule 462(b) Registration Statement, a preliminary prospectus or the Prospectus, or any amendments or supplements to any of the foregoing, shall include any copy thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System ("EDGAR") and (ii) the Prospectus shall be deemed to include the "electronic Prospectus" provided for use in connection with the offering of the Common Shares as contemplated by Section 3(s) of this Agreement.

The Company hereby confirms its agreements with the Underwriter as follows:

1. *Representations and Warranties*. The Company hereby represents, warrants, covenants and agrees with the Underwriter that:

(a) *Compliance with Registration Requirements*. The Registration Statement and any Rule 462(b) Registration Statement have been declared effective by the Commission under the Securities Act. The Company has complied with all requests of the Commission for additional or supplemental information. No stop order suspending the effectiveness of the Registration Statement or any Rule 462(b) Registration Statement is in effect, and no proceedings for such purpose have been instituted or are pending or, to the best knowledge of the Company, are contemplated or threatened by the Commission.

Each preliminary prospectus, the final preliminary prospectus included in the Disclosure Package (as defined below) and the Prospectus, complied or will comply in all material respects with the Section 10(a) Securities Act, and if filed by electronic transmission pursuant to EDGAR (except as may be permitted by Regulation S-T under the Securities Act), was identical to the copy thereof delivered to the Underwriter for use in connection with the offer and sale of the Common Shares. The preliminary prospectus, including amendments thereto, delivered to the Underwriter for distribution in connection with the offer and sale of the Common Shares and the Prospectus complied or will comply in all material respects with the Section 10(a) Securities Act and did not and will not contain any untrue statement of a material fact or omit or will omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. As of the "Initial Sale Time" (defined below), as of the First Closing Date (as defined below) or the Second Closing Date (as defined below), as the case may be, and as of the effective date of any post-effective amendment, neither the Registration Statement or any Rule 462(b) Registration Statement, any post-effective amendment to the Registration Statement or Rule 462(b) Registration Statement, nor any prospectus included in the Disclosure Package (as defined below), when considered together with the Disclosure Package, included or will include any untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The representations and warranties set forth in the two immediately preceding sentences do not apply to statements in or omissions from the "Underwriting" section of the Registration Statement, or of any Rule 462(b) Registration Statement, or any post-effective amendment thereto, or the Prospectus, or any amendments or supplements thereto, made in reliance upon and in conformity with information relating to the Underwriter furnished to the Company in writing by the Underwriter expressly for use therein. There are no agreements or understandings (including those that have not been reduced to writing) or other documents required to be described in the Prospectus or to be filed as exhibits to the Registration Statement which have not been described or filed as required.

(b) *Offering Materials Furnished to the Underwriter.* The Company has delivered to the Underwriter three complete manually signed copies of the Registration Statement and of each consent and certificate of experts filed as a part thereof, and conformed copies of the Registration Statement (without exhibits) and preliminary prospectuses and the Prospectus, as amended or supplemented, in such quantities and at such places as the Underwriter has reasonably requested.

(c) *Disclosure Package*. The term "Disclosure Package" shall mean, collectively, (i) the preliminary prospectus that is included in the Registration Statement immediately prior to the Initial Sale Time (as defined below), if any, as amended or supplemented, (ii) any issuer free writing prospectuses as defined in Rule 433 of the Securities Act (each, an "Issuer Free Writing Prospectus") identified in Schedule 1 hereto, and (iii) any other free writing prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package. As of ___:___ [a/p]m (Eastern time) on the date of this Agreement (the "Initial Sale Time").

(d) *Issuer Free Writing Prospectuses.* Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offering and sale of the Common Shares or until any earlier date that the Company notified or notifies the Underwriter as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement. The foregoing sentence does not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by the Underwriter specifically for use therein, it being understood and agreed that the only such information furnished by the Underwriter consists of the information described as such in Section 9 hereof.

(e) *Distribution of Offering Material By the Company.* The Company has not distributed and will not distribute, prior to the later of the Second Closing Date and the completion of the Underwriter's distribution of the Common Shares, any offering material in connection with the offering and sale of the Common Shares other than a preliminary prospectus, the Prospectus, any Issuer Free Writing Prospectus reviewed and consented to by the Underwriter or included in Schedule 1 hereto or the Registration Statement.

(f) *The Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by, and is a valid and binding agreement of, the Company and, with respect to Section 17 of this Agreement, its Subsidiaries (as defined below) enforceable in accordance with its terms, except as rights to indemnification hereunder may be limited by applicable law and except as the enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(g) *Authorization of the Common Shares*. The Common Shares to be purchased by the Underwriter from the Company have been duly authorized for issuance and sale pursuant to this Agreement and, when issued and delivered by the Company pursuant to this Agreement, will be validly issued, fully paid and nonassessable.

(h) *No Transfer Taxes*. There are no transfer taxes or other similar fees or charges under federal law or the laws of any state, or any political subdivision thereof, required to be paid in connection with the execution and delivery of this Agreement or the issuance by the Company or sale by the Company of the Common Shares.

(i) *No Applicable Registration or Other Similar Rights.* There are no persons with registration or other similar rights to have any equity or debt securities registered for sale under

the Registration Statement or included in the offering contemplated by this Agreement, except for such rights as have been duly waived in writing prior to the date of this Agreement, with copies of such written waivers furnished to the Underwriter.

(j) *No Material Adverse Change.* Except as otherwise expressly disclosed or described in the Disclosure Package and the Prospectus, subsequent to the respective dates as of which information is given in the Disclosure Package and the Prospectus: (i) there has been no adverse change, or any development that could reasonably be expected to result in an adverse change in the condition, financial or otherwise, or in the earnings, business, operations or prospects of the Company that is, individually or in the aggregate, material to the Company, whether or not arising from transactions in the ordinary course of business, of the Company or any of its Subsidiaries (any such change or effect is called a "Material Adverse Change"); (ii) the Company has not incurred any material liability or obligation, indirect, direct or contingent, not in the ordinary course of business nor entered into any material transaction or agreement not in the ordinary course of business; and (iii) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of capital stock or repurchase or redemption by the Company of any class of capital stock, nor is there any agreement or understanding with respect to the same.

(k) *Independent Accountants.* Virchow, Krause & Company, LLP, who have expressed their opinion with respect to the financial statements (which term as used in this Agreement includes the related notes and schedules thereto) filed with the Commission as a part of the Registration Statement and included in the Disclosure Package and the Prospectus, are and, during the periods covered by their report, were an independent registered public accounting firm within the meaning of Regulation S-X issued under the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and as required under the Securities Act and the Exchange Act.

(l) *Preparation of the Financial Statements.* The financial statements filed with the Commission as a part of the Registration Statement and included in the Disclosure Package and the Prospectus present fairly the financial position of the Company as of and at the dates indicated and the results of its operations and cash flows for the periods specified. Such financial statements have been prepared in conformity with generally accepted accounting principles as applied in the United States applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. No other financial statements or supporting schedules are required to be included in the Registration Statement. The financial data set forth under the captions "Prospectus Summary—Summary of Selected Financial Information," "Capitalization," "Dilution," "Selected Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere in the preliminary prospectus included the Disclosure Package and the Prospectus fairly present the information set forth therein on a basis consistent with that of the financial statements contained in the Registration Statement.

(m) *Incorporation and Good Standing of the Company.* Each of the Company and its Subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Disclosure

Package and the Prospectus and, with respect to the Company, to enter into and perform its obligations under this Agreement. Each of the Company and its Subsidiaries is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change. All of the issued and outstanding capital stock of the Subsidiaries issued to the Company has been duly authorized and validly issued, is fully paid and nonassessable, and is owned by the Company free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim except are described in the Disclosure Package and the Prospectus. The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the Subsidiaries listed in Exhibit 21 to the Registration Statement (the "Subsidiaries"), and has not, either directly and indirectly, held either beneficially or of record any capital stock or other securities with equity features of any entity other than the Subsidiaries.

(n) *Capitalization and Other Capital Stock Matters.* The authorized, issued and outstanding capital stock of the Company is as set forth in each of the Disclosure Package and the Prospectus under the caption "Capitalization" (other than for subsequent issuances, if any, pursuant to employee benefit plans described in the Disclosure Package and the Prospectus or upon exercise of outstanding options or warrants described in the Disclosure Package and the Prospectus). The Common Stock (including the Common Shares) conforms in all material respects to the description thereof contained in the Disclosure Package and the Prospectus. All of the issued and outstanding shares of Common Stock have been duly authorized and validly issued, are fully paid and nonassessable and have been issued in compliance with all applicable federal and state securities laws. None of the outstanding shares of Common Stock were issued in violation of any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase securities of the Company. There are no authorized or outstanding options, warrants, preemptive rights, rights of first refusal or other rights to purchase, or equity or debt securities convertible into or exchangeable or exercisable for, any capital stock of the Company, other than those accurately described in the Disclosure Package and the Prospectus. The description of the Company's stock option, stock bonus and other stock plans or arrangements, and the options or other rights granted thereunder, set forth in each of the Disclosure Package and the Prospectus accurately and fairly presents the information required to be shown with respect to such plans, arrangements, options and rights.

(o) *Listing; Exchange Act Registration*. The Company has satisfied all of the requirements of The Nasdaq Capital Market for listing the Common Shares on such market and for the trading of the Common Stock on The Nasdaq Capital Market, and the Common Shares have been approved for inclusion on The Nasdaq Capital Market, subject only to official notice of issuance. A registration statement has been filed on Form 8-A pursuant to Section 12 of the Exchange Act with respect to the Common Stock, which registration statement complies in all material respects with the Exchange Act.

(p) *Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required*. Neither the Company nor any of its Subsidiaries is (i) in violation or is in default (or, with the giving of notice or lapse of time, would be in default) ("Default") under its charter or bylaws, (ii) is in Default under any indenture, mortgage, loan or credit agreement,

deed of trust, note, contract, franchise, lease or other agreement, obligation, condition, covenant or instrument to which the Company or any of its Subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any of its Subsidiaries is subject (each, an "Existing Instrument"), or (iii) is in violation of any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its Subsidiaries or any of its properties, as applicable, except with respect to clauses (ii) and (iii) only, for such violations as would not, individually or in the aggregate, result in a Material Adverse Change. The execution, delivery and performance of this Agreement by the Company and, with respect to Section 17 of this Agreement, by each of the Subsidiaries, and consummation of the transactions contemplated hereby, by the Disclosure Package and by the Prospectus (i) have been duly authorized by all necessary corporate action and will not result in any Default under the charter or bylaws of the Company or any of its Subsidiaries, (ii) will not conflict with or constitute a breach of, or Default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its Subsidiaries pursuant to, or require the consent of any other party to, any Existing Instrument, except for such conflicts, breaches, Defaults, Debt Repayment Triggering Events (as defined below), liens, charges or encumbrances as would not, individually or in the aggregate, result in a Material Adverse Change, and (iii) will not result in any violation of any law, regulation, order or decree applicable to the Company or any of its Subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its Subsidiaries or any of its or their properties, except for such violations as would not, individually or in the aggregate, result in a Material Adverse Change. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency, is required for the execution, delivery and performance of this Agreement by the Company and, with respect to Section 17 of this Agreement, by the Subsidiaries and consummation of the transactions contemplated hereby, by the Disclosure Package and by the Prospectus, except such as have been obtained or made by the Company or its Subsidiaries and are in full force and effect under the Securities Act, applicable state securities or blue sky laws and from the National Association of Securities Dealers, Inc. (the "NASD"), and (B) such consents, approvals, authorizations, orders, registrations or qualifications that, if not obtained or made, would not individually or in the aggregate result in a Material Adverse Change. As used herein, a "Debt Repayment Triggering Event" means any event or condition which gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or its Subsidiaries.

(q) *No Material Actions or Proceedings.* There are no legal or governmental actions, suits or proceedings pending or, to the best of the Company's knowledge, threatened (i) against or affecting the Company or any of its Subsidiaries, (ii) which has as the subject thereof any officer, director or employee of, or property owned or leased by, any of the Company or its Subsidiaries, (iii) relating to environmental or discrimination matters, where in any such case any such action, suit or proceeding, if so determined adversely, would reasonably be expected to result in a Material Adverse Change or adversely affect the consummation of the transactions contemplated by this Agreement or by the Prospectus. No labor problem or dispute with the

employees of the Company or any of its Subsidiaries or with the employees of any third party, with whom the Company or its Subsidiaries has a material relationship, exists or, to the best of the Company's knowledge, is threatened or imminent.

(r) *Intellectual Property Rights.* The Company and its Subsidiaries own or possess valid and enforceable licenses or other rights to use all trademarks, trade names, service marks, patent rights (including all patents and patent applications), copyrights, domain names, licenses, approvals, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), inventions, trade secrets, technologies, proprietary techniques (including processes and substances) and other similar rights (collectively, "Intellectual Property Rights") reasonably necessary to conduct its business as now conducted and as currently contemplated to be conducted as disclosed in the Registration Statement, the Disclosure Package and the Prospectus, free and clear of all liens, claims and encumbrances, other than as described in the Registration Statement, the Disclosure Package and the Prospectus, except where the failure to own or have such rights would not, individually or in the aggregate, have a material adverse effect on such conduct of the business or on the assets, liabilities, financial condition, results of operations and prospects of the Company and its Subsidiaries; and the expected expiration of any of such Intellectual Property Rights would not result in a Material Adverse Change. Other than as described in the Registration Statement, the Disclosure Package and the Prospectus: (i) there are no third parties who, to the Company's knowledge, have any rights in the Intellectual Property Rights that could preclude the Company and its Subsidiaries from conducting their business as currently conducted or as presently contemplated to be conducted as described in the Registration Statement, the Disclosure Package and the Prospectus; (ii) there are no pending or, to the best knowledge of the Company, threatened actions, suits, proceedings, investigations or claims by others challenging the rights of the Company or any of its Subsidiaries (or if the Intellectual Property Rights are licensed to the Company or any of its Subsidiaries, the licensor thereof) in any Intellectual Property owned or licensed to the Company and its Subsidiaries; (iii) neither the Company nor any of its Subsidiaries nor (if the Intellectual Property Rights are licensed to the Company and its Subsidiaries) the licensor thereof has infringed, or received any notice of infringement of or conflict with, any rights of others with respect to the Intellectual Property; and (iv) there is no dispute between any of the Company and its Subsidiaries and any licensor with respect to any Intellectual Property Right. The Company and its Subsidiaries have taken all steps necessary or appropriate to protect, maintain and safeguard the Intellectual Property Rights for which improper or unauthorized disclosure would impair its value or validity and has entered into appropriate and enforceable (i) nondisclosure and confidentiality agreements, (ii) invention assignment and other assignment agreements with all current employees and contractors, and all past employees and contractors to the extent necessary to so protect, maintain and safeguard the Intellectual Property Rights, and (iii) has made appropriate filings and registrations in connection with the foregoing.

(s) *Title to Properties.* The Company and its Subsidiaries have good and marketable title to all the properties and assets reflected as owned in the financial statements referred to in Section 1(l) above (or elsewhere in the Disclosure Package and the Prospectus), in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, claims and other defects, except as expressly described in the Disclosure Package and the Prospectus or such as do not materially and adversely affect the value of such property and do not materially interfere

with the use made or proposed to be made of such property by the Company or its Subsidiaries. The real property, improvements, equipment and personal property held under lease by the Company or its Subsidiaries are held under valid and enforceable leases, with such exceptions as are not material and do not materially interfere with the use made or proposed to be made of such real property, improvements, equipment or personal property by the Company or its Subsidiaries.

(t) *Tax Law Compliance.* Each of the Company and its Subsidiaries have filed all necessary federal, state and foreign income, employment and franchise tax returns and has paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them. The Company has made adequate charges, accruals and reserves in the applicable financial statements referred to in Section 1(l) above in respect of all federal, state and foreign income and franchise taxes for all periods as to which the tax liability of the Company and its Subsidiaries has not been finally determined.

(u) *Company Not an "Investment Company."* The Company has been advised by its legal counsel of the rules and requirements under the Investment Company Act of 1940, as amended (the "Investment Company Act"). The Company is not, and after receipt of payment for the Common Shares and application of the proceeds thereof contemplated under "Use of Proceeds" in each of the Disclosure Package and the Prospectus will not be, an "investment company" within the meaning of the Investment Company Act and will conduct its business in a manner so that it will not become subject to the Investment Company Act.

(v) *Insurance.* Each of the Company and its Subsidiaries are insured by recognized, financially sound and reputable institutions with policies in such amounts and with such deductibles and covering such risks as are generally deemed adequate and customary for their business including, but not limited to, policies covering real and personal property owned or leased by the Company and its Subsidiaries against theft, damage, destruction and acts of vandalism. All policies of insurance and surety bonds insuring the Company or its Subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect; the Company and its Subsidiaries are in compliance with the terms of such policies and instruments in all material respects; and there are no claims by the Company or its Subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause. The Company has no reason to believe that it or its Subsidiaries will not be able (i) to renew its existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Change. Neither the Company nor any of its Subsidiaries have been denied any insurance coverage which it has sought or for which it has applied.

(w) *No Price Stabilization or Manipulation.* The Company has not taken and will not take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of the Common Stock to facilitate the sale or resale of the Common Shares. The Company acknowledges that the Underwriter may engage in passive market making transactions in the Common Shares on The Nasdaq Capital Market in accordance with Regulation M under the Exchange Act.

(x) *Related Party Transactions.* No relationship, direct or indirect, exists between or among any of the Company or any of its Subsidiaries, on the one hand, and the directors, officers, employees, contractors, stockholders, customers, distributors or suppliers of the Company or any of its Subsidiaries, on the other, that is required by the Securities Act to be described in the Registration Statement, the Disclosure Package and the Prospectus and that is not so described.

(y) *Disclosure Controls and Procedures*. The Company has established and will maintain disclosure controls and procedures (as such term is defined in Rule 13a-14(c) under the Exchange Act), which (i) are designed to ensure that information relating to the Company is made known to the Company's principal executive officer and its principal financial officer by others within the Company, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared, and (ii) are effective in all material respects to perform the functions for which they were established. Based on the evaluation of the Company's disclosure controls and procedures described above, the Company is not aware of (a) any deficiency in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize and report financial data or any material weaknesses in internal controls or (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls. Since the most recent evaluation of the Company's disclosure controls and procedures described above, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls.

(z) *No Unlawful Contributions or Other Payments.* Neither the Company nor its Subsidiaries nor, to the best of the Company's knowledge, any director, officer, employee, agent, contractor, distributor or other persons acting on behalf of any of the Company or its Subsidiaries, has made any contribution or other payment to any official of, or candidate for, any federal, state or foreign office in violation of any law or of the character required to be disclosed in the Disclosure Package and the Prospectus.

(aa) *Company's Accounting System.* The books, records and accounts of the Company and its Subsidiaries accurately and fairly reflect, in all material respects and in reasonable detail, the transaction in, and the dispositions of, the assets of, and the results of operations of, the Company and its Subsidiaries. The Company and its Subsidiaries maintain a system of accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles as applied in the United States and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has no "off-balance sheet arrangements," as that term is defined in Item 303(a)(4)(ii) of Regulation S-K under the Securities Act and the Exchange Act.

(bb) *Compliance with Environmental Laws.* Except as would not, individually or in the aggregate, result in a Material Adverse Change (i) neither the Company nor its Subsidiaries is in violation of any federal, state, local or foreign law or regulation relating to pollution or

protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum and petroleum products (collectively, "Materials of Environmental Concern"), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environment Concern (collectively, "Environmental Laws"), which violation includes, but is not limited to, noncompliance with any permits or other governmental authorizations required for the operation of the business of the Company or its Subsidiaries under applicable Environmental Laws, or noncompliance with the terms and conditions thereof, nor has the Company or its Subsidiaries received any written communication, whether from a governmental authority, citizens group, employee or otherwise, that alleges that the Company or its Subsidiaries is in violation of any Environmental Law; (ii) there is no claim, action or cause of action filed with a court or governmental authority, no investigation with respect to which the Company or its Subsidiaries have received written notice, and no written notice by any person or entity alleging potential liability for investigatory costs, cleanup costs, governmental responses costs, natural resources damages, property damages, personal injuries, attorneys' fees or penalties arising out of, based on or resulting from the presence, or release into the environment, of any Material of Environmental Concern at any location owned, leased or operated by the Company or its Subsidiaries, now or in the past (collectively, "Environmental Claims"), pending or, to the best of the Company's knowledge, threatened against the Company or its Subsidiaries or any person or entity whose liability for any Environmental Claim the Company or its Subsidiaries have retained or assumed either contractually or by operation of law; (iii) to the best of the Company's knowledge, there are no past or present actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge, presence or disposal of any Material of Environmental Concern, that reasonably could result in a violation of any Environmental Law or form the basis of a potential Environmental Claim against the Company or its Subsidiaries or against any person or entity whose liability for any Environmental Claim the Company or its Subsidiaries has retained or assumed either contractually or by operation of law, and neither the Company nor its Subsidiaries is subject to any pending or threatened proceeding under Environmental Law to which a governmental authority is a party and which is reasonably likely to result in monetary sanctions of $100,000 or more.

(cc) *ERISA Compliance.* The Company and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, "ERISA")) established or maintained by the Company, its Subsidiaries or its "ERISA Affiliates" (as defined below) are in compliance in all material respects with ERISA. "ERISA Affiliate" means, with respect to the Company and its Subsidiaries, any member of any group of organizations described in Sections 414(b),(c),(m) or (o) of the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder (the "Code") of which the Company and its Subsidiaries are a member. No "reportable event" (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained by the Company, its Subsidiaries or any of its ERISA Affiliates. No "employee benefit plan" established or maintained by the Company, its Subsidiaries or any of its ERISA Affiliates, if such "employee benefit plan" were terminated, would have any "amount of unfunded benefit

liabilities" (as defined under ERISA). Neither the Company nor its Subsidiaries nor any of its ERISA Affiliates has incurred or reasonably expects to incur any liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "employee benefit plan" or (ii) Section 412, 4971, 4975 or 4980B of the Code. Each "employee benefit plan" established or maintained by the Company, its Subsidiaries or any of its ERISA Affiliates that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification.

(dd) *Brokers*. Other than as required by the terms of this Agreement, there is no broker, finder or other party that is entitled to receive from the Company or its Subsidiaries any brokerage or finder's fee or other fee, commission or performance-based compensation as a result of any transactions contemplated by this Agreement.

(ee) *No Outstanding Loans or Other Indebtedness.* There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by any of the Company or its Subsidiaries to, or for the benefit of, any of the officers, directors, employees or consultants of any of the Company or its Subsidiaries.

(ff) *Compliance with Laws.* Except as expressly described in the Registration Statement, the Disclosure Package and the Prospectus, the Company: (i) is in full compliance with all statutes, rules, regulations, permits, licenses, authorizations, ordinances, orders, decrees and guidances issued by the applicable federal, state, local or foreign governmental or self-regulatory agencies or bodies having authority over the Company or its Subsidiaries ("Governmental Authority") applicable to the conduct of its business as described under "BUSINESS—General—Business Strategy—The Ronincast Solution—Our Markets—Our Customers—Product Description—Agreement with Marshall Special Assets Group, Inc.—Services" ("Applicable Laws"), except for such non-compliance as would not, individually or in the aggregate, result in a Material Adverse Change; (ii) has not received any notice of adverse finding, warning letter, untitled letter or other correspondence or notice from any Governmental Authority alleging or asserting noncompliance with any Applicable Laws or any licenses, certificates, approvals, clearances, registrations, authorizations, permits, orders and supplements or amendments thereto required by any such Applicable Laws ("Authorizations"); (iii) possesses all Authorizations required for the conduct of its business and such Authorizations are valid and in full force and effect and the Company is not in violation of any term of any such Authorizations, except for any failure to possess or violation of any Authorization as would not, individually or in the aggregate, result in a Material Adverse Change; (iv) has not received notice of any pending or threatened claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action from any Governmental Authority or third party alleging that any Company operation or activity is in violation of any Applicable Laws or Authorizations and the Company has no knowledge or reason to believe that any such Governmental Authority or third party is considering any such claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action; (v) has not received notice that any Governmental Authority has taken, is taking or intends to take action to limit, suspend, modify or revoke any Authorizations and the Company has no knowledge or reason to believe that any such Governmental Authority is considering such action; (vi) has filed, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or

amendments as are required by all Applicable Laws or Authorizations and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct on the date filed (or were corrected or supplemented by a subsequent submission), except for any failure to file, obtain, maintain, or submit, and any failure to be complete and correct as would not result, individually or in the aggregate, in a Material Adverse Change; and (vii) has not, either voluntarily or involuntarily, initiated, conducted, or issued or caused to be initiated, conducted or issued, any recall, market withdrawal or replacement, post-sale warning or other notice or action relating to an alleged lack of efficacy of any product, any alleged product defect, or violation on any Applicable Laws or Authorizations; the Company is not aware of any facts that would cause the Company to initiate any such notice or action; and the Company does not have any knowledge or reason to believe that any Governmental Authority or third party intends to initiate any such notice or action.

(gg) *Nasdaq Governance Rules*. The Company has duly adopted organizational structures and policies sufficient to comply with the requirements of The Nasdaq Stock Market corporate governance rules in effect as of the date hereof and as may be proposed to be amended in accordance with any proposed rules of The Nasdaq Stock Market published for comment as of the date hereof.

(hh) *Patent Filings*. The Company has duly and properly filed or caused to be filed with the United States Patent and Trademark Office (the "PTO") all patent applications owned by the Company (the "Company Patent Applications"). The Company has complied, or is in the process of complying, with the PTO's duty of candor and disclosure for the Company Patent Applications and has made no material misrepresentation in the Company Patent Applications. The Company is not aware of any information material to a determination of patentability regarding the Company Patent Applications not called or being called to the attention of the PTO or similar foreign authority which would preclude the grant of a patent for the Company Patent Applications. The Company has no knowledge of any information which would preclude the Company from having clear title to, and complete ownership of, the Company Patent Applications.

(ii) *Suppliers*. No supplier of products to the Company has ceased shipments to the Company or indicated, to the Company's best knowledge, an interest in decreasing or ceasing its sales to the Company or otherwise modifying its relationship with the Company, other than in the normal and ordinary course of business consistent with past practices in a manner which would not, individually or in the aggregate, result in a Material Adverse Change.

(jj) *Statistical and Market Data.* The scientific, statistical and market-related data included in the Registration Statement, the Disclosure Package and the Prospectus are accurately based on or derived from sources that are credible and generally recognized as authoritative in the Company's industry.

(kk) *MD&A.* There are no transactions, arrangements or other relationships that are required to be disclosed in the Disclosure Package and the Prospectus by the Commission's "Statement About Management's Discussion and Analysis of Financial Condition and Results of Operations" that are not so disclosed or described as required.

(ll) *Sarbanes-Oxley Act.* The Company is in material compliance with all applicable provisions of the U.S. Sarbanes Oxley Act of 2002 that are effective and the rules and regulations promulgated in connection therewith.

(mm) *Underwriter's Warrants.* The Underwriter's Warrants have been duly authorized for issuance to the Underwriter or its designees and will, when issued, possess rights, privileges, and characteristics as represented in the most recent form of Underwriter's Warrants filed as an exhibit to the Registration Statement. Further, the securities to be issued upon exercise of the Underwriter's Warrants, when issued and delivered against payment therefor in accordance with the terms thereof, will be duly and validly issued, fully paid, nonassessable and free of preemptive rights, and all corporate action required to be taken for the authorization and issuance of the Underwriter's Warrants, and the securities to be issued upon their exercise, have been validly and sufficiently taken. The execution by the Company of the Underwriter's Warrants has been duly authorized by all required action of the Company and, when so executed and delivered, will constitute the valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights and remedies or by general equitable principles.

(nn) *Compliance with Money Laundering Laws.* The operations of the Company and its Subsidiaries are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the USA Patriot Act, the money laundering statutes of all jurisdictions to which the Company and its Subsidiaries are subject, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving any of the Company and its Subsidiaries with respect to the Money Laundering Laws is pending, or to the knowledge of the Company, threatened.

(oo) *Sanctions by OFAC*. Neither the Company nor its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of any of the Company or its Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company and its Subsidiaries will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(pp) *No Issuance of Securities.* Except as expressly disclosed or described in the Disclosure Package and the Prospectus, the Company has not sold or issued any securities during the six-month period preceding the date of the Disclosure Package and the Prospectus, including any sales pursuant to Rule 144A under, or Regulations D or S of, the Securities Act.

(qq) *Lock-Up Agreements.* All of the lock-up agreements described in Section 6(j) hereof are in full force and effect.

Any certificate signed by an officer of the Company and delivered to the Underwriter or to counsel for the Underwriter shall be deemed to be a representation and warranty by the Company to the Underwriter as to the matters set forth therein. The Company acknowledges that the Underwriter and, for purposes of the opinions to be delivered pursuant to Section 6 hereof, counsels to the Company and to the Underwriter, will rely upon the accuracy and truthfulness of the foregoing representations and hereby consents to such reliance.

2. *Purchase, Sale and Delivery of the Common Shares.*

(a) *The Firm Common Shares*. The Company agrees to issue and sell to the Underwriter the Firm Common Shares upon the terms herein set forth. On the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Underwriter agrees to purchase from the Company the Firm Common Shares. The purchase price per Firm Common Share to be paid by the Underwriter to the Company shall be $_____.___ per share.

(b) *The First Closing Date*. Delivery of certificates for the Firm Common Shares to be purchased by the Underwriter and payment therefor shall be made at the offices of Maslon Edelman Borman & Brand, LLP, 90 South 7th Street, Suite 3300, Minneapolis, Minnesota 55402 (or such other place as may be agreed to by the Company and the Underwriter) at 9:00 a.m., Minneapolis, Minnesota time, on _____, 2006, or such other time as the Underwriter shall designate by notice to the Company (the time and date of such closing are called the "First Closing Date"). The Company hereby acknowledges that circumstances under which the Underwriter may provide notice to postpone the First Closing Date as originally scheduled include, but are in no way limited to, any determination by the Company or the Underwriter to recirculate to the public copies of an amended or supplemented Prospectus.

(c) *The Optional Common Shares; the Second Closing Date.* In addition, on the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Company hereby grants an option to the Underwriter to purchase up to an aggregate of 675,000 Optional Common Shares from the Company at the purchase price per share to be paid by the Underwriter for the Firm Common Shares. The option granted hereunder is for use by the Underwriter solely in covering any over-allotments in connection with the sale and distribution of the Firm Common Shares. The option granted hereunder may be exercised at any time (but not more than once) upon notice by the Underwriter to the Company, which notice may be given at any time within 45 days from the date of this Agreement. Such notice shall set forth (i) the aggregate number of Optional Common Shares as to which the Underwriter is exercising the option, (ii) the names and denominations in which the certificates for the Optional Common Shares are to be registered and (iii) the time, date and place at which such certificates will be delivered (which time and date may be simultaneous with, but not earlier than, the First Closing Date; and in such case the term "First Closing Date" shall refer to the time and date of delivery of certificates for the Firm Common Shares and the Optional Common Shares). Such time and date of delivery, if subsequent to the First Closing Date, is called the "Second Closing Date" and shall be determined by the Underwriter and shall not be earlier than three nor later than five full business days after delivery of such notice of exercise. If any Optional Common Shares are to be purchased, the Underwriter agrees to purchase the number of Optional Common Shares (subject

to such adjustments to eliminate fractional shares as the Underwriter may determine) set forth in the notice from the Underwriter to the Company referenced in this subsection (c). The Underwriter may cancel the option at any time prior to its expiration by giving written notice of such cancellation to the Company.

(d) *Public Offering of the Common Shares.* The Underwriter hereby advises the Company that it intends to offer for sale to the public, as described in the Prospectus, the Common Shares as soon after this Agreement has been executed and the Registration Statement has been declared effective as the Underwriter, in its sole judgment, has determined is advisable and practicable.

(e) *Payment for the Common Shares.* Payment for the Common Shares shall be made at the First Closing Date (and, if applicable, at the Second Closing Date) by wire transfer of immediately available funds to the order of the Company. It is understood that the Underwriter has been authorized, for its own account, to accept delivery of and receipt for, and make payment of the purchase price for, the Firm Common Shares and any Optional Common Shares the Underwriter has agreed to purchase.

(f) *Delivery of the Common Shares.* The Company shall deliver, or cause to be delivered, to the Underwriter certificates for the Firm Common Shares at the First Closing Date, against the irrevocable release of a wire transfer of immediately available funds for the amount of the purchase price therefor. The Company shall also deliver, or cause to be delivered, to the Underwriter certificates for the Optional Common Shares the Underwriter has agreed to purchase at the First Closing Date or the Second Closing Date, as the case may be, against the irrevocable release of a wire transfer of immediately available funds for the amount of the purchase price therefor. The certificates for the Common Shares shall be in definitive form and registered in such names and denominations as the Underwriter shall have requested at least two full business days prior to the First Closing Date (or the Second Closing Date, as the case may be) and shall be made available for inspection on the business day preceding the First Closing Date (or the Second Closing Date, as the case may be) at a location in Minneapolis, Minnesota as the Underwriter may designate. Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Underwriter.

(g) *Delivery of Prospectus to the Underwriter.* Not later than 3:00 p.m. (Minneapolis, Minnesota time) on the next business day, or such shorter period as may be required by law, following the date of this Agreement, the Company shall deliver or cause to be delivered copies of the Prospectus in such quantities and at such places as the Underwriter shall request.

3. *Covenants of the Company*. The Company further covenants and agrees with the Underwriter as follows:

(a) *Underwriter's Review of Proposed Amendments and Supplements.* During such period beginning on the Initial Sale Time and ending on the later of the First Closing Date or such other date, as in the opinion of counsel for the Underwriter, the Prospectus is no longer required by law to be delivered in connection with sales by an Underwriter or dealer, including in circumstances where such requirement may be satisfied pursuant to Rule 172 (the "Prospectus

Delivery Period"), prior to amending or supplementing the Registration Statement (including any registration statement filed under Rule 462(b) under the Securities Act), the Disclosure Package or the Prospectus, the Company shall furnish to the Underwriter for review a copy of each such proposed amendment or supplement, and the Company shall not file any such proposed amendment or supplement to which the Underwriter reasonably objects.

(b) *Securities Act Compliance.* After the date of this Agreement, the Company shall promptly advise the Underwriter in writing of (i) the receipt of any comments of, or requests for additional or supplemental information from, the Commission, (ii) the time and date of any filing of any post-effective amendment to the Registration Statement or any amendment or supplement to any preliminary prospectus or the Prospectus, (iii) the time and date that any post-effective amendment to the Registration Statement becomes effective and (iv) the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto or of any order preventing or suspending the use of the Registration Statement, any preliminary prospectus or the Prospectus, or of any proceedings to remove, suspend or terminate from listing or quotation the Common Stock from any securities exchange upon which it is listed for trading or included or designated for quotation, or of the threatening or initiation of any proceedings for any of such purposes. The Company shall use its best efforts to prevent the issuance of any such stop order or prevention or suspension of such use. If the Commission shall enter any such stop order at any time, the Company will use its best efforts to obtain the lifting of such order at the earliest possible moment. Additionally, the Company agrees that it shall comply with the provisions of Rules 424(b) and 434, as applicable, under the Securities Act and will use its best efforts to confirm that any filings made by the Company under such Rule 424(b) were received in a timely manner by the Commission.

(c) *Amendments and Supplements to the Prospectus and Other Securities Act Matters.* (i) If the preliminary prospectus included in the Disclosure Package is being used to solicit offers to buy the Common Shares and any event or development shall occur or condition exist as a result of which it is necessary to amend or supplement the Disclosure Package in order to make the statements therein, in the light of the circumstances under which they were made or then prevailing, as the case may be, not misleading (in which case the Company agrees to notify the Underwriter of any such event or condition), or if in the reasonable opinion of the Underwriter it is otherwise necessary to amend or supplement the Disclosure Package to comply with law, the Company agrees to promptly prepare (subject to Section 3(a) hereof), file with the Commission and furnish to the Underwriter and to dealers, at its own expense, amendments or supplements to the Disclosure Package so that the statements in the Disclosure Package as so amended or supplemented will not be, in the light of the circumstances under which they were made or then prevailing, as the case may be, misleading or so that the Disclosure Package, as amended or supplemented, will comply with law. (ii) If, during the Prospectus Delivery Period, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Registration Statement or the Prospectus in order to make the statements therein, in the light of the circumstances under which they were made or then prevailing, as the case may be, not misleading, or if in the opinion of the Underwriter or counsel for the Underwriter it is otherwise necessary to amend or supplement the Registration Statement or the Prospectus to comply with applicable law, including in connection with the delivery of the Prospectus, the Company agrees to promptly prepare (subject to Section 3(a) hereof), file with the Commission and furnish at its own expense to the Underwriter and to dealers, amendments or supplements to

the Registration Statement or the Prospectus so that the statements in the Registration Statement or the Prospectus as so amended or supplemented will not, in the light of the circumstances under which they were made or then prevailing, as the case may be, misleading or so that the Registration Statement or the Prospectus, as amended or supplemented, will comply with law.

(d) *Permitted Free Writing Prospectuses*. The Company agrees that, unless it obtains the prior written consent of the Underwriter, it will not make any offer relating to the Common Shares that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405 of the Securities Act) required to be filed by the Company with the Commission or retained by the Company under Rule 433 of the Securities Act; provided that the prior written consent of the Underwriter hereto shall be deemed to have been given in respect of the Free Writing Prospectuses included in Schedule 1 hereto. Any such free writing prospectus consented to by the Underwriter is hereinafter referred to as a "Permitted Free Writing Prospectus". The Company agrees that (i) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus, and (ii) has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 of the Securities Act applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(e) *Copies of the Registration Statement and the Prospectus*. The Company will furnish to the Underwriter signed copies of the Registration Statement (including exhibits thereto) and, during the Prospectus Delivery Period, as many copies of the Prospectus and any amendments or supplements thereto and the Disclosure Package as the Underwriter may reasonably request.

(f) *Blue Sky Compliance*. The Company shall cooperate with the Underwriter and counsel for the Underwriter to qualify or register the Common Shares for sale under (or obtain exemptions from the application of) the state securities or blue sky laws or other foreign laws of those jurisdictions designated by the Underwriter, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Common Shares. The Company shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation. The Company will advise the Underwriter promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Common Shares for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Company shall use its best efforts to obtain the withdrawal thereof at the earliest possible moment.

(g) *Use of Proceeds*. The Company shall apply the proceeds from the sale of the Common Shares sold by it in the manner described under the caption "Use of Proceeds" in each of the Disclosure Package and the Prospectus.

(h) *Transfer Agent.* The Company shall engage and maintain, at its expense, an independent, qualified and experienced registrar and transfer agent for the Common Stock.

(i) *Earnings Statement.* As soon as practicable, the Company will make generally available to its security holders and to the Underwriter an earnings statement (which need not be audited) covering the twelve-month period ending December 31, 2007, that satisfies the provisions of Section 11(a) of the, and Rule 158 under the, Securities Act.

(j) *Periodic Reporting Obligations.* During the Prospectus Delivery Period, the Company shall file, on a timely basis, with the Commission and The Nasdaq Capital Market all reports and documents required to be filed under the Exchange Act. Additionally, the Company shall timely report the use of proceeds from the issuance of the Common Shares as may be required under Rule 463 under the Securities Act.

(k) *Company to Provide Interim Financial Statements.* Prior to the Closing Date, the Company will furnish the Underwriter as soon as they have been prepared by or are available to the Company, a copy of any unaudited interim financial statements of the Company and its Subsidiaries for any period subsequent to the period covered by the most recent financial statements appearing in the Registration Statement and the Prospectus.

(l) *Listing.* The Company will take such steps as may be required to cause, subject to notice of issuance, the Common Shares to be listed on The Nasdaq Capital Market, and will comply with the corporate governance or similar rules of The Nasdaq Capital Market.

(m) *Agreement Not to Offer or Sell Additional Securities.* During the period commencing on the date hereof and ending on the 180th day following the date of the Prospectus, the Company will not, without the prior written consent of the Underwriter (which consent may be withheld at the sole discretion of the Underwriter), directly or indirectly, sell, offer to sell, contract to sell, pledge, hypothecate, grant any option to purchase, transfer or otherwise dispose of, grant any rights with respect to, or file a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, or be the subject of any hedging, short sale, derivative or other transaction that is designed to, or reasonably expected to lead to, or result in, the effective economic disposition of, any shares of Common Stock, options or warrants to acquire shares of the Common Stock or securities exchangeable or exercisable for or convertible into shares of Common Stock, or publicly announce an intention to do any of the foregoing (other than as contemplated by this Agreement with respect to the Common Shares and the Underwriter's Warrant (as defined)); provided, however, that the Company may issue shares of its Common Stock or options or other awards to purchase its Common Stock, or Common Stock upon the exercise of options, warrants or convertible securities, pursuant to any stock option, stock bonus or other incentive plan or other arrangement described in the Prospectus, but only if the holders of such shares, options or other awards, or shares issued upon exercise of such options, warrants or convertible securities agree in writing not to sell, offer, dispose of or otherwise transfer any such shares, options or warrants during such 180 day period without the prior written consent of the Underwriter (which consent may be withheld at the sole discretion of the Underwriter). Notwithstanding restrictions set forth above in the Section 3(m), the Company shall be permitted to file a resale registration statement in compliance with existing agreements of the Company that require such filing respecting shares of Common Stock issuable upon conversion of the Company's 12% Convertible Promissory Notes, upon exercise of warrants issued in connection therewith and other outstanding warrants

(including the Underwriter's Warrant (as defined below)), and upon conversion by existing holders of other convertible notes who entered into note conversion agreements and addenda thereto. The filing of such resale registration statement shall in not act as a waiver of, or in any way affect the Company's or the Underwriter's rights under written lock-up agreements. Notwithstanding the foregoing, if (a) during the period that begins on the date that is 15 calendar days plus three business days before the last day of the 180-day restricted period and ends on the last day of the 180-day restricted period, the Company issues an earnings release or material news or a material event relating to the Company occurs; or (b) prior to the expiration of the 180-day restricted period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the 180-day restricted period, then the restrictions imposed in this clause shall continue to apply until the expiration of the date that is 15 calendar days plus three business days after the date on which the issuance of the earnings release or the material news or material event occurs, unless the Underwriter waives such extension. The Company will provide the Underwriter and each individual subject to the 180-day restricted period pursuant to the lock-up agreements described in Section 6(j) with prior notice of any such announcement that gives rise to an extension of the 180-day restricted period.

(n) *Compliance with Sarbanes-Oxley Act*. During the Prospectus Delivery Period, the Company will comply in all material respects with all applicable securities and other laws, rules and regulations, including, without limitation, the Sarbanes-Oxley Act, and use its best efforts to cause the Company's directors and officers, in their capacities as such, to comply in all material respects with such laws, rules and regulations, including, without limitation, the provisions of the Sarbanes-Oxley Act.

(o) *Future Reports to the Underwriter*. For a period of five years following the date of the Prospectus, the Company will furnish to the Underwriter, Feltl and Company, Inc., 225 South Sixth Street, Suite 4200, Minneapolis, MN 55402, Attention: John C. Feltl (i) as soon as practicable after the end of each fiscal year, copies of the Annual Report of the Company containing the balance sheet of the Company as of the close of such fiscal year and statements of income, shareholders' equity and cash flows for the year then ended and the opinion thereon of the Company's independent public or certified public accountants; (ii) as soon as practicable after the filing thereof, copies of each proxy statement, Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other report filed by the Company with the Commission, the NASD or any securities exchange; and (iii) as soon as available, copies of any report or communication of the Company mailed generally to holders of its capital stock; provided, however, that the filing of such reports and communications with the Commission through the EDGAR system shall satisfy the requirements of this Section 3(o).

(p) *Investment Limitation.* The Company shall not invest, or otherwise use the proceeds received by the Company from its sale of the Common Shares, in such a manner as would require the Company to register as an investment company under the Investment Company Act.

(q) *No Manipulation of Price.* The Company will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, the stabilization or manipulation of the price of any securities of the Company.

(r) *Existing Lock-Up Agreements.* The Company will pay all reasonable expenses incurred by the Underwriter in connection with strictly enforcing all agreements between the Underwriter and each director, officer and individual or entity owning any capital stock of the Company and each holder of options, warrants or other securities convertible into capital stock of the Company that prohibit the sale, transfer, assignment, pledge or hypothecation of any of the Company's securities in connection with the Company's initial public offering. In addition, the Company will direct the transfer agent to place stop transfer restrictions upon any such securities of the Company.

(s) *Company Trademarks.* Upon written request of the Underwriter, the Company shall furnish, or cause to be furnished, to the Underwriter an electronic version of the Company's trademarks, both for use on the Underwriter's website, if any, operated by the Underwriter for the purpose of facilitating the on-line offering of the Common Shares (the "License"); provided, however, that the License shall be used solely for the purpose described above, the Underwriter shall comply with all trademark, trade name, and service mark notice markings required by the Company and shall not use the marks in any manner that adversely reflects upon the image or quality of the Company. The License is granted without any fee, the License is non-exclusive, and the License may not be assigned, transferred or sub-licenses by the Underwriter.

The Underwriter may, in its sole discretion, waive in writing the performance by the Company of any one or more of the foregoing covenants or extend the time for their performance.

4. *Covenant of the Underwriter*. The Underwriter certifies to and covenants with the Company that it has not and will not use, authorize use of, refer to, or participate in the planning for use of any "free writing prospectus", as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company), other than (i) a free writing prospectus that contains no "issuer information" (as defined in Rule 433(h)(2) under the Securities Act) that was not included (including through incorporation by reference) in the preliminary prospectus, (ii) any Issuer Free Writing Prospectus identified on Schedule 1, or (iii) any free writing prospectus prepared by the Underwriter and approved by the Company in advance in writing.

5. *Payment of Expenses and Underwriter's Warrants*.

(a) The Company agrees to pay all costs, fees and expenses incurred in connection with the performance of its obligations hereunder, including, without limitation (i) all expenses incident to the issuance and delivery of the Common Shares (including all printing and engraving costs), (ii) all fees and expenses of the registrar and transfer agent of the Common Stock, (iii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Common Shares to the Underwriter, (iv) all fees and expenses of the Company's counsel, independent public or certified public accountants and other advisors, (v) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the Registration Statement (including financial statements, exhibits, schedules, consents and certificates of experts), each Issuer Free Writing Prospectus, each preliminary prospectus, the Prospectus and any Prospectus wrapper, and all amendments and supplements thereto, and this Agreement, (vi) all filing fees, and reasonable attorneys' fees and expenses incurred by the Company and the Underwriter in connection with qualifying or registering (or obtaining

exemptions from the qualification or registration of) all or any part of the Common Shares for offer and sale under the state securities or blue sky laws or any foreign jurisdiction, and preparing and printing a "Blue Sky Survey" or memorandum, and any supplements thereto, advising the Underwriter of such qualifications, registrations and exemptions, (vii) the filing fees incident to, and the reasonable fees and expenses of counsel for the Underwriter in connection with, the NASD's review and approval of the Underwriter's participation in the offering and distribution of the Common Shares, (viii) the fees and expenses associated with including the Common Shares on The Nasdaq Capital Market, (ix) all other fees, costs and expenses referred to in Item 13 of Part II of the Registration Statement, (x) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the Common Shares, including, without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged by the Company or the Underwriter (with the Company's prior consent which shall not unreasonably be withheld) in connection with the road show presentations, lodging expenses of the Underwriter and officers of the Company and any such consultants, and all transportation expenses, in connection with the road show, (xi) a nonaccountable expense allowance payable to the Underwriter equal to two percent (2 %) of the public offering price of the Common Shares payable on the First Closing Date, less the refundable $50,000 deposit already paid by the Company to the Underwriter, (xii) all reasonable expenses of the Underwriter in connection with due diligence meetings with the investment community and (xiii) in addition to the fees and expenses of counsel to the Underwriter specifically identified above in this Section 5(a), all other reasonable fees and expenses of such counsel incurred incident to and in connection with the performance of the Underwriting obligations under and the transactions contemplated by this Agreement. Except as otherwise provided in this Agreement, the Underwriter shall pay its own expenses, including the fees and disbursements of its legal counsel.

(b) On the First Closing Date, the Company shall sell to the Underwriter for an aggregate of $50, a warrant (the "Underwriter's Warrants") entitling the Underwriter to purchase 450,000 shares of Common Stock, at a per share exercise price equal to $_____ (subject to adjustment), which shall first become exercisable one year after the Effective Date and shall remain exercisable for a period of four years thereafter. The Underwriter's Warrant shall be subject to certain transfer restrictions and shall be in substantially the form attached as Appendix A hereto.

6. *Conditions of the Obligations of the Underwriter.* The obligations of the Underwriter to purchase and pay for the Common Shares as provided herein on the First Closing Date and, with respect to the Optional Common Shares, the Second Closing Date, shall be subject to the accuracy of the representations and warranties on the part of the Company set forth in Section 1 hereof as of the date hereof and as of the First Closing Date as though then made and, with respect to the Optional Common Shares, as of the Second Closing Date as though then made, to the timely performance by the Company of its covenants and other obligations hereunder, and to each of the following additional conditions:

(a) *Accountants' Comfort Letter.* On the date hereof, the Underwriter shall have received from Virchow, Krause & Company, LLP, independent public or certified public accountants for the Company, a letter dated the date hereof addressed to the Underwriter, in form and substance satisfactory to the Underwriter, containing statements and information of the type

ordinarily included in accountant's "comfort letters" to underwriters, delivered according to Statement of Auditing Standards No. 72 (or any successor bulletin), with respect to the audited and unaudited financial statements and certain financial information contained in the Registration Statement and the Prospectus.

(b) *Compliance with Registration Requirements; No Stop Order; No Objection from NASD.* For the period from and after effectiveness of this Agreement and prior to the First Closing Date and, with respect to the Optional Common Shares, the Second Closing Date:

(i) the Company, if required, shall have filed the Prospectus with the Commission (including the information required by Rule 430A under the Securities Act) in the manner and within the time period required by Rule 424(b) under the Securities Act; or the Company shall have filed a post-effective amendment to the Registration Statement containing the information required by such Rule 430A, and such post-effective amendment shall have become effective;

(ii) all material required to be filed by the Company pursuant to Rule 433(d) under the Securities Act shall have been filed with the Commission within the applicable time periods prescribed for such filings under such Rule 433;

(iii) no stop order suspending the effectiveness of the Registration Statement, any Rule 462(b) Registration Statement, or any post-effective amendment to the Registration Statement, shall be in effect and no proceedings for such purpose shall have been instituted or threatened by the Commission; and

(iv) the NASD shall have raised no objection to the fairness and reasonableness of the underwriting terms and arrangements.

(c) *No Material Adverse Change.* For the period from and after the date of this Agreement and prior to the First Closing Date and, with respect to the Optional Common Shares, the Second Closing Date: (i) in the judgment of the Underwriter there shall not have occurred any Material Adverse Change, and (ii) there shall not have been any change or decrease specified in the letter referred to in paragraph (a) of this Section 6 which is, in the sole judgment of the Underwriter, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Common Shares as contemplated by the Registration Statement and the Prospectus.

(d) *Opinion of Counsel for the Company*. On each of the First Closing Date and the Second Closing Date, the Underwriter shall have received the favorable opinion of Briggs and Morgan, P.A., counsel for the Company, dated as of such closing date, in form and substance satisfactory to the Underwriter, the form of which is attached as Exhibit A.

(e) *Opinion of Counsel for the Underwriter*. On each of the First Closing Date and the Second Closing Date, the Underwriter shall have received the favorable opinion of Maslon Edelman Borman & Brand, LLP, counsel for the Underwriter, dated as of such closing date in a form satisfactory to the Underwriter.

(f) *Officers' Certificate.* On each of the First Closing Date and the Second Closing Date, the Underwriter shall have received the written certificates executed by the Chairman, President and Chief Executive Officer of the Company and the Executive Vice President and Chief Financial Officer of the Company (who shall be the Company's principal financial and accounting officer), dated as of such closing date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Prospectus and any amendment or supplement thereto, any Issuer Free Writing Prospectus and any amendment or supplement thereto and this Agreement, to the effect set forth in subsection (b) of this Section 6, and further to the effect that:

(i) for the period from and after the date of this Agreement and prior to such closing date, there has not occurred any Material Adverse Change;

(ii) the representations, warranties and covenants of the Company set forth in Sections 1 and 3 of this Agreement are true and correct with the same force and effect as though expressly made on and as of such closing date;

(iii) the Company has complied with all the agreements hereunder and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to such closing date; and

(iv) (A) any financial projections presented to the Underwriter for its review were prepared in good faith and represent the Company management's best estimate of the Company's financial condition following the First Closing Date; and (B) the net proceeds to be derived from the offering that is the subject hereof are sufficient to fund the Company's operations for at least twelve (12) months following the First Closing Date.

(g) *Secretary's Certificate.* On each of the First Closing Date and the Second Closing Date, the Underwriter shall have received the written certificates executed by the Secretary of the Company, dated as of such closing date, in form and substance satisfactory to the Underwriter, certifying as to (i) the incumbency and the signatures of those officers of the Company executing this Agreement and such other certificates or documents contemplated under this Agreement, (ii) the charter or bylaws of the Company, and (iii) the resolutions of the Board of Directors of the Company authorizing the execution and delivery of this Agreement and such other certificates or documents contemplated under this Agreement, a copy of such resolutions to be attached to said certificate.

(h) *Good Standing.* The Underwriter shall have received on and as of the First Closing Date or the Second Closing Date, as the case may be, satisfactory evidence of the good standing of each of the Company and its Subsidiaries in the jurisdiction of their respective organization and their good standing as a foreign entity in such other jurisdictions as the Underwriter may reasonably request, in each case in writing or any standard form from the appropriate Governmental Authorities of such jurisdictions.

(i) *Bring-down Comfort Letter.* On each of the First Closing Date and the Second Closing Date, the Underwriter shall have received from Virchow, Krause & Company, LLP, as

the independent registered public accounting firm for the Company, a letter dated such date, in form and substance satisfactory to the Underwriter to the effect that they reaffirm the statements made in the letter furnished by them pursuant to subsection (a) of this Section 6, except that the specified date referred to therein for the carrying out of procedures shall be no more than three business days prior to the First Closing Date and Second Closing Date, if applicable.

(j) *Lock-Up Agreement from Certain Securityholders of the Company.* On or prior to the date hereof, the Company shall have furnished to the Underwriter an agreement in the form of Exhibit B hereto, or in such other form that is satisfactory to the Underwriter, from each director, officer and each individual or entity owning any capital stock of the Company and each holder of options, warrants or other securities convertible into capital stock of the Company, and such agreement shall be in full force and effect on each of the First Closing Date and the Second Closing Date.

(k) *Additional Documents.* On or before each of the First Closing Date and the Second Closing Date, the Underwriter and counsel for the Underwriter shall have received such information, documents and opinions as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Common Shares as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 6 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Underwriter by notice to the Company at any time on or prior to the First Closing Date and, with respect to the Optional Common Shares, at any time prior to the Second Closing Date, which termination shall be without liability on the part of any party to any other party, except that Section 5, Section 7, Section 9 and Section 10 shall at all times be effective and shall survive such termination.

7. *Reimbursement of Underwriter Expenses*. If this Agreement is terminated by the Underwriter pursuant to Section 6, Section 8 or Section 11, hereof, or if the sale to the Underwriter of the Common Shares on the First Closing Date is not consummated because of any refusal, inability or failure on the part of the Company to perform any agreement herein or to comply with any provision hereof, the Company agrees to reimburse the Underwriter, upon demand, for all out-of-pocket expenses that shall have been reasonably incurred by the Underwriter in connection with the proposed purchase and the offering and sale of the Common Shares, including, but not limited to, fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges, up to the $50,000 deposit already received by the Underwriter. The Company shall have no obligation to the Underwriter for out-of-pocket expenses referenced in this Section 7 to the extent that the Underwriter's out-of-pocket expenses, in the aggregate, exceed $50,000. In the event all such out-of-pocket expenses do not equal or exceed $50,000, the Underwriter shall, as soon as reasonably practicable, pay the Company the difference between the aggregate amount of all such out-of-pocket expenses and $50,000.

8. *Effectiveness of this Agreement.* This Agreement shall not become effective until the later of (i) the execution of this Agreement by the parties hereto, and (ii) notification by the Commission to the Company and the Underwriter of the effectiveness of the Registration Statement under the Securities Act.

Prior to such effectiveness, this Agreement may be terminated by any party by notice to each of the other parties hereto, and any such termination shall be without liability on the part of (a) the Company to the Underwriter, except that the Company shall be obligated to reimburse the expenses of the Underwriter to the extent required by Sections 5 and 7 hereof, (b) the Underwriter to the Company, except as provided in Section 7, or (c) any party hereto to any other party except that the provisions of Section 9 and Section 10 shall at all times be effective and enforceable and shall survive such termination.

9. *Indemnification.*

(a) *Indemnification of the Underwriter.* The Company agrees to indemnify and hold harmless the Underwriter, its officers, directors and employees, and each person, if any, who controls the Underwriter within the meaning of the Securities Act and the Exchange Act, against any loss, claim, damage, liability or expense, joint or several, as incurred, to which the Underwriter, its officers, directors and employees or such controlling person may become subject, under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the prior written consent of the Company), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based (i) upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment thereto, including any information deemed to be a part thereof pursuant to Rule 430A, Rule 430B or Rule 430C under the Securities Act, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) upon any untrue statement or alleged untrue statement of a material fact contained in any Issuer Free Writing Prospectus, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iii) in whole or in part upon any inaccuracy in the representations and warranties of the Company contained herein; or (iv) in whole or in part upon any failure of the Company or any of its Subsidiaries to perform its obligations hereunder or under law; or (v) any act or failure to act or any alleged act or failure to act by the Underwriter in connection with, or relating in any manner to, the Common Stock or the offering contemplated hereby, and which is included as part of or referred to in any loss, claim, damage, liability or action arising out of or based upon any matter covered by clause (i) through (iv) above, provided that the Company shall not be liable under this clause (v) to the extent that a court of competent jurisdiction shall have determined by a final judgment that such loss, claim, damage, liability or action resulted directly from any such acts or failures to act undertaken or omitted to be taken by the Underwriter through its gross negligence, bad faith or willful misconduct; and to reimburse the Underwriter, its officers, directors and employees and each such controlling person for any and all expenses (including the fees and disbursements of counsel for the Underwriter chosen by the Underwriter) as such expenses are reasonably incurred by the Underwriter, officer, director, employee, or such controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that (A) the foregoing indemnity agreement shall not apply to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with

written information furnished to the Company by the Underwriter expressly for use in the Registration Statement, any Issuer Free Writing Prospectus, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto); and (B) that with respect to any preliminary prospectus, the foregoing indemnity agreement shall not inure to the benefit of the Underwriter or any person controlling the Underwriter if copies of any subsequent preliminary prospectus were timely delivered to such Underwriter and a copy of such subsequent preliminary prospectus was not sent or given by or on behalf of the Underwriter to such person, if required by law so to have been delivered, at or prior to the written confirmation of the sale of the Common Shares to such person, and if a court of competent jurisdiction shall have determined by a final non-appealable judgment that the subsequent preliminary prospectus would have cured the defect giving rise to such loss, claim, damage, liability or expense. The indemnity agreement set forth in this Section 9(a) shall be in addition to any liabilities that the Company may otherwise have.

(b) *Indemnification of the Company, its Directors and Officers*. The Underwriter agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which the Company, or any such director, officer or controlling person may become subject, under the Securities Act, the Exchange Act, or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the prior written consent of the Underwriter), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any Issuer Free Writing Prospectus, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto), or arises out of or is based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Issuer Free Writing Prospectus, any preliminary prospectus, or the Prospectus (or any amendment or supplement thereto), in reliance upon and in conformity with written information furnished to the Company by the Underwriter expressly for use therein; and to reimburse the Company, or any such director, officer or controlling person, for any legal and other expenses (subject to Section 9(c) hereof) reasonably incurred by the Company, or any such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The Company hereby acknowledges that the only information that the Underwriter has furnished to the Company expressly for use in the Registration Statement, any Issuer Free Writing Prospectus, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) are the statements set forth under “Commissions and Expenses,” “Lock-Up Agreement” (but excluding the first two sentences thereof), “Stabilization; Short Positions and Penalty Bids,” and “Discretionary Accounts” subheadings under the caption “Underwriting” in the Prospectus. The indemnity agreement set forth in this Section 9(b) shall be in addition to any liabilities that the Underwriter may otherwise have.

(c) *Notifications and Other Indemnification Procedures.* Promptly after receipt by an indemnified party under this Section 9 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 9, notify the indemnifying party in writing of the commencement thereof, but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party for contribution or otherwise than under the indemnity agreement contained in this Section 9 or to the extent it is not prejudiced as a proximate result of such failure. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 9 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (together with local counsel), approved by the indemnifying party representing the indemnified parties who are parties to such action) or (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party.

(d) *Settlements.* The indemnifying party under this Section 9 shall not be liable for any settlement of any proceeding effected without its prior written consent, but if settled with such consent or if there be a final non-appealable judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by Section 9(c) hereof, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request, including notice of the terms of such settlement, and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or

consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

10. *Contribution*. If the indemnification provided for in Section 9 is for any reason held to be unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriter, on the other hand, from the offering of the Common Shares pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Underwriter, on the other hand, in connection with the statements or omissions or inaccuracies in the representations and warranties herein which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriter, on the other hand, in connection with the offering of the Common Shares pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Common Shares pursuant to this Agreement (before deducting expenses) received by the Company, and the total underwriting discount received by the Underwriter, in each case as set forth on the front cover page of the Prospectus, bear to the aggregate initial public offering price of the Common Shares as set forth on such cover page. The relative fault of the Company, on the one hand, and the Underwriter, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact or any such inaccurate or alleged inaccurate representation or warranty relates to information supplied by the Company, on the one hand, or the Underwriter, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 9(c), any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in Section 9(c) with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this Section 10; provided, however, that no additional notice shall be required with respect to any action for which notice has been given under Section 9(c) for purposes of indemnification.

The Company and the Underwriter agree that it would not be just and equitable if contribution pursuant to this Section 10 were determined by pro rata allocation or by any other method of

allocation which does not take account of the equitable considerations referred to in this Section 10.

Notwithstanding the provisions of this Section 10, the Underwriter shall not be required to contribute any amount in excess of the underwriting commissions or discount received by the Underwriter in connection with the Common Shares underwritten by it and distributed to the public. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 10, each officer, director and employee of the Underwriter and each person, if any, who controls the Underwriter within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement, and each person, if any, who controls the Company with the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Company.

11. *Termination of this Agreement.* Prior to the First Closing Date, this Agreement may be terminated by the Underwriter by notice given to the Company if at any time (a) trading in or listing of any of the Company's securities shall have been suspended or limited by the Commission or by The Nasdaq Capital Market or trading in securities generally on either The Nasdaq Stock Market or the New York Stock Exchange shall have been suspended or limited, or minimum or maximum prices shall have been generally established on any of such stock exchanges by the Commission or the NASD; (b) a general banking moratorium shall have been declared by any federal, New York, Delaware or Minnesota authorities or a material disruption in commercial banking or securities settlement or clearing services in the United States has occurred; or (c) there shall have occurred any outbreak or escalation of national or international hostilities or any crisis or calamity, or any change in the United States or international financial markets, or any substantial change or development involving a prospective substantial change in the United States' or international political, financial or economic conditions, as in the reasonable judgment of the Underwriter is material and adverse and makes it impracticable or inadvisable to market the Common Shares in the manner and on the terms described in the Prospectus or to enforce contracts for the sale of securities; (d) in the judgment of the Underwriter, there shall have occurred any Material Adverse Change; or (e) the Company shall have sustained a loss by strike, fire, flood, earthquake, storm, accident or other calamity of such character as in the reasonable judgment of the Underwriter may interfere materially with the conduct of the business and operations of the Company regardless of whether or not such loss shall have been insured. Any termination pursuant to this Section 11 shall be without liability on the part of (x) the Company to the Underwriters, except that the Company shall be obligated to reimburse the expenses of the Underwriter pursuant to Section 5 and Section 7 hereof, (y) the Underwriters to the Company, or (z) any party hereto to any other party, except that the provisions of Section 9 and Section 10 shall at all times be effective and shall survive such termination.

12. *No Advisory or Fiduciary Responsibility*. The Company acknowledges and agrees that: (i) the purchase and sale of the Common Shares pursuant to this Agreement, including the determination of the public offering price of the Common Shares and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriter, on the other hand, and the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions

contemplated by this Agreement; (ii) in connection with each transaction contemplated hereby and the process leading to such transaction the Underwriter is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary of the Company or its Subsidiaries, affiliates, stockholders, creditors or employees or any other party; (iii) the Underwriter has not assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Company with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether the Underwriter has advised or is currently advising the Company on other matters) and the Underwriter has no any obligation to the Company with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement; (iv) the Underwriter and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and that the Underwriter has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Underwriter has not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriter with respect to the subject matter hereof. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the Underwriter with respect to any breach or alleged breach of agency or fiduciary duty.

13. *Representations and Indemnities to Survive Delivery.* The respective indemnities, agreements, representations, warranties and other statements of the Company and its Subsidiaries, its officers and of the Underwriter set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Underwriter or the Company or any of its or their partners, officers or directors or any controlling person, as the case may be, and will survive delivery of and payment for the Common Shares sold hereunder and any termination of this Agreement.

14. *Notices.* All communications hereunder shall be in writing and shall be mailed, hand delivered or telecopied and confirmed to the parties hereto as follows:

If to the Underwriter:

Feltl and Company, Inc.
225 South Sixth Street, Suite 4200
Minneapolis, MN 55402
Attention: John C. Feltl

with copies to:

Maslon Edelman Borman & Brand, LLP
90 South 7th Street, Suite 3300
Minneapolis, MN 55402
Facsimile: (612) 672-8397
Attn: William M. Mower, Esq.

If to the Company or its Subsidiaries:

Wireless Ronin Technologies, Inc.
14700 Martin Drive
Eden Prairie, MN 55344
Facsimile: (952) 974-7887
Attention: Jeffrey C. Mack

with a copy to:

Briggs and Morgan, P.A.
80 South 8th Street, Suite 2200
Minneapolis, MN 55402
Facsimile: (612) 977-8650
Attention: Avron L. Gordon, Esq.

Any party hereto may change the address for receipt of communications by giving written notice to the others.

15. *Successors.* This Agreement will inure to the benefit of and be binding upon the parties hereto and to the benefit of the employees, officers and directors and controlling persons referred to in Section 9 and Section 10, and in each case their respective successors, and no other person will have any right or obligation hereunder. The term "successors" shall not include any purchaser of the Common Shares from the Underwriter merely by reason of such purchase.

16. *Partial Unenforceability.* The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

17. *Governing Law and Consent to Jurisdiction.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MINNESOTA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SUCH STATE. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY ("RELATED PROCEEDINGS") MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN HENNEPIN COUNTY, MINNESOTA, OR THE COURTS OF THE STATE OF MINNESOTA IN EACH CASE LOCATED IN MINNEAPOLIS OR ST. PAUL, MINNESOTA (COLLECTIVELY, THE "SPECIFIED COURTS"), AND EACH OF THE COMPANY, ITS SUBSIDIARIES AND THE UNDERWRITER IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION (EXCEPT FOR PROCEEDINGS INSTITUTED IN REGARD TO THE ENFORCEMENT OF A JUDGMENT OF ANY SUCH COURT (A "RELATED JUDGMENT"), AS TO WHICH SUCH JURISDICTION IS NON-EXCLUSIVE) OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH ABOVE SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT.

EACH OF THE COMPANY, ITS SUBSIDIARIES AND THE UNDERWRITER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING IN THE SPECIFIED COURTS AND IRREVOCABLY AND UNCONDITIONALLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

18. *General Provisions.* This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing signed by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

Each of the parties hereto acknowledges that it is a sophisticated business person who was adequately represented by counsel during negotiations regarding the provisions hereof, including, without limitation, the indemnification provisions of Section 9 and the contribution provisions of Section 10, and is fully informed regarding said provisions. Each of the parties hereto further acknowledges that the provisions of Sections 9 and 10 hereto fairly allocate the risks in light of the ability of the parties to investigate the Company, its affairs and its business in order to assure that adequate disclosure has been made in the Registration Statement, any preliminary prospectus and the Prospectus (and any amendments and supplements thereto), as required by the Securities Act and the Exchange Act.

[SIGNATURE PAGES FOLLOW]

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

WIRELESS RONIN TECHNOLOGIES, INC.

By: _____
Jeffrey C. Mack
Chairman, President and Chief Executive Officer

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

FELTL AND COMPANY, INC.

By: _____
John C. Feltl
Director of Capital Markets

SCHEDULE 1

SCHEDULE OF FREE WRITING PROSPECTUSES
INCLUDED IN THE DISCLOSURE PACKAGE

EXHIBIT A

FORM OF OPINION OF COUNSEL FOR THE COMPANY

EXHIBIT B

FORM OF LOCK-UP AGREEMENT

APPENDIX A

FORM OF UNDERWRITER'S WARRANT AGREEMENT

UNDERWRITER'S WARRANT AGREEMENT dated as of , 2006 (this "Agreement"), between Wireless Ronin Technologies, Inc., a Minnesota corporation (the "Company"), and Feltl and Company, Inc. (hereinafter referred to as the "Underwriter").

W I T N E S S E T H:

WHEREAS, the Company proposes to issue to the Underwriter warrants (the "Warrants") to purchase up to an aggregate of 450,000 (as such number may be adjusted from time to time pursuant to Article 8 of this Warrant Agreement) shares (the "Shares") of common stock, $.01 par value per share (the "Common Stock"), of the Company; and

WHEREAS, the Underwriter has agreed, pursuant to the underwriting agreement (the "Underwriting Agreement") dated between the Underwriter and the Company, to act as the Underwriter in connection with the Company's proposed public offering (the "Public Offering") of 4,500,000 shares of Common Stock (the "Public Shares") at an initial public offering price of $ per Public Share; and

WHEREAS, the Warrants issued pursuant to this Agreement are being issued by the Company to the Underwriter or to its designees who are officers or partners of the Underwriter (collectively, the "Designees"), in consideration for, and as part of the Underwriter's compensation in connection with the Underwriting Agreement;

NOW, THEREFORE, in consideration of the premises, the payment by the Underwriter to the Company of the aggregate amount of fifty dollars ($50.00), the agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant. The Underwriter and/or the Designees are hereby granted the right to purchase up to an aggregate of fully-paid and non-assessable Shares at an initial exercise price (subject to adjustment as provided in Article 6 hereof) of $ per Share at any time from until 5:00 P.M., Minneapolis, Minnesota time, on (the "Underlying Share Warrant Term"). The Shares are in all respects identical to the Public Shares being sold to the public pursuant to the terms and provisions of the Underwriting Agreement.

2. Exercise of Warrant.

2.1 Cash Exercise. The Warrants initially are exercisable at a price of $ per Share, payable in cash or by check to the order of the Company, or any combination thereof, subject to adjustment as provided in Article 8 hereof. Upon surrender of the Warrant Certificate(s) with the annexed Form of Election to Purchase duly executed, together with payment of the Exercise Price (as hereinafter defined) for the Shares, at the Company's principal office (located at 14700 Martin Drive, Eden Prairie, Minnesota 55344), the registered holder of a Warrant Certificate ("Holder" or "Holders") shall be entitled to receive a certificate or certificates for the Shares so purchased. The purchase rights represented by the Warrant

Certificate are exercisable at the option of the Holder hereof, in whole or in part. In the case of the purchase of less than all of the Shares purchasable under any Warrant Certificate, the Company shall cancel said Warrant Certificate upon the surrender thereof and shall execute and deliver a new Warrant Certificate of like tenor for the balance of the Shares.

2.2 Cashless Exercise. At any time during the Warrant Exercise Term, the Holder may, at the Holder's option, exchange, in whole or in part, the Warrants represented by such Holder's Warrant Certificate which are exercisable for the purchase of Shares into the number of Shares determined in accordance with this Section 2.2 (a "Warrant Exchange"), by surrendering such Warrant Certificate at the principal office of the Company or at the office of its transfer agent, accompanied by a notice stating such Holder's intent to effect such exchange, the number of Warrants to be so exchanged and the date on which the Holder requests that such Warrant Exchange occur (the "Notice of Exchange"). The Warrant Exchange shall take place on the date specified in the Notice of Exchange or, if later, the date the Notice of Exchange is received by the Company or at the office of its transfer agent, as applicable (the "Exchange Date"). Certificates for the Shares issuable upon such Warrant Exchange and, if applicable, a new Warrant Certificate of like tenor representing the Warrants which were subject to the surrendered Warrant Certificate and not included in the Warrant Exchange, shall be issued as of the Exchange Date and delivered to the Holder within three (3) business days following the Exchange Date. In connection with any Warrant Exchange, the Holder shall be entitled to subscribe for and acquire (i) the number of Shares (rounded to the next highest integer) which would, but for such Warrant Exchange, then be issuable pursuant to the provisions of Section 2.1 above upon the exercise of the Warrants specified by the Holder in its Notice of Exchange (the "Total Share Number") less (ii) the number of Shares equal to the quotient obtained by dividing (a) the product of the Total Share Number and the existing Exercise Price per Share (as hereinafter defined) by (b) the Market Price (as hereinafter defined) of a Public Share on the trading day immediately preceding the Exchange Date. "Market Price" at any date shall be deemed to be the closing sale price or, in case no reported sales takes place on such day, the average of the closing sale prices for the last three (3) consecutive trading days on which reported sales have taken place, in either case as officially reported by the principal securities exchange on which the Common Stock is listed or admitted to trading or as reported in the Nasdaq Capital Market, or, if the Common Stock is not listed or admitted to trading on any national securities exchange or quoted on the Nasdaq Capital Market, the closing bid price as furnished by (i) the National Association of Securities Dealers, Inc. through the OTC Bulletin Board or successor trading market, or (ii) if not listed on the OTC Bulletin Board (or its successor market), the "pink sheets." If the Common Stock is listed or admitted to trading or as reported in the Nasdaq Capital Market, or, if the Common Stock is not listed or admitted to trading on any national securities exchange or quoted on the Nasdaq Capital Market, and bid prices are not furnished by the National Association of Securities Dealers, Inc. through the OTC Bulletin Board or successor trading market, or the "pink sheets," then the Market Price shall be determined by the Company's Board of Directors in good faith

3. Issuance of Certificates.

Upon the exercise of the Warrants, the issuance of certificates for the Shares purchased shall be made no later than three (3) business days thereafter without charge to the

Holder thereof including, without limitation, any tax which may be payable in respect of the issuance thereof, and such certificates shall (subject to the provisions of Article 5 hereof) be issued in the name of, or in such names as may be directed by, the Holder thereof; provided, however, that the Company shall not be required to pay any transfer tax which may be payable in respect of any transfer involved in the issuance and delivery of any such certificates in a name other than that of the Holder, and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

The certificates representing the Shares shall be executed on behalf of the Company by the manual or facsimile signature of the present or any future Chief Executive Officer or President of the Company under its corporate seal (if any) reproduced thereon, attested to by the manual or facsimile signature of the present or any future Secretary or Assistant Secretary of the Company. Warrant Certificates shall be dated the date of execution by the Company upon initial issuance, division, exchange, substitution or transfer.

Upon exercise, in part or in whole, of the Warrants, certificates representing the Shares purchased (the "Warrant Securities"), shall bear a legend substantially similar to the following:

"The securities represented by this certificate and the other securities issuable upon exercise thereof have not been registered for purposes of public distribution under the Securities Act of 1933, as amended (the "Act"), and may not be offered, sold or transferred except (i) pursuant to an effective registration statement under the Act, or (ii) upon the delivery by the holder to the Company of an opinion of counsel, reasonably satisfactory to counsel to the Company, stating that an exemption from registration under such Act is available."

4. Restriction on Transfer of Warrants. The Holder of a Warrant Certificate, by the Holder's acceptance thereof, covenants and agrees that the Warrants are being acquired as an investment and not with a view to the distribution thereof, and that the Warrants may not be sold during the Public Offering, or sold, transferred, assigned, pledged or hypothecated, or be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of the Warrants for a period of three hundred sixty (360) days from , except to the Underwriter or the Designees, provided that any portion of the Warrant so transferred shall remain subject to the above restriction for the remainder of the restriction period.

5. Price.

5.1 Initial and Adjusted Exercise Price. The initial exercise price of each Warrant shall be $ per Share. The adjusted Exercise Price per Share shall be the prices which shall result from time to time from any and all adjustments of the initial Exercise Price per Share in accordance with the provisions of Article 8 hereof.

5.2 Exercise Price. The term "Exercise Price" herein shall mean the initial exercise price or the adjusted exercise price, depending upon the context.

6. Registration Rights.

6.1 Registration Under the Securities Act of 1933. None of the Warrants or the Shares have been registered for purposes of public distribution under the Securities Act of 1933, as amended (the "Act").

6.2 Registrable Securities. As used herein, the term "Registrable Security" means the Shares and any shares of Common Stock issued upon any stock split or stock dividend in respect of such Shares; provided, however, that with respect to any particular Registrable Security, such security shall cease to be a Registrable Security when, as of the date of determination, (i) it has been registered under the Act and disposed of pursuant thereto, (ii) registration under the Act is no longer required for the Holder for subsequent public distribution of such security without regard to volume restrictions under Rule 144 promulgated under the Act or otherwise, or (iii) it has ceased to be outstanding. The term "Registrable Securities" means any and/or all of the securities falling within the foregoing definition of a "Registrable Security." In the event of any merger, reorganization, consolidation, recapitalization or other change in corporate structure affecting the Common Stock, such adjustment shall be made in the definition of "Registrable Security" as is appropriate in order to prevent any dilution or enlargement of the rights granted pursuant to this Article 7.

6.3 Piggyback Registration. If, within seven (7) years following the effective date of the Public Offering, the Company proposes to prepare and file one or more post-effective amendments to the registration statement filed in connection with the Public Offering or any new registration statement or post-effective amendments thereto covering equity or debt securities of the Company, or any such securities of the Company held by its shareholders (in any such case, other than in connection with a merger, acquisition, pursuant to Form S-8 or successor form, or on any form which does not include substantially the same information as would be required to be included in a registration statement covering the sale of Registrable Securities) (for purposes of this Article 7, collectively, the "Registration Statement"), it will give written notice of its intention to do so by certified mail, return receipt requested ("Notice"), at least thirty (30) days prior to the filing of each such Registration Statement, to all Holders of the Registrable Securities. Upon the written request of such a Holder (a "Requesting Holder"), made within twenty (20) days after receipt by the Holder of the Notice, that the Company include any of the Requesting Holder's Registrable Securities in the proposed Registration Statement, the Company shall, as to each such Requesting Holder, use its best efforts to effect the registration under the Act of the Registrable Securities which it has been so requested to register ("Piggyback Registration"), at the Company's sole cost and expense and at no cost or expense to the Requesting Holders (except as provided in Section 6.5(b) hereof).

Notwithstanding the provisions of this Section 6.3, the Company shall have the right at any time after it shall have given written notice pursuant to this Section 6.3 (irrespective of whether any written request for inclusion of Registrable Securities shall have already been made) to elect not to file any such proposed Registration Statement, or to withdraw

the same after the filing but prior to the effective date thereof, without incurring any liability to any holder of Registrable Securities.

6.4 Demand Registration.

(a) At any time beginning at such time as the Company is eligible to use a registration statement on Form S-3 under the Act (or applicable successor form) for secondary offerings of securities and ending five (5) years after the effective date of the Public Offering, any "Majority Holder" (as such term is defined in Section 6.4(c) below) of the Registrable Securities shall have the right (which right is in addition to the piggyback registration rights provided for under Section 6.3 hereof), exercisable by written notice to the Company (the "Demand Registration Request"), to have the Company prepare and file with the Securities and Exchange Commission (the "Commission") on one occasion, at the sole expense of the Company (except as provided in Section 6.5(b) hereof), a Registration Statement on Form S-3 (or applicable successor form) and such other documents, including a prospectus, as may be necessary (in the opinion of both counsel for the Company and counsel for such Majority Holder) in order to comply with the provisions of the Act, so as to permit a public offering and sale of the Registrable Securities by the Holders thereof. The Company shall use its best efforts to cause the Registration Statement to become effective under the Act so as to permit a public offering and sale of the Registrable Securities by the Holders thereof. Once effective, the Company will use its best efforts to maintain the effectiveness of the Registration Statement until the earlier of (i) the date that all of the Registrable Securities have been sold or (ii) the date the Holders thereof receive an opinion of counsel to the Company that all of the Registrable Securities may be freely traded without registration and without volume restrictions under the Act under Rule 144 promulgated under the Act or otherwise.

(b) The Company covenants and agrees to give written notice of any Demand Registration Request to all Holders of the Registrable Securities within ten (10) business days from the date of the Company's receipt of any such Demand Registration Request. After receiving notice from the Company as provided in this Section 6.4(b), holders of Registrable Securities may request the Company to include their Registrable Securities in the Registration Statement to be filed pursuant to Section 6.4(a) hereof by notifying the Company of their decision to have such securities included within fifteen (15) business days of their receipt of the Company's notice.

(c) The term "Majority Holder" as used in Section 6.4 hereof shall mean any Holder or any combination of Holders of Registrable Securities, if included in such Holders' Registrable Securities, that hold an aggregate number of shares of Common Stock (including Shares already issued, Shares issuable pursuant to the exercise of outstanding Warrants) as would constitute a majority of the aggregate number of shares of Common Stock outstanding (including Shares already issued and Shares issuable pursuant to the exercise of outstanding Warrants) that are Registrable Securities.

6.5 Covenants of the Company With Respect to Registration. The Company covenants and agrees as follows:

(a) In connection with any registration under Section 6.4 hereof, the Company shall file the Registration Statement as expeditiously as possible, but in any event no later than thirty (30) days following receipt of any demand therefor, shall use its best efforts to have any such Registration Statement declared effective at the earliest possible time, and shall furnish each Holder of Registrable Securities such number of prospectuses as shall reasonably be requested.

(b) The Company shall pay all costs, fees and expenses (other than underwriting fees, discounts and nonaccountable expense allowance applicable to the Registrable Securities and fees and expenses of counsel retained by the Holders of Registrable Securities) in connection with all Registration Statements filed pursuant to Sections 6.3 and 6.4(a) hereof including, without limitation, the Company's legal and accounting fees, printing expenses, and blue sky fees and expenses and any fees due to the National Association of Securities Dealers, Inc ("NASD") related to such registration or sale of any of the Registrable Securities.

(c) The Company will take all necessary action which may be required in qualifying or registering the Registrable Securities included in the Registration Statement for offering and sale under the securities or blue sky laws of such states as are requested by the Holders of such securities and for obtaining the clearance of NASD member firms to participate in the distribution of such Registrable Securities.

(d) The Company shall indemnify any Holder of the Registrable Securities to be sold pursuant to any Registration Statement and any underwriter or person deemed to be an underwriter under the Act and each person, if any, who controls such Holder or underwriter or person deemed to be an underwriter within the meaning of Section 15 of the Act or Section 20(a) of the Securities Exchange Act of 1934, as amended ("Exchange Act"), against all loss, claim, damage, expense or liability (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) to which any of them may become subject under the Act, the Exchange Act or otherwise, arising from such registration statement to the same extent and with the same effect as the provisions pursuant to which the Company has agreed to indemnify the Underwriter as set forth in Section 9 of the Underwriting Agreement and to provide for just and equitable contribution as set forth in Section 10 of the Underwriting Agreement.

(e) Any Holder of Registrable Securities to be sold pursuant to a registration statement, and such Holder's successors and assigns, shall severally, and not jointly, indemnify the Company, its officers and directors and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act, against all loss, claim, damage, expense or liability (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) to which any of them may become subject under the Act, the Exchange Act or otherwise, arising from information furnished by or on behalf of such Holder, or such Holder's successors or assigns, for specific inclusion in such Registration Statement to the same extent and with the same effect as the provisions pursuant to which the Underwriter has agreed to indemnify the Company as set forth

in Section 9 of the Underwriting Agreement and to provide for just and equitable contribution as set forth in Section 10 of the Underwriting Agreement.

(f) Nothing contained in this Agreement shall be construed as requiring any Holder to exercise the Warrants held by such Holder prior to the initial filing of any registration statement or the effectiveness thereof.

(g) If the Company shall fail to comply with the provisions of this Article 7, the Company shall, in addition to any other equitable or other relief available to the Holders of Registrable Securities, be liable for any or all incidental, special and consequential damages sustained by the Holders of Registrable Securities requesting registration of their Registrable Securities.

(h) In connection with any offering involving an underwriting of shares of the Company's Common Stock pursuant to Section 6.3, the Company shall not be required to include any of the Registrable Securities in such underwriting unless the Holders accept the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters determine in their sole discretion will not jeopardize the success of the offering by the Company. If the total number of securities to be included in such offering, including the Registrable Securities requested by Holders to be included therein, exceeds the amount of securities that the underwriters determine in their reasonable discretion is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company determine in their sole discretion will not jeopardize the success of the offering. In the event that the underwriters determine that less than all of the securities proposed to be included in such offering (including the Registrable Securities requested to be registered) can be so included, then the securities that are included in such offering shall be allocated in the following manner: (i) to the Company and, if there is a balance remaining, (ii) to the Holders and the other stockholders holding rights as selling security holders, but excluding any stockholder who is an officer or director of the Company, provided that if the balance remaining is not sufficient to include in the offering all of the Registrable Securities and other securities requested to be registered by the Holders and such other stockholders, the number of Registrable Securities and other securities to be included for any such holder shall be determined pro rata based on the proportionate number of Registrable Securities and other securities then held (regardless of whether or not any such Holder or other stockholder has requested that all such Registrable Securities or other securities be included). If there is a balance remaining after all of the Registrable Securities and other securities requested to be registered by the Company, the Holders and such other stockholders, then securities of the Company held by officers and directors of the Company may be included in such offering.

(i) The Company shall promptly deliver copies of all correspondence between the Commission and the Company, its counsel or its auditors with respect to the Registration Statement to each Holder of Registrable Securities included for registration in such Registration Statement pursuant to Section 6.3 hereof or Section 6.4 hereof requesting such correspondence and to the managing underwriter, if any, of the offering in connection with which such Holder's Registrable Securities are being registered and shall permit each Holder of Registrable Securities and such underwriter to do such reasonable investigation,

upon reasonable advance notice, with respect to information contained in or omitted from the Registration Statement as it deems reasonably necessary to comply with applicable securities laws or rules of the NASD. Such investigation shall include access to books, records and properties and opportunities necessary or helpful to discuss the business of the Company with its officers and independent auditors, all to such reasonable extent and at such reasonable times and as often as any such Holder of Registrable Securities or underwriter shall reasonably request; provided, that the Company may require each such Holder or underwriter to enter into reasonable confidentiality and non-disclosure agreements with respect to the information contained in or derived from such investigations.

7. Adjustments of Exercise Price and Number of Securities. The following adjustments apply to the Exercise Price of the Warrants with respect to the Shares and the number of Shares purchasable upon exercise of the Warrants.

7.1 Computation of Adjusted Price. In case the Company shall at any time after the date hereof pay a dividend in shares of Common Stock or make a distribution in shares of Common Stock, then upon such dividend or distribution, the Exercise Price in effect immediately prior to such dividend or distribution shall forthwith be reduced to a price determined by dividing:

(a) an amount equal to the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution multiplied by the Exercise Price in effect immediately prior to such dividend or distribution, by

(b) the total number of shares of Common Stock outstanding immediately after such issuance or sale.

For the purposes of any computation to be made in accordance with the provisions of this Section 7.1, the Common Stock issuable by way of dividend or other distribution on any stock of the Company shall be deemed to have been issued immediately after the opening of business on the date following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution.

7.2 Subdivision and Combination. In case the Company shall at any time subdivide or combine the outstanding shares of Common Stock, the Exercise Price shall forthwith be proportionately decreased in the case of subdivision or proportionately increased in the case of combination.

7.3 Adjustment in Number of Securities. Upon each adjustment of the Exercise Price pursuant to the provisions of this Article 7, the number of Shares issuable upon the exercise of each Warrant shall be adjusted to the nearest full number by multiplying a number equal to the Exercise Price in effect immediately prior to such adjustment by the number of Shares issuable upon exercise of the Warrants immediately prior to such adjustment and dividing the product so obtained by the adjusted Exercise Price.

7.4 Reclassification, Consolidation, Merger, etc. In case of any reclassification or change of the outstanding shares of Common Stock (other than a change in par value to no par value, or from no par value to par value, or as a result of a subdivision or combination), or in the case of any consolidation of the Company with, or merger of the Company into, another corporation (other than a consolidation or merger in which the Company is the surviving corporation and which does not result in any reclassification or change of the outstanding shares of Common Stock, except a change as a result of a subdivision or combination of such shares or a change in par value, as aforesaid), or in the case of a sale or conveyance to another corporation of all or substantially all of the assets of the Company, the Holders shall thereafter have the right to purchase the kind and number of shares of stock and other securities and property receivable upon such reclassification, change, consolidation, merger, sale or conveyance as if the Holders were the owners of the Shares immediately prior to any such events, at a price equal to the product of (x) the number of shares of Common Stock issuable upon exercise of the Holders' Warrants and (y) the exercise prices for the Warrants in effect immediately prior to the record date for such reclassification, change, consolidation, merger, sale or conveyance as if such Holders had exercised the Warrants.

7.5 Determination of Outstanding Common Shares. The number of Common Shares at any one time outstanding shall include the aggregate number of shares issued and the aggregate number of shares issuable upon the exercise of options, rights, warrants and upon the conversion or exchange of convertible or exchangeable securities.

7.6 Dividends and Other Distributions with Respect to Outstanding Securities. In the event that the Company shall at any time prior to the exercise of all Warrants make any distribution of its assets to holders of its Common Stock as a liquidating or a partial liquidating dividend, then the Holder of Warrants who exercises its Warrants after the record date for the determination of those Holders of Common Stock entitled to such distribution of assets as a liquidating or partial liquidating dividend shall be entitled to receive for the exercise price per Warrant, in addition to each share of Common Stock, the amount of such distribution (or, at the option of the Company, a sum equal to the value of any such assets at the time of such distribution as determined by the Board of Directors of the Company in good faith) which would have been payable to such Holder had he been the Holder of record of the Common Stock receivable upon exercise of his Warrant on the record date for the determination of those entitled to such distribution. At the time of any such dividend or distribution, the Company shall make appropriate reserves to ensure the timely performance of the provisions of this Subsection 7.6.

7.7 Subscription Rights for Shares of Common Stock or Other Securities. In the case that the Company or an affiliate of the Company shall at any time after the date hereof and prior to the exercise of all the Warrants issue any rights, warrants or options to subscribe for shares of Common Stock or any other securities of the Company or of such affiliate to all the shareholders of the Company, the Holders of unexercised Warrants on the record date set by the Company or such affiliate in connection with such issuance of rights, warrants or options shall be entitled, in addition to the shares of Common Stock or other securities receivable upon the exercise of the Warrants, to receive such rights, warrants or options that such Holders would have been entitled to receive had they been, on such record date, the holders of record of the number of whole shares of Common Stock then issuable upon

exercise of their outstanding Warrants (assuming for purposes of this Section 7.7, that the exercise of the Warrants is permissible immediately upon issuance).

8. Exchange and Replacement of Warrant Certificates.

Each Warrant Certificate is exchangeable without expense, upon the surrender thereof by the registered Holder at the principal executive office of the Company, for a new Warrant Certificate of like tenor and date representing in the aggregate the right to purchase the same number of securities in such denominations as shall be designated by the Holder thereof at the time of such surrender.

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of any Warrant Certificate and, in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it, and reimbursement to the Company of all reasonable expenses incidental thereto, and upon surrender and cancellation of the Warrant Certificate, if mutilated, the Company will make and deliver a new Warrant Certificate of like tenor in lieu thereof.

9. Elimination of Fractional Interests. The Company shall not be required to issue certificates representing fractions of Shares upon the exercise of the Warrants, nor shall it be required to issue scrip or pay cash in lieu of fractional interests, it being the intent of the parties that all fractional interests shall be eliminated by rounding any fraction up to the nearest whole number of Shares.

10. Reservation and Listing of Securities. The Company shall at all times reserve and keep available out of its authorized shares of Common Stock, solely for the purpose of issuance upon the exercise of the Warrants, such number of shares of Common Stock as shall be issuable upon the exercise thereof. The Company covenants and agrees that, upon exercise of the Warrants and payment of the Exercise Price therefor, all Shares issuable upon such exercise shall be duly and validly issued, fully paid, non-assessable and not subject to the preemptive rights of any shareholder. As long as the Warrants shall be outstanding, the Company shall use its best efforts to cause all shares of Common Stock issuable upon the exercise of the Warrants to be listed on the Nasdaq Capital Market, or any successor trading market on which the Common Stock may be listed and/or quoted.

11. Notices to Warrant Holders.

Nothing contained in this Agreement shall be construed as conferring upon the Holder or Holders the right to vote or to consent or to receive notice as a shareholder in respect of any meetings of shareholders for the election of directors or any other matter, or as having any rights whatsoever as a shareholder of the Company. If, however, at any time prior to the expiration of the Warrants and their exercise, any of the following events shall occur:

(a) the Company shall take a record of the holders of its shares of Common Stock for the purpose of entitling them to receive a dividend or distribution payable otherwise than in cash, or a cash dividend or distribution payable otherwise than out of current or

retained earnings, as indicated by the accounting treatment of such dividend or distribution on the books of the Company; or

(b) the Company shall offer to all the holders of its Common Stock any additional shares of capital stock of the Company or securities convertible into or exchangeable for shares of capital stock of the Company, or any option, right or warrant to subscribe therefor; or

(c) a dissolution, liquidation or winding up of the Company (other than in connection with a consolidation or merger) or a sale of all or substantially all of its property, assets and business as an entirety shall be proposed; or

(d) reclassification or change of the outstanding shares of Common Stock (other than a change in par value to no par value, or from no par value to par value, or as a result of a subdivision or combination), consolidation of the Company with, or merger of the Company into, another corporation (other than a consolidation or merger in which the Company is the surviving corporation and which does not result in any reclassification or change of the outstanding shares of Common Stock, except a change as a result of a subdivision or combination of such shares or a change in par value, as aforesaid), or a sale or conveyance to another corporation of the property of the Company as an entirety is proposed; or

(e) The Company or an affiliate of the Company shall propose to issue any rights to subscribe for shares of Common Stock or any other securities of the Company or of such affiliate to all the shareholders of the Company;

then, in any one or more of said events, the Company shall give written notice to the Holder or Holders of such event at least fifteen (15) business days prior to the date fixed as a record date or the date of closing the transfer books for the determination of the shareholders entitled to such dividend, distribution, convertible or exchangeable securities or subscription rights, options or warrants, or entitled to vote on such proposed dissolution, liquidation, winding up or sale. Such notice shall specify such record date or the date of closing the transfer books, as the case may be. Failure to give such notice or any defect therein shall not affect the validity of any action taken in connection with the declaration or payment of any such dividend or distribution, or the issuance of any convertible or exchangeable securities or subscription rights, options or warrants, or any proposed dissolution, liquidation, winding up or sale.

12. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed to have been duly made when delivered, or mailed by registered or certified mail, return receipt requested:

(a) If to a registered Holder of the Warrants, to the address of such Holder as shown on the books of the Company; or

(b) If to the Company, to the address set forth in Section 2 of this Agreement or to such other address as the Company may designate by notice to the Holders given pursuant to this section.

13. Supplements and Amendments. The Company and the Underwriter may from time to time supplement or amend this Agreement without the approval of any Holders of the Warrants and/or Warrant Securities in order to cure any ambiguity, to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions herein, or to make any other provisions in regard to matters or questions arising hereunder which the Company and the Underwriter may deem mutually necessary or desirable and which the Company and the Underwriter mutually deem not to adversely affect the interests of the Holders of Warrant Certificates, such supplement or amendment shall be binding upon all Holders of the Warrants.

14. Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company and the Holders inure to the benefit of their respective successors and assigns hereunder.

15. Governing Law. This Agreement and each Warrant Certificate issued hereunder shall be deemed to be a contract made under the laws of the State of Minnesota and for all purposes shall be construed in accordance with the laws of said State, other than its conflicts of laws provisions.

16. Benefits of this Agreement. Nothing in this Agreement shall be construed to give to any person or corporation other than the Company and the Underwriter and any other registered Holder or Holders of the Warrant Certificates or Warrant Securities any legal or equitable right, remedy or claim under this Agreement; and this Agreement shall be for the sole and exclusive benefit of the Company and the Underwriter and any other Holder or Holders of the Warrant Certificates or Warrant Securities.

17. Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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

WIRELESS RONIN TECHNOLOGIES, INC.

By: _____

Its: _____

FELTL AND COMPANY, INC.

By: _____

John C. Feltl
Director of Capital Markets

EXHIBIT A

THE WARRANTS REPRESENTED BY THIS CERTIFICATE AND THE OTHER SECURITIES ISSUABLE UPON EXERCISE THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) UPON THE DELIVERY BY THE HOLDER TO THE COMPANY OF AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO COUNSEL FOR THE COMPANY, STATING THAT AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

THE TRANSFER OR EXCHANGE OF THE WARRANTS REPRESENTED BY THIS CERTIFICATE IS RESTRICTED IN ACCORDANCE WITH THE WARRANT AGREEMENT REFERRED TO HEREIN.

EXERCISABLE ON OR BEFORE

5:00 P.M., MINNEAPOLIS TIME,

No. W- Warrants

WARRANT CERTIFICATE

This Warrant Certificate certifies that Feltl and Company, Inc. or its registered assigns, is the registered holder of Warrants to purchase, at any time from until 5:00 P.M. Minneapolis, Minnesota time on ("Expiration Date"), up to fully-paid and non-assessable shares (the "Shares") of the common stock, $.01 par value per share (the "Common Stock"), of Wireless Ronin Technologies, Inc., a Minnesota corporation (the "Company"), at an initial exercise price, subject to adjustment in certain events (the "Exercise Price"), of $ per Share, upon surrender of this Warrant Certificate and payment of the Exercise Price at an office or agency of the Company, but subject to the conditions set forth herein and in the Underwriter's Warrant Agreement dated as of , 2006, between the Company and Feltl and Company, Inc. (the "Warrant Agreement"). Payment of the Exercise Price may be made in cash or by check payable to the order of the Company, or any combination thereof.

No Warrant may be exercised after 5:00 P.M., Minneapolis, Minnesota time, on the Expiration Date, at which time all Warrants evidenced hereby, unless exercised prior thereto, shall thereafter be void.

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants issued pursuant to the Warrant Agreement, which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Company and the holders (the words "holders" or "holder" means the registered holders or registered holder) of the Warrants.

The Warrant Agreement provides that upon the occurrence of certain events, the Exercise Price and the type and/or number of the Company's securities issuable thereupon may, subject to certain conditions, be adjusted. In such event, the Company will, at the request of the holder, issue a new Warrant Certificate evidencing the adjustment in the Exercise Price and the number and/or type of securities issuable upon the exercise of the Warrants; provided, however, that the failure of the Company to issue such new Warrant Certificates shall not in any way change, alter, or otherwise impair the rights of the holder as set forth in the Warrant Agreement.

Upon due presentment for registration of transfer of this Warrant Certificate at an office or agency of the Company, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided herein and in the Warrant Agreement, without any charge except for any tax or other governmental charge imposed in connection therewith.

Upon the exercise of less than all of the Warrants evidenced by this Certificate, the Company shall forthwith issue to the holder hereof a new Warrant Certificate representing such number of unexercised Warrants.

The Company may deem and treat the registered holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, and of any distribution to the holder(s) hereof, and for all other purposes, and the Company shall not be affected by any notice to the contrary.

All terms used in this Warrant Certificate which are defined in the Warrant Agreement shall have the meanings assigned to them in the Warrant Agreement.

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be duly executed.

Dated: _____

WIRELESS RONIN TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

[FORM OF ELECTION TO PURCHASE]

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to purchase Shares of Common Stock and herewith tenders in payment for such securities, cash or check payable to the order of Wireless Ronin Technologies, Inc. in the amount of $, all in accordance with the terms hereof. The undersigned requests that a certificate for such securities be registered in the name of , whose address is , and that such Certificate be delivered to , whose address is .

Dated: _____

Signature: _____

(Signature must conform in all respects to the name of holder as specified on the face of the Warrant Certificate or with the name of the assignee appearing in the assignment form, if any.)

_____

(Insert Social Security or Tax Identification Number of Holder)

[FORM OF ASSIGNMENT]

(To be executed by the registered holder if such holder desires to transfer the Warrant Certificate.)

FOR VALUE RECEIVED, hereby sells, assigns and transfers unto

(Please print name, address and social security or tax identification number of assignee)

this Warrant Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint , Attorney, to transfer the within Warrant Certificate on the books of the within-named Company, with full power of substitution.

Dated: _____

Signature: _____

(Signature must conform in all respects to the name of holder as specified on the face of the Warrant Certificate or with the name of the assignee appearing in the assignment form, if any.)

_____

(Insert Social Security or Tax Identification Number of Holder)

[CASHLESS EXERCISE FORM]

(To be executed upon exercise of Warrant
pursuant to Section 2.2)

To: WIRELESS RONIN TECHNOLOGIES, INC.

The undersigned hereby irrevocably elects a cashless exercise of the right to purchase represented by the attached Warrant Certificate for, and to purchase thereunder, Shares, as provided for in Section 2.2 therein.

Please issue a certificate or certificates for such Shares in the names of:

Name _____ Address _____
(Please print name)

and deliver such certificate or certificates to (if different from above):

Name _____ Address _____
(Please print name)

Dated: _____ Signature _____

_____

_____
(Insert Social Security or Tax Identification Number
of Holder)

NOTE: The above signature should correspond exactly with the name on the first page of this Warrant Certificate or with the name of the assignee appearing in the assignment form, if any.

And if said number of shares shall not be all the shares purchasable under the attached Warrant Certificate, a new Warrant Certificate is to be issued in the name of the undersigned for the remaining balance of the shares purchasable thereunder.

EXHIBIT 3.1

ARTICLES OF INCORPORATION
OF
WIRELESS RONIN TECHNOLOGIES, INC.

The undersigned incorporator, being a natural person 18 years of age or older, in order to form a corporate entity under Minnesota Statutes, Chapter 302A, hereby adopts the following articles of incorporation:

ARTICLE 1

Name: The name of this Corporation shall be Wireless Ronin Technologies, Inc.

ARTICLE 2

Registered Office: The address of the Corporation's registered office in the State of Minnesota shall be 845 Bradford Avenue North, Champlin, Minnesota 55316.

ARTICLE 3

Authorized Shares: The total authorized shares of all classes which the Corporation shall have authority to issue is 100,000,000, consisting of: 25,000,000 shares of preferred stock of the par value of one cent ($0.01) per share (hereinafter the "preferred shares"); and 75,000,000 shares of common stock of the par value of one cent ($0.01) per share (hereinafter the "common shares").

3.1 The Board of Directors of the Corporation (hereinafter referred to as the "Board of Directors" or "Board") may, from time to time, establish by resolution, different classes or series of preferred shares and may fix the rights and preferences of said shares in any class or series. Specifically, preferred shares of the Corporation may be issued from time to time in one or more series, each of which series shall have such designation or title and such number of shares as shall be fixed by resolution of the Board of Directors prior to the issuance thereof. Each such series of preferred shares shall have such voting powers, full or limited, or no voting powers, and such preferences and relative, participating, optional or other special rights, and such qualifications, limitations or restrictions thereof as shall be stated and expressed in the resolution or resolutions providing for the issuance of such series of preferred shares as may be adopted from time to time by the Board of Directors prior to the issuance of any shares thereof pursuant to the authority hereby expressly vested in the Board.

3.2 Except as provided or required by law, or as provided in the resolution or resolutions of the Board of Directors creating any series of preferred shares, the common shares shall have the exclusive right to vote, on a noncumulative basis, for the election and removal of directors and for all other purposes. Unless otherwise provided by resolution or resolutions of the Board of Directors, each holder of common shares shall be entitled to one vote for each share held.

3.3 The Board of Directors shall have the authority to issue shares of a class or series, shares of which may then be outstanding, to holders of shares of another class or series to effectuate share dividends, splits, or conversion of its outstanding shares.

3.4 The Board of Directors is authorized to accept and reject subscriptions for and to dispose of authorized shares of the Corporation, including the granting of stock options, warrants and other rights to purchase shares, without action by the shareholders and upon such terms and conditions as may be deemed advisable by the Board of Directors in the exercise of its discretion, except as otherwise limited by law.

3.5 The Board of Directors is authorized to issue, sell or otherwise dispose of bonds, debentures, certificates of indebtedness and other securities, including those convertible into shares of stock, without action by the shareholders and for such consideration and upon such terms and conditions as may be deemed advisable by the Board of Directors in the exercise of its discretion, except as otherwise limited by law.

ARTICLE 4

Certain Shareholder Rights: No shareholder shall have any preemptive rights to subscribe for, purchase or acquire any shares of the Corporation of any class, whether unissued or now or hereafter authorized, or any obligations or other securities convertible into or exchangeable for any such shares; provided, however, the foregoing shall not limit in any way the power of the Corporation and any holder of shares of any class of capital stock to provide for the same or similar rights by contract or otherwise. No shareholder of this Corporation shall have any cumulative voting rights.

ARTICLE 5

Written Action by Board: An action required or permitted to be taken by the Board of Directors may be taken by written action signed by the number of directors that would be required to take the same action at a meeting of the Board at which all directors are present, except as to those matters which require shareholder approval, in which case the written action must be signed by all members of the Board of Directors.

ARTICLE 6

Nonliability of Directors for Certain Actions: To the fullest extent permitted by the Minnesota Business Corporation Act, Minnesota Statutes, Chapter 302A, as it exists on the date hereof or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE 7

Indemnification of Directors and Officers: The Corporation shall indemnify and may, in the discretion of the Board of Directors, insure current and former directors, officers and employees of the Corporation in the manner and to the fullest extent permitted by law.

ARTICLE 8

Incorporator: The name and address of the incorporator is:

Joseph P. Noack
Briggs and Morgan, P.A.
2400 I.D.S Center
Minneapolis, MN 55402

IN WITNESS WHEREOF, I have hereunto set his hand this effective March 23, 2000.

/s/ Joseph P. Noack
Incorporator

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
WIRELESS RONIN TECHNOLOGIES, INC.

The undersigned, Secretary of Wireless Ronin Technologies, Inc., a corporation organized and existing under the laws of the state of Minnesota (the "Corporation"), hereby certifies that:

FIRST: The name of the Corporation is Wireless Ronin Technologies, Inc.

SECOND: Article 3 of the Corporation's articles of incorporation is hereby amended to read in its entirety as follows:

"ARTICLE 3

Authorized Shares: The total authorized shares of all classes which the Corporation shall have authority to issue is 100,000,000, consisting of: 25,000,000 shares of preferred stock of the par value of one cent ($0.01) per share (hereinafter the "preferred shares"); and 75,000,000 shares of common stock of the par value of one cent ($0.01) per share (hereinafter the "common shares").

3.1 The Board of Directors of the Corporation (hereinafter referred to as the "Board of Directors" or "Board") may, from time to time, establish by resolution, different classes or series of preferred shares and may fix the rights and preferences of said shares in any class or series. Specifically, preferred shares of the Corporation may be issued from time to time in one or more series, each of which series shall have such designation or title and such number of shares as shall be fixed by resolution of the Board of Directors prior to the issuance thereof. Each such series of preferred shares shall have such voting powers, full or limited, or no voting powers, and such preferences and relative, participating, optional or other special rights, and such qualifications, limitations or restrictions thereof as shall be stated and expressed in the resolution or resolutions providing for the issuance of such series of preferred shares as may be adopted from time to time by the Board of Directors prior to the issuance of any shares thereof pursuant to the authority hereby expressly vested in the Board.

3.2 Except as provided or required by law, or as provided in the resolution or resolutions of the Board of Directors creating any series of preferred shares, the common shares shall have the exclusive right to vote, on a noncumulative basis, for the election and removal of directors and for all other purposes. Unless

otherwise provided by resolution or resolutions of the Board of Directors, each holder of common shares shall be entitled to one vote for each share held.

3.3 The Board of Directors shall have the authority to issue shares of a class or series, shares of which may then be outstanding, to holders of shares of another class or series to effectuate share dividends, splits, or conversion of its outstanding shares.

3.4 The Board of Directors is authorized to accept and reject subscriptions for and to dispose of authorized shares of the Corporation, including the granting of stock options, warrants and other rights to purchase shares, without action by the shareholders and upon such terms and conditions as may be deemed advisable by the Board of Directors in the exercise of its discretion, except as otherwise limited by law.

3.5 The Board of Directors is authorized to issue, sell or otherwise dispose of bonds, debentures, certificates of indebtedness and other securities, including those convertible into shares of stock, without action by the shareholders and for such consideration and upon such terms and conditions as may be deemed advisable by the Board of Directors in the exercise of its discretion, except as otherwise limited by law."

One (1) for Six (6) Share Combination: Effective on the date this Amendment to the Articles of Incorporation of the Corporation is filed with the Minnesota Secretary of State, every six (6) shares of common stock of the Corporation, par value $0.01 per share, outstanding immediately prior to such filing, shall be combined and converted into one (1) share of common stock of the Corporation, par value $0.01 per share. Such share combination shall not affect or change the authorized shares of the Corporation which shall remain as provided in the initial paragraph of this Article 3.

One (1) for Five (5) Share Combination: Pursuant to a resolution of the Board of Directors of the Corporation on March 18, 2003, every five (5) shares of common stock of the Corporation, par value $0.01 per share, outstanding on March 18, 2003 shall as of such date be combined and converted into one (1) share of common stock of the Corporation, par value $0.01 per share. Such share combination shall not affect or change the authorized shares of the Corporation which shall remain as provided in the initial paragraph of this Article 3.

Fractional Shares: No fractional shares shall be issued as a result of the foregoing one (1) for six (6) or one (1) for five (5) share combinations, and any holder of common shares upon the date of such share combinations shall be entitled, upon surrender to the Corporation of certificates representing such fractional interests, to receive a cash payment in an amount equal to the product obtained by multiplying the fractional interest by the fair market of a common share as determined by the Board.

THIRD: These Articles of Amendment to the Corporation's articles of incorporation shall be effective upon filing with the office of the Minnesota Secretary of State.

FOURTH: As soon as practicable following the filing of these Articles of Amendment with the Minnesota Secretary of State, the Corporation shall notify the holders of its common shares thereof and request that existing certificates for common shares be surrendered by holders thereof to the Corporation for cancellation and reissuance of one share of common stock for each ten shares of common stock held of record by each shareholder on such date and the Corporation will deliver or mail such new certificates to such shareholders.

This amendment has been approved pursuant to *Minnesota Statutes chapter 302A*. I certify that I am authorized to execute this amendment and I further certify that I understand that by signing this amendment, I am subject to the penalties of perjury as set forth in section 609.48 as if I had signed this amendment under oath.

April 14, 2006

WIRELESS RONIN TECHNOLOGIES, INC.

/s/ Stephen E. Jacobs
Stephen E. Jacobs
Secretary

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
WIRELESS RONIN TECHNOLOGIES, INC.

The undersigned officer of Wireless Ronin Technologies, Inc., a corporation organized and existing under the laws of the state of Minnesota (the "Corporation"), hereby certifies that:

FIRST: The name of the Corporation is Wireless Ronin Technologies, Inc.

SECOND: In accordance with Section 302A.402 of the Minnesota Business Corporation Act, the board of directors of the Corporation duly adopted a resolution setting forth the proposed amendment to Article 3 of the Articles of Incorporation, as amended, of the Corporation to reflect a two (2) for three (3) share combination, declaring the advisability of such amendment and directing that such amendment be effected via filing of these Articles of Amendment with the office of the Minnesota Secretary of State.

THIRD: Article 3 of the Corporation's Articles of Incorporation, as amended, is hereby amended to read in its entirety as follows:

"ARTICLE 3

Authorized Shares: The total authorized shares of all classes which the Corporation shall have authority to issue is 66,666,666, consisting of: 16,666,666 shares of preferred stock of the par value of one cent ($0.01) per share (hereinafter the "preferred shares"); and 50,000,000 shares of common stock of the par value of one cent ($0.01) per share (hereinafter the "common shares").

3.1 The Board of Directors of the Corporation (hereinafter referred to as the "Board of Directors" or "Board") may, from time to time, establish by resolution, different classes or series of preferred shares and may fix the rights and preferences of said shares in any class or series. Specifically, preferred shares of the Corporation may be issued from time to time in one or more series, each of which series shall have such designation or title and such number of shares as shall be fixed by resolution of the Board of Directors prior to the issuance thereof. Each such series of preferred shares shall have such voting powers, full or limited, or no voting powers, and such preferences and relative, participating, optional or other special rights, and such qualifications, limitations or restrictions thereof as shall be stated and expressed in the resolution or resolutions providing for the issuance of such series of preferred shares as may be adopted from time to time by the Board

of Directors prior to the issuance of any shares thereof pursuant to the authority hereby expressly vested in the Board.

3.2 Except as provided or required by law, or as provided in the resolution or resolutions of the Board of Directors creating any series of preferred shares, the common shares shall have the exclusive right to vote, on a noncumulative basis, for the election and removal of directors and for all other purposes. Unless otherwise provided by resolution or resolutions of the Board of Directors, each holder of common shares shall be entitled to one vote for each share held.

3.3 The Board of Directors shall have the authority to issue shares of a class or series, shares of which may then be outstanding, to holders of shares of another class or series to effectuate share dividends, splits, or conversion of its outstanding shares.

3.4 The Board of Directors is authorized to accept and reject subscriptions for and to dispose of authorized shares of the Corporation, including the granting of stock options, warrants and other rights to purchase shares, without action by the shareholders and upon such terms and conditions as may be deemed advisable by the Board of Directors in the exercise of its discretion, except as otherwise limited by law.

3.5 The Board of Directors is authorized to issue, sell or otherwise dispose of bonds, debentures, certificates of indebtedness and other securities, including those convertible into shares of stock, without action by the shareholders and for such consideration and upon such terms and conditions as may be deemed advisable by the Board of Directors in the exercise of its discretion, except as otherwise limited by law."

FOURTH: The combination giving rise to the amendment set forth above concerns a two (2) for three (3) combination of the shares of the Corporation. Pursuant to a resolution of the Board of Directors of the Corporation on August 28, 2006, every three (3) shares of common stock of the Corporation, par value $0.01 per share, outstanding on August 28, 2006 was on such date combined and converted into two (2) shares of common stock of the Corporation, par value $0.01 per share. The authorized shares of the Corporation after this share combination shall be as set forth in the amendment above. No fractional shares shall be issued as a result of the foregoing share combination, and any holder of common shares upon the date of such share combination shall be entitled, upon surrender to the Corporation of certificates representing such fractional interests, to receive a cash payment in an amount equal to the product obtained by multiplying the fractional interest by the fair market of a common share as determined by the Board.

FIFTH: These Articles of Amendment will not adversely affect the rights or preferences of the holders of outstanding shares of any authorized class or series of the Corporation's shares and will not result in the percentage of authorized shares of any class or series that remains unissued after the combination approved by these Articles of Amendment exceeding the percentage of authorized shares of that class or series that were unissued before the combination.

SIXTH: These Articles of Amendment to the Corporation's articles of incorporation shall be effective upon filing with the office of the Minnesota Secretary of State.

This amendment has been approved pursuant to *Minnesota Statutes chapter 302A*. I certify that I am authorized to execute this amendment and I further certify that I understand that by signing this amendment, I am subject to the penalties of perjury as set forth in section 609.48 as if I had signed this amendment under oath.

September 15, 2006

WIRELESS RONIN TECHNOLOGIES, INC.

By: /s/John Witham
Name: John Witham
Title: EVP and CFO

EXHIBIT 4.2

COMMON STOCK COMMON STOCK

[LOGO]
WIRELESS RONIN
TECHNOLOGIES

NUMBER SHARES

SEE REVERSE FOR
CERTAIN DEFINITIONS
CUSIP 97652A 20 3

INCORPORATED UNDER THE LAWS OF THE STATE OF MINNESOTA

This Certifies that
is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF $.01 PER SHARE OF THE COMMON STOCK OF,

WIRELESS RONIN TECHNOLOGIES, INC.

transferable only on the books of the Corporation in person or by attorney upon surrender of this Certificate properly endorsed. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

WITNESS the facsimile signatures of its duly authorized officers.

Dated:

Executive Vice President and Secretary President and Chief Executive Officer

COUNTERSIGNED AND REGISTERED:
REGISTRAR AND TRANSFER COMPANY
(CRANFORD, NJ)
TRANSFER AGENT AND REGISTRAR

BY

AUTHORIZED SIGNATURE

THE CORPORATION WILL FURNISH WITHOUT CHARGE TO EACH SHARE OWNER WHO SO REQUESTS A STATEMENT OF THE DESIGNATIONS, TERMS, RELATIVE RIGHTS, PRIVILEGES, LIMITATIONS, PREFERENCES AND VOTING POWERS AND THE PROHIBITIONS, RESTRICTIONS AND QUALIFICATIONS OF THE VOTING AND OTHER RIGHTS AND POWERS OF THE SHARES OF EACH CLASS OF STOCK WHICH THE CORPORATION IS AUTHORIZED TO ISSUE AND OF THE VARIATIONS IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN THE SHARES OF EACH SERIES OF EACH CLASS OF STOCK WHICH THE CORPORATION IS AUTHORIZED TO ISSUE IN SERIES INSOFAR AS THE SAME HAVE BEEN FIXED AND DETERMINED, AND OF THE AUTHORITY OF THE BOARD OF DIRECTORS TO FIX AND DETERMINE THE RELATIVE RIGHTS AND PREFERENCES OF SUBSEQUENT SERIES.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	as tenants in common		
TEN ENT	as tenants by the entireties	UNIF GIFT MIN ACT	_____ Custodian _____ (Cust) (Minor) under Uniform Gifts to Minors Act _____ (State)
JT TEN	as joint tenants with right of survivorship and not as tenants in common	UNIF TRANS MIN ACT	_____ Custodian _____ (Cust) (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

_____

_____ Shares of the common stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated, _____

NOTICE: _____

THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME(S) AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

SIGNATURE(S) GUARANTEED: _____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

KEEP THIS CERTIFICATE IN A SAFE PLACE. IF IT IS LOST, STOLEN, MUTILATED OR DESTROYED, THE CORPORATION WILL REQUIRE A BOND INDEMNITY AS A CONDITION TO THE ISSUANCE OF A REPLACEMENT CERTIFICATE.

EXHIBIT 5

October 12, 2006

Wireless Ronin Technologies, Inc.
14700 Martin Drive
Eden Prairie, Minnesota 55344

Gentlemen:

Wireless Ronin Technologies, Inc., a Minnesota corporation (the "Company"), has filed a registration statement on Form SB-2 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), in connection with (i) the proposed sale by the Company to Feltl and Company (the "Underwriter") of 4,500,000 shares of the Company's common stock, $0.01 par value per share (the "Common Stock"), and (ii) the proposed sale by the Company to the Underwriter of up to 675,000 additional shares of Common Stock pursuant to the exercise of an overallotment option (collectively, the "Shares").

We have examined the Registration Statement, the form of underwriting agreement between the Company and the Underwriter (the "Underwriting Agreement"), the Company's Articles of Incorporation, as amended, the Company's Bylaws, as amended, the Company's specimen Common Stock certificate, corporate proceedings and such other legal documents as we deemed relevant as a basis for the opinion hereinafter expressed.

Based on the foregoing, it is our opinion that when the Registration Statement is declared effective by order of the Securities and Exchange Commission, and the Shares are issued and sold in accordance with the Registration Statement, the Underwriting Agreement and their terms, the Shares will be legally issued, fully-paid and nonassessable.

We hereby consent to the filing of this opinion as Exhibit 5 to the Registration Statement and to the reference to our firm under the caption "Legal Matters" in the prospectus included in such Registration Statement.

Very truly yours,

BRIGGS AND MORGAN,
Professional Association

By /s/ Brett D. Anderson
Brett D. Anderson

EXHIBIT 10.11

Amendment To The Strategic Partnership Agreement

The Strategic Partnership Agreement dated May 28, 2004 between Wireless Ronin® Technologies, Inc. and The Marshall Special Assets Group, Inc. is hereby amended as follows:

Section 3.3 Distribution of Profit on Sales By MG. For each RoninCast™ System that is sold by MG and installed at an End User location within the Territory, MG will pay to WRT thirty-five percent (35%) for the first 12 months of the Agreement and thirty-eight percent (38%) thereafter of the sum of the Gross Profit on WRT Products and the Gross Profit on Technical and Support Services generated from the sale of such RoninCast™ System and Technical Support Services. Payments under this Section 3.3 will be due and payable by MG to WRT within ten (10) days after receipt of payment from the End User for the applicable RoninCast™ System.

Section 3.4 Distribution of Profit on Sales by WRT. For any fees or payments received by WRT from the End User located in the Territory for Technical and Support Services, WRT will pay to MG sixty-five percent (65%) for the first 12 months of the Agreement and sixty-two percent (62%) thereafter of the Gross Profit on Technical and Support Services. Payments under this Section 3.4 will be due and payable by WRT to MG within ten (10) days after WRT's receipt of fees or payment for the applicable Technical and Support Services. It is the intent of the parties that MG will attempt to sell Technical and Support Services and related installation services in connection with MG's sale of each RoninCast™ System, and that WRT will enter into an applicable Maintenance and Support Agreement with the End User(s) as described in Section 4.2 or another appropriate agreement, as applicable and as approved by MG. If MG collects the fees or payments for Technical and Support Services directly from the End User(s), then the payment mechanism in Section 3.3 applies. If WRT collects the fees or payments for Technical and Support Services directly from the End User(s), then the payment mechanism in this Section 3.4 applies.

Dated: October, 6 2004

Signed:

Wireless Ronin® Technologies, Inc.

By /s/ Steve Jacobs

Its CFO

The Marshall Special Assets Group, Inc.

By /s/ Scott H. Anderson

Its President

First Amendment to Strategic Partnership Agreement

This First Amendment to that certain Strategic Partnership Agreement dated June 7, 2004 between Wireless Ronin® Technologies, Inc., a Minnesota corporation ("WRT") and The Marshall Special Assets Group, Inc., a Delaware corporation ("MG") (the "Strategic Partnership Agreement") is made effective this 29th day of September 2004 ("Effective Date") between WRT and MG.

Recitals:

WHEREAS, WRT and MG entered into the Strategic Partnership Agreement to grant MG the rights to resell WRT Products and to grant MG a license to the WRT Intellectual Property Rights and RoninCast™ Technology in the Territory (all as defined in the Strategic Partnership Agreement) on an exclusive basis, and

WHEREAS, WRT and MG have agreed to amend the Strategic Partnership Agreement to clarify the definition of "Gaming Industry and Related Complexes" in Section 1.1.

NOW, THEREFORE, in consideration of the respective covenants of WRT and MG as set forth in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which WRT and MG each acknowledge, WRT and MG hereby agree as follows:

I. **Capitalized Terms**. All capitalized words used herein shall have the same meaning ascribed to them in the Strategic Partnership Agreement unless said words are otherwise defined in this First Amendment.

II. **Amendment of Strategic Partnership Agreement**. The Strategic Partnership Agreement is hereby amended as follows:

Section 1.1 of the Strategic Partnership Agreement is hereby amended in its entirety to provide:

"Gaming Industry and Related Complexes" shall mean: (1) any gaming facility operated by any individual, entity or Native American Sovereign Nation or Tribal Community, or any facility owned or operated by a Native American enterprise, including any and all aspects of the gaming facility and related complex, (2) when the customer is in the United Kingdom or any other of the European Union member states as of November 11, 2003, Switzerland or Norway, any casino facility operated by any individual, entity or Native American Sovereign Nation or Tribal Community or any facility owned or operated by a Native American enterprise, including in each case the operation or management of a casino and attached casino complexes and (3) any lottery or game of chance operated by any individual, entity, governmental entity (including without limitation a state, provincial or national government or any subdivision or authority thereof), Native American Sovereign Nation or Tribal Community or any individual or other entity (including without limitation GTECH Corporation and British American Bingo Ltd.) which provides infrastructure or technical services with respect to any gaming facility, casino facility, lottery or game of chance.

III. Miscellaneous.

A. Complete Agreement. This First Amendment together with the Strategic Partnership Agreement constitute the entire Agreement of the parties with respect to the subject matter hereof and supersede all previous proposals, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this First Amendment, the Strategic Partnership Agreement remains in full force and effect.

B. Severability. In the event than any provision of this First Amendment shall be illegal or otherwise unenforceable, such provision shall be severed and the entire First Amendment will not fail on account thereof and the balance of this First Amendment will continue in full force and effect.

C. Applicable Law. This First Amendment will be governed and construed in accordance with the laws of the State of Minnesota except with respect to the rules relating to conflicts of law.

D. Confidentiality. The parties hereto confirm their obligations under the Non-Disclosure Agreement and agree that such agreement shall survive and control the confidential treatment of all information disclosed to either party whether prior, during or after the term of this First Amendment.

IN WITNESS WHEREOF, WRT and MG each caused this First Amendment to Strategic Partnership Agreement to be executed by their duly authorized representatives as of the date set forth in the first paragraph.

Wireless Ronin® Technologies, Inc.

/s/ Jeffrey Mack

Jeffrey Mack
President

The Marshall Special Assets Group, Inc.

/s/ Scott Anderson

Scott Anderson
President

Strategic Partnership Agreement

This Strategic Partnership Agreement (the "Agreement") is made effective this 28th day of May, 2004 ("Effective Date") between Wireless Ronin® Technologies, Inc., a Minnesota corporation with its principal office at 510 First Ave. N., Minneapolis MN 55403 ("WRT") and The Marshall Special Assets Group, Inc., a Delaware corporation with its principal offices at Suite 3000, 150 South 5th Street, Minneapolis, Minnesota 55402 ("MG").

RECITALS:

WHEREAS, WRT develops, manufactures, sells, supports and maintains wireless software and hardware computer products and services (the "WRT Products," which are defined below),

WHEREAS, WRT and MG agree, among other things, to grant MG the rights to resell WRT Products and to grant MG a license to the WRT Intellectual Property Rights and RoninCast™ Technology in the Territory (all as defined below) on an exclusive basis,

NOW, THEREFORE, in consideration of the respective covenants of WRT and MG as set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which WRT and MG each acknowledge, WRT and MG hereby agree as follows:

1. Definitions.

The defined terms used in this Agreement shall have the meanings designated below or as set forth elsewhere herein:

1.1 "Gaming Industry and Related Complexes" shall have two meanings: (1) any gaming facility operated by any individual, entity or Native American Sovereign Nation or Tribal Community, or any facility owned or operated by a Native American enterprise, including any and all aspects of the gaming facility and related complex or (2) when the customer is in the United Kingdom, the European Union member states as of November 11, 2003, Switzerland or Norway, any individual, entity or Native American Sovereign Nation or Tribal Community operating casino facilities or any facility owned or operated by a Native American enterprise, including the operation or management of a casino and attached casino complexes.

1.2 "RoninCast™ Technology" shall mean the technology that enables the transmission, on a wired or wireless basis, of visual messages and information from a central server to receivers connected to remote video display monitors, all as further described on the RoninCast™ Dynamic Visual Marketing and Communication System Schematic and Description attached hereto as Attachment I, and further including all modifications, improvements, new versions and new releases of the RoninCast™ Technology made by or for WRT.

1.3 "Territory" shall mean all Gaming Industry and Related Complexes located anywhere in the world.

1.4 “Intellectual Property Rights” shall mean on a world wide basis, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship including, without limitation, copyrights, moral rights, semiconductor topography rights, database rights and mask works, (b) trademark and trade names rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise, and (f) all registrations, applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), including all modifications, improvements, new versions and new releases thereto.

1.5 “WRT Intellectual Property Rights” shall mean all Intellectual Property Rights owned or controlled by WRT, including without limitation, that certain U.S. Patent Application dated October 10, 2003, Docket No. 74334-297084 which may be identified in the United States Patent Office by Serial No. 10/683,573, filed May 10, 2004.

1.6 “WRT Products” shall mean the hardware, software, services (including the Technical and Support Services) and other tangible and intangible components necessary to implement, support and maintain the RoninCast™ Technology at a particular installation. A current listing of the WRT Products as of the Effective Date is attached as Attachment II. As new WRT Products are introduced they will be deemed to be added to Attachment II.

1.7 “Maintenance and Support Agreement” shall mean the Maintenance and Support Agreement referred to herein in Section 4.2 and attached hereto as Attachment III as the same shall be changed and modified from time to time or any other similar agreement that provides for the rendition of Technical and Support Services, other services or modifications, improvements, new versions and new releases relative to the WRT Intellectual Property Rights and RoninCast™ Technology.

1.8 “Technical and Support Services” shall mean any installation or other services, or any services rendered pursuant to any Maintenance and Support Agreement, which relate to the installation, customization, maintenance, support or the like of a RoninCast™ System.

1.9 “End User” shall mean all end-user customers who purchase the WRT Products from MG (or, with respect to Technical and Support Services, from WRT) within the Territory.

1.10 “RoninCast™ System” shall mean a grouping and configuration of the tangible and intangible WRT Products as a unified system, so as to implement the WRT Intellectual Property Rights and RoninCast™ Technology at a particular End User location.

1.11 “Specifications” shall mean the particular specifications for a RoninCast™ System.

1.12 “Selling Price” shall mean the price charged and the cash or cash equivalents received by MG for any WRT Products, less the sum of the following actual and customary deductions where applicable: cash, trade, or quantity discounts; sales, use, tariff,

import/export duties, or other excise taxes imposed upon particular sales; transportation charges; and bona fide allowances or credits to End-Users because of rejections or returns.

1.13 "Gross Sales" shall mean the total amount of the Selling Prices for all sales of the WRT Products to End Users located within the Territory.

1.14 "Cost of WRT Products" shall, except with respect to the Technical and Support Services, mean the actual cost of the WRT Products to WRT or any affiliated entity or individual as evidenced by an invoice from a third party non-affiliated vendor or supplier of the hardware, software and other tangible and intangible components necessary to implement the RoninCast™ Technology at a particular installation.

1.15 "Cost of Technical And Support Services" shall mean an amount equal to fifty percent (50%) of any charges or amounts invoiced to an End User for any Technical and Support Services.

1.16 "Gross Profit on WRT Products " shall, except with respect to the Technical and Support Services, mean the Selling Price for WRT Products less the Cost of WRT Products.

1.17 "Gross Profit on Technical And Support Services" shall mean an amount equal to fifty percent (50%) of any charges or amounts invoiced to and paid by an End User for any Technical and Support Services.

1.18 "Assumed Gross Margin on WRT Products" shall mean an amount equal to twenty-two and 23/100ths percent (22.23%) of the Selling Price for the WRT Products.

1.19 "Source Materials" shall mean the source code and other information for all software, firmware or other technology included in or required for use with the WRT Products, RoninCast™ System or RoninCast™ Technology including all documentation and other materials necessary for a reasonably skilled programmer or engineer to modify and support such software or technology, and/or to build, modify and support a RoninCast™ System or the RoninCast™ Technology included in such RoninCast™ System.

1.20 "WRE" shall mean Wireless Ronin Europe and/or if applicable, its European Reseller.

2. Authorization.

2.1 WRT Authorization. WRT hereby grants MG the right to be its exclusive distributor of the WRT Products in the Territory. WRT acknowledges that it shall not use, market, sell, have sold, import or otherwise distribute any of the WRT Products or RoninCast™ Technology for use in the Territory, or permit any third party to do so except for the transactions described in Section 3.5 or the Technical and Support Services as described in Section 4.2.

2.2 Other Licenses and Resellers. MG acknowledges that WRT has entered or may enter into other agreements that grant resale rights in WRT Products to other third parties in other industries and/or territories (other than to a Gaming Industry and Related Complex or in the Territory), provided, no such agreements shall conflict with the rights granted herein.

2.3 License. WRT hereby grants to MG an exclusive license in the Territory, under all WRT Intellectual Property Rights, to use, make, have made, market, sell, have sold, import or otherwise distribute the RoninCast™ System, WRT Products and/or the RoninCast™ Technology pursuant to the terms of this Agreement. Except for the transactions described in Section 3.5 or 4.2, WRT shall not transfer, assign, license, sublicense or otherwise distribute the RoninCast™ System, WRT Products or the RoninCast™ Technology in the Territory, whether as part of the WRT Products or in any other manner. Nothing in this Agreement shall prohibit WRT from licensing the RoninCast™ Technology or selling any of the WRT Products for use outside the Territory.

2.4 Sublicenses. MG may, at its discretion, sublicense the rights granted to it under Sections 2.1 and 2.3 to third parties.

2.5 No Competing Products. MG shall not market or sell any products that compete with the WRT Products for use in the Territory, provided that WRT is in compliance with the terms of this Agreement.

3. Purchase Price, Fees and Distribution of Profit

3.1 Initial Purchase Price. The initial purchase price for the rights transferred to MG to be WRT's exclusive distributor of the WRT Products in the Territory pursuant to Section 2.1 and the grants to MG of an exclusive license in the Territory under all WRT Intellectual Property Rights pursuant to Section 2.3 hereunder shall be Three Hundred Thousand and 00/100 Dollars ($300,000) payable on the signing by both Parties of this Agreement.

3.2 Additional Purchase Price. An additional purchase price for the rights transferred and licenses granted to MG hereunder in the amount of Two Hundred Thousand and 00/100 Dollars ($200,000) shall become due and payable upon the completion of the installation of, and MG's receipt of the Selling Price for, three (3) RoninCast™ Systems at an average per RoninCast™ System total Selling Price of $270,000.

3.3 Distribution of Profit on Sales By MG. For each RoninCast™ System that is sold by MG and installed at an End-User location within the Territory, MG will pay to WRT thirty-eight percent (38%) of the sum of the Gross Profit on WRT Products and the Gross Profit on Technical and Support Services generated from the sale of such RoninCast™ System and Technical and Support Services. Payments under this Section 3.3 will be due and payable by MG to WRT within ten (10) days after MG's receipt of payment from the End User for the applicable RoninCast™ System.

3.4 Distribution of Profit on Sales By WRT. For any fees or payments received by WRT from an End User located in the Territory for Technical and Support Services, WRT will pay to MG sixty-two percent (62%) of the Gross Profit on Technical and Support Services. Payments under this Section 3.4 will be due and payable by MG to WRT within ten (10) days after MG's receipt of fees or payment for the applicable Technical and Support Services. It is the intent of the parties that MG will attempt to sell Technical and Support Services and related installation services in connection with MG's sale of each RoninCast™ System, and that WRT will enter into an applicable Maintenance and Support Agreement with the End User(s) as

described in Section 4.2 or another appropriate agreement, as applicable and as approved by MG. If MG collects the fees or payments for Technical and Support Services directly from the End User(s), then the payment mechanism in Section 3.3 applies. If WRT collects the fees or payments for Technical and Support Services directly from the End User(s), then the payment mechanism in this Section 3.4 applies.

3.5 Purchasing in Europe. All WRT Products for MG's European customers will be purchased directly from WRE, WRT, or WRT's duly appointed European Reseller, and will be governed by the terms of this Agreement. WRT acknowledges that its duly appointed European Reseller does not and shall not have the right to distribute the WRT Products, RoninCast™ System or the RoninCast™ Technology in the Territory to any party other than MG or its designees. WRT shall ensure that such reseller complies with and supplies the WRT Products in accordance with the terms of this Agreement.

4. Supply Agreement.

4.1 WRT Supply. WRT or WRE as per Section 3.5, shall supply to MG, and MG shall purchase from WRT or WRE, such quantities of the WRT Products as MG may order from time to time from WRT in accordance with the terms and conditions of this Agreement. Subject to Section 5.1, MG is not required to purchase any particular levels of WRT Products hereunder. WRT and WRE, as applicable, are required to accept any purchase orders submitted by MG, under the term of this Agreement. WRT and WRE, as applicable, shall use their best efforts to ship the WRT Products to MG or a third party, as designated by MG, in the quantities and at times requested by MG, and will promptly advise MG of any delays in shipping. Time is of the essence in WRT's and WRE's performance of its obligations under this Agreement.

4.2 Technical and Support Services. WRT will provide Technical and Support Services directly to MG's End Users located in the Territory pursuant to a Maintenance and Support Agreement or other appropriate agreement, as applicable and as approved by MG. However, MG agrees to cooperate and assist in supporting the End Users located in the Territory as reasonably needed. WRT agrees that the fees charged End Users for Technical and Support Services pursuant to the Maintenance and Support Agreement shall be ten percent (10%) of the Selling Price of the RoninCast™ System purchased by such End User.

4.3 Purchase Orders. MG may submit purchase orders to WRT or WRE, as applicable, and WRT or WRE, as applicable, shall accept all such purchase orders, that include:

(a) an identification of the WRT Products ordered;

(b) the quantity of WRT Products ordered;

(c) requested delivery dates;

(d) shipping instructions; and

(e) if applicable, any relevant export control information or documentation to enable WRT or WRE to comply with applicable U.S. export control laws.

4.4 Modification of Orders. MG may, without cost or liability, increase or decrease the quantity of WRT Products ordered under any particular purchase order or reschedule the delivery of any or all WRT Products under any particular purchase order if MG makes that request at least 30 days prior to the delivery date in effect immediately prior to MG's change request.

4.5 Delivery Terms. All deliveries shall be F.O.B. origin, unless otherwise agreed in writing by both parties. "F.O.B." shall be construed in accordance with the Uniform Commercial Code. All risk of damage to or loss or delay of items ordered shall pass to MG upon delivery of the items to (a) a common carrier; or (b) an agent or any other person specified by MG and acting on behalf of MG. WRT or WRE shall use the common carriers specified by MG in its purchase orders. MG is responsible for acquiring any appropriate or desired transit insurance.

4.6 Inspection of Shipments. MG shall promptly inspect the delivery and in the event of any shortage, damage, or discrepancy in a shipment, MG shall promptly report the same to WRT and furnish to WRT such written evidence or other documentation as is obtained by MG to substantiate such shortage, damage, or discrepancy.

4.7 Quality Performance. In no event shall a minimum Acceptance Quality Level of 10% ("AQL") for non-conforming or rejected items be exceeded. WRT's or WRE's, as applicable, responsibility for non-conforming items or rightly rejected items shall be to promptly repair or replace such items and to implement reasonable preventative measures at WRT's or WRE's expense to insure that the AQL is maintained. In the event a minimum Acceptance Quality Level of 10% ("AQL") for non-conforming or rejected items is exceeded, MG shall have the right exercisable in its sole discretion to return all of the items described in the purchase order at WRT's cost. All items shipped under this Agreement may be inspected pursuant to Section 4.8 below.

4.8 Inspection. MG reserves the right to perform a quality review or to inspect any items prior to shipment by giving WRT reasonable written notice to that effect. In such event, the WRT shall reasonably cooperate with MG and its representatives in their inspection of the items.

4.9 Price Schedule. All items ordered pursuant to this Agreement shall be sold to MG for an amount equal to the Cost of WRT Products and the Cost of Technical and Support Services. The Cost of WRT Products and the Cost of Technical and Support Services shall include all charges, including without limitation, packaging, packing, labeling and all taxes except sales, use and other such taxes imposed upon the sale or transfer of the WRT Products. If MG is liable to pay these taxes they must be specifically listed on WRT's invoice.

4.10 Payment Terms. Invoices for all items sold to End Users under this Agreement shall be by written invoice. Invoices will be stated and payable in U.S. dollars. Payment terms for such Invoices will be net thirty (30) days.

4.11 Controlling Agreement. WRT, WRE and MG agree that this Agreement shall supersede all terms and conditions contained in any purchase order, order confirmation or

other document exchanged by the Parties in connection with the purchase of WRT Products as contemplated hereunder.

4.12 Changes to WRT Products. WRT shall not make any changes to the WRT Products (including the related Specifications) without written notice to MG provided that any such changes shall not diminish the functionality of the WRT Products, RoninCast™ System or the RoninCast™ Technology.

5. Term and Termination.

5.1 Term. The term of this Agreement shall commence on the date set forth in the first paragraph and be for a term of two years. Thereafter, this Agreement shall automatically renew on an annual basis in perpetuity provided that MG in any given year during the renewal term produces either (a) Gross Sales of WRT Products in the amount of at least $1,750,000 per year, or (b) produces Gross Sales in an amount less than $1,750,000 per year and makes an additional payment to WRT in an amount equal to thirty-eight percent (38%) of the Assumed Gross Margin on the amount by which the Gross Sales in such year are less than $1,750,000; provided, however, that MG shall be excused from meeting the foregoing requirements in any year to the extent that WRT fails to fulfill its obligations hereunder, including, without limitation, fails to deliver WRT Products when and as ordered by MG, fails to provide Technical and Support Services or fails to provide WRT Products that meet the warranties stated herein.

5.2 Termination.

(a) Notwithstanding Paragraph 5.1 hereof, this Agreement may be terminated as follows:

(i) Failure by either Party to comply with any material terms or conditions under this Agreement shall entitle the other Party to give the Party a default notice requiring it to cure such default. If the Party in default has not cured such default within sixty (60) days after the receipt of written notice of default, the notifying Party shall be entitled, in addition to any other rights it may have under this Agreement or otherwise under law, to terminate this Agreement by giving notice to take effect immediately.

(ii) By MG at any time with sixty (60) days prior written notice to WRT.

(iii) By either Party upon the breach of the Non-Disclosure Agreement and failure to cure such breach within sixty (60) days.

(iv) By MG with thirty (30) days prior written notice to WRT if the Source Materials are released to MG pursuant to Section 6.6.

(b) In the event of termination or expiration of this Agreement for any reason, the Parties shall have the following rights and obligations:

(i) All orders accepted prior to the termination or expiration of this Agreement shall be completed.

(ii) All amounts then or thereafter due or payable under this Agreement shall be paid by the Parties.

(iii) Both Parties' duty of confidentiality under this Agreement shall survive such termination or expiration.

(iv) If the Source Materials have been released to MG pursuant to Section 6.6, then MG shall retain its right and license to use such Source Materials and the WRT trademarks as provided in Sections 6.1-6.3, in order to make, have made, sell, use, import, distribute, maintain and support the WRT Products, RoninCast™ Systems or the RoninCast™ Technology whether installed prior to or after the effective date of termination of this Agreement.

(v) Unless otherwise agreed by WRT and MG, WRT shall continue to support each End-User's use of the WRT Products so long as such End-User desires to obtain such support.

(vi) If this Agreement is terminated by MG pursuant to Section 5.2(a)(i), (iii) or (iv) prior to the payment becoming due and payable under Section 3.2, then WRT shall refund to MG the $300,000 previously paid by MG pursuant to Section 3.1 within 10 days of the date of termination.

(c) Sections 3.4, 4.1-4.12, 5.2(b), 6.4-6.6, 7, 8, 9, 10, 11 and 12 shall survive any termination or expiration of this Agreement.

6. Intellectual Property Rights.

6.1 WRT Trademarks. WRT hereby grants to MG, and MG hereby accepts from WRT, a terminable, exclusive license to use the WRT Trademarks identified on Attachment IV solely in connection with the distribution, promotion and maintenance of the WRT Products, RoninCast™ Systems and/or RoninCast™ Technology pursuant to the terns of this Agreement. All such WRT Trademarks shall be used by MG in accordance with WRT's standards, specifications and instructions. WRT may inspect and monitor the activities of MG to ensure that such use of the WRT Trademarks is in accordance with such standards, specifications, and instructions. MG shall acquire no right, title, or interest in WRT Trademarks, other than the foregoing limited license, and MG shall not use any WRT Trademarks as part of MG's corporate or trade name or permit any third party to do so without the prior written consent of WRT which consent will not be unreasonably withheld or delayed.

6.2 Trademark Infringement. MG shall promptly notify WRT in writing of any unauthorized use known to MG of the WRT Trademarks or similar marks which may constitute an infringement of the WRT Trademarks. WRT reserves the right in its sole discretion to institute any proceedings against such third parties. MG shall cooperate fully with WRT in any

action taken by WRT against such third parties, provided that WRT shall pay all expenses of such action and for MG's assistance. All damages which may be awarded or agreed upon in settlement of such action shall belong exclusively to WRT.

6.3 Trademark Conflicting Usage. MG shall not adopt, use or register any words, phrases, or symbols which are identical to or confusingly similar to any of WRT's Trademarks. Upon termination or expiration of this Agreement, and except as provided for in Section 5, MG shall cease and desist from all use of the WRT Trademarks.

6.4 WRT Ownership. The parties hereby acknowledge and agree that, as between WRT and MG, (i) all right, title and interest in the RoninCast™ Technology, and all Source Materials including, without limitation, all patents, copyrights, trade secrets and other intellectual property rights, are the exclusive property of WRT; (ii) MG has no rights in the WRT Technology and the Source Materials except as expressly granted herein; and (iii) MG shall not take any action with respect to the WRT Technology and the WRT Source Materials inconsistent with the foregoing acknowledgement, except as otherwise provided for in this Agreement.

6.5 MG Rights in the WRT Source Materials. The Source Materials and any portions or copies thereof shall at all times remain the property of WRT and MG shall have no right, title or interest therein except for the rights and licenses expressly granted in this Agreement. Under no circumstances shall this Agreement be considered or construed in any way as the sale of the Source Materials or a sale of any copy thereof, whether such copy is made by WRT or MG. MG agrees to take all actions reasonably requested by WRT at WRT's expense to protect the rights of WRT in the Source Materials and agrees to assign to WRT all rights to unauthorized modifications made to the Source Materials by MG. MG shall own all authorized modifications that its makes or has made to the Source Materials.

6.6 Source Materials Escrow. WRT shall within ten (10) business days after the Effective Date, establish and maintain in escrow the then-current version of the Source Materials with a mutually acceptable third party escrow agent. The cost and expenses of such escrow shall be paid by WRT. WRT shall maintain such escrow, and update the Source Materials, no less than annually. WRT's agreement to maintain such escrow and update the Source Materials is a material provision of this Agreement. MG is hereby granted an exclusive, royalty-free license within the Territory, under all WRT Intellectual Property, to use, copy, modify, display and create derivative works of the Source Materials, in order to use, make, have made, sell, import, copy, display, create derivative works of and otherwise distribute the WRT Products. The Source Materials shall remain the Confidential Information of, and owned by, WRT. The Source Materials will be released to MG by the third party escrow agent if (a) WRT fails to continue to do business in the ordinary course or discontinues its support of the WRT Products; (b) WRT fails to provide Technical and Support Services to End-Users as required, (c) MG terminates this Agreement due to an uncured breach by WRT which has not been cured within ninety (90) days from notice thereof, or (d) (i) upon commencement of a proceeding to liquidate WRT in bankruptcy, in which WRT is the named debtor; (ii) an assignment for the benefit of its creditors, or (iii) the appointment of a receiver for WRT is instituted by or against WRT.

6.7 Bankruptcy. THE PARTIES INTEND FOR THIS AGREEMENT AND THE LICENSES GRANTED HEREIN TO COME WITHIN SECTION 365(n) OF THE U.S. BANKRUPTCY CODE AND, NOTWITHSTANDING THE BANKRUPTCY OR INSOLVENCY OF WRT, THIS AGREEMENT AND THE LICENSES GRANTED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

7. Taxes.

7.1 Responsibility for Payment. Subject to Section 4.9, each party shall pay their own income, franchise, sales, use, personal property, ad valorem, value added, stamp or other taxes, levies, customs duties or other fees, together with all penalties, fines and interest thereon that in any way arise out of this Agreement, whether on or measured by the price, the products, the services furnished, or their use, however designated, levied or based.

8. Representations and Warranties.

8.1 WRT's Representations and Warranties. WRT represents and warrants to MG that WRT has full corporate power to enter into this Agreement and to perform its obligations hereunder, and that the person signing this Agreement on behalf of WRT has full authority to do so. WRT further represents and warrants that this Agreement is legal, valid, and binding upon WRT and is enforceable in accordance with its terms.

8.2 WRT's Unencumbered Ownership of All Right, Title and Interest In the Intellectual Property and WRT Intellectual Property Relative to WRT Products, the RoninCast™ System or the RoninCast™ Technology. WRT represents and warrants to MG that WRT has ownership of all right, title and interest in all Intellectual Property (including the WRT Intellectual Property) that is contained in or necessary for use of the WRT Products, the RoninCast™ System and the RoninCast™ Technology free of any liens or other encumbrances. WRT represents and warrants to MG that no third party has any claim of ownership or rights in and to the WRT Intellectual Property.

8.3 MG's Representations and Warranties. MG represents and warrants to WRT that MG has full corporate power to enter into this Agreement and to perform its obligations hereunder, and that the person signing this Agreement on behalf of MG has full authority to do so. MG further represents and warrants that this Agreement is legal, valid, and binding upon MG and is enforceable in accordance with its terms.

9. Enforcement of Agreement.

9.1 Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota except with respect to the rules relating to conflicts of laws. Both parties agree that courts in the State of Minnesota shall have jurisdiction over this Agreement, and any controversies relating to or arising out of this Agreement, whether brought during the term of this Agreement or at any time thereafter. Both parties hereby consent to the jurisdiction of court(s) and to any appellate courts having jurisdiction over appeals from court(s) in Minnesota.

9.2 Force Majeure. Upon written notice to the other party, a party affected by an event of "Force Majeure" (as defined below) shall be suspended without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder. Such notice shall include a description of the nature of the event of Force Majeure, and its cause and possible consequences. The party claiming Force Majeure shall also promptly notify the other party of the termination of such event. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of any event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable. "Force Majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, war, riots, civil disturbances and other similar acts.

9.3 Mediation. If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties may mutually agree to attempt to resolve the dispute through non-binding mediation by submitting the dispute to a sole mediator selected by the parties. Each party shall bear its own expenses and an equal share of the expenses of the mediator unless otherwise assigned by the mediator. The parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence. If such dispute is not resolved by such mediation, the parties shall have the right to resort to any remedies permitted by law. All defenses based on passage of time shall be tolled pending the termination of the mediation. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation. A request by a party to court for such injunctive relief shall not be deemed a waiver of the obligation to mediate.

10. Warranties.

10.1 Warranty. WRT warrants that:

(a) the WRT Products shall strictly conform and perform in accordance with the applicable manufacturer's specifications and shall be free from defects in materials and workmanship;

(b) the WRT Products shall be free and clear of any lien or encumbrance, be safe and effective for their intended use, and be new;

(c) WRT has sufficient right to grant the rights and licenses it grants hereunder, and the use of the WRT Products, the RoninCast™ System, the RoninCast™ Technology and the WRT Intellectual Property Rights (including the RoninCast™ trademarks licensed under Section 6.1) do not infringe upon, violate, misappropriate or breach any Intellectual Property Rights of any third party;

(d) WRT is not a party to any agreement which would prevent WRT from performing its obligations under this Agreement or from granting any of the rights and licenses contemplated in this Agreement, and WRT

covenants that, during the term of this Agreement, WRT will not enter into such an agreement;

(e) each RoninCast™ System will perform in accordance with the representations of WRT and any of its agents or officers and the applicable Specifications; and

(f) WRT has all authority and rights necessary in order to ensure compliance by WRE with the terms of this Agreement, including, without limitation, WRE's obligation to supply WRT Products hereunder.

10.2 EXCLUSIONS. EXCEPT AS PROVIDED IN SECTION 10.1 OR IN SECTION 8, NEITHER WRT NOR MG MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTY, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY, OR WARRANTIES AS TO QUALITY OR CORRESPONDENCE WITH DESCRIPTION OR SAMPLE. UNLESS DIRECTLY CAUSED BY A PARTY TO THIS AGREEMENT OR THEIR AUTHORIZED AGENTS OR SUBCONTRACTORS, SUCH PARTY MAKES NO WARRANTY WITH RESPECT TO CONDITIONS RESULTING FROM ANY ACTIONS OR EVENTS CAUSED BY: (I) MODIFICATIONS, (II) MISUSE, (III) NEGLECT, (IV) ACCIDENT, (V) IMPROPER INSTALLATION, (VI) IMPROPER REPAIRS, (VII) IMPROPER APPLICATION, OR (VIII) END USER SITE CONDITIONS.

10.3 Remedies. Subject to Section 10.2, without limiting any of MG's remedies at law or in equity, MG may return any defective or nonconforming WRT Products with written notice to WRT and WRT shall, at MG's election, promptly replace the same free of any additional charge or reimburse MG for the total amount paid for such WRT Products. The costs of return and replacement shall be borne by WRT.

10.4 Limitations and Conditions. The warranties made under Section 10.1 of this Agreement are subject to the following limitations and conditions:

(a) The products must be used in the manner prescribed in the related data sheet and applicable application notes.

(b) The warranty shall commence on the date of shipment by WRT.

11. Indemnity.

11.1 Indemnity. Subject to WRT's indemnification obligations to MG under this Section 11.1, MG shall indemnify, defend and hold harmless WRT and its affiliates, and their respective officers, directors, employees, agents and customers, from any and all third party claims, liabilities, judgments, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and all damages or expenses asserted against such party) as a result of a breach of the representations or warranties in Section 8.3 of this Agreement, or (b) arising out of any WRT Products made by MG subsequent to release of the Source Materials pursuant to Section 6.6. WRT shall indemnify, defend and hold harmless MG and its affiliates, and their respective officers, directors, employees, agents and customers, from any and all third party

claims, liabilities, judgments, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and all damages or expenses asserted against such party) as a result of (a) a breach of the representations or warranties made by WRT in Sections 8.1, 8.2 or 10 of this Agreement, (b) any claim of infringement or misappropriation related to the WRT Products, RoninCast™ Technology, RoninCast™ System(s) or the WRT Intellectual Property Rights (including, without limitation, the trademarks licensed pursuant to Section 6.1), or their use as permitted hereunder, or (c) any Technical and Support Services or other services provided to End Users. In addition, WRT will indemnify and hold harmless MG and its affiliates and their respective officers, directors, employees, agents and customers, from any and all claims, liabilities, judgments, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and all damages or expenses asserted against such party) as a result of any failure of WRE to fulfill its obligations hereunder or to abide by the terms of this Agreement.

11.2 Notice. Each party shall immediately provide; the other party with written notice of any claims for which it desires to seek indemnity hereunder. The party seeking indemnification under this Section 11 shall fully cooperate (and if necessary join in the action) with the other party (the "Indemnifying Party") in the defense of any such claims at the Indemnifying Party's expense. The Indemnifying Party shall control the defense and settlement of any claim for which it is indemnifying the other party under this Section 11.

11.3 Third Party Infringer. If either learns of an infringement within the Territory of any of the WRT Intellectual Property Rights licensed under this Agreement or any WRT Products, it shall give written notice thereof the other party. Each party shall then use its best efforts in cooperation with the other party to terminate such infringement without litigation. If the infringing activity is not terminated, MG may elect to commence suit against the infringing party on its own account and at its own expense, and shall be entitled to retain all amounts recovered from such suit. WRT may monitor or join such suit at his own expense. If MG elects not to commence any such suit, then WRT is free to do so at its own expense. Each party shall provide reasonable cooperation (including joining in such suit if necessary) to other party in any suit contemplated under this Section 11.3, at the other party's expense, including, without limitation, testimony and the execution of any pleadings, affidavits or other legal documents reasonable requested by the other party.

12. Miscellaneous.

12.1 Complete Agreement. This Agreement, including the attached Schedules, which are incorporated as an integral part of this Agreement, constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes all previous proposals, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement. In particular, the Letter of Intent between the parties dated April 19, 2004, shall be superseded and terminated by this Agreement.

12.2 Relationship of Parties. Nothing in this Agreement shall be construed to make the parties to this Agreement agents of each other; and neither party shall so represent itself as agent of the other. Neither MG nor WRT shall have any authority to represent itself as any type of agent of the other. Neither party shall have authority to enter into agreements of any kind

on behalf of the other party, nor shall either party have the power or authority to bind or obligate the other party in any manner to any third party.

12.3 Assignment/Transferability. MG may sell, assign, or otherwise transfer (by operation of law or otherwise) any of its rights or obligations under this Agreement without the prior written permission of WRT. Upon the acceptance of the assignment and assumption of the obligations, duties and liabilities by assignee, MG shall be released and discharged, to the extent of the assignment, from all further obligations, duties and liabilities under this Agreement solely as to any products that are not ordered by MG prior to the effective date of the assignment.

12.4 Notices. Any notice which either party is required or may desire to give the other party under this Agreement shall be in writing and delivered via facsimile to the facsimile number set forth below confirmed by the sender and followed by regular mail to the address set forth below or by regular or certified mail addressed to the other party at the address set forth below, unless subsequently changed by written notice to the other party. Postage shall be prepaid, return receipt requested, and such notice shall be deemed given as of the date received or returned by the U.S. Postal Service for nondelivery.

If to Marshall:	Scott Anderson President & COO The Marshall Group, Inc. Suite 3000 150 South Fifth Street Minneapolis, Minnesota 55402 Fax No. (612) 376-1412
With a Copy To:	John S. Jagiela, Esq. The Marshall Group, Inc. Suite 3000 150 South Fifth Street Minneapolis, Minnesota 55402 Fax No. (612) 376-1412
If to Wireless Ronin:	Mr. Jeffrey Mack President & CEO Wireless Ronin Technologies Suite 301 510 First Avenue North Minneapolis, Minnesota 55403
With a Copy To:	Thor Christensen, Esq. Vice President Corporate Counsel Wireless Ronin Technologies Suite 301 510 First Avenue North Minneapolis, Minnesota 55403

12.5 Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

12.6 Amendment. This Agreement shall not be modified, amended, rescinded, terminated or waived, in whole or in part, except by written amendment signed by both parties hereto.

12.7 Publicity. This Agreement is confidential and no party shall issue press releases or engage in other types of publicity of any nature dealing with the commercial and legal details of this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

12.8 Severability. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement will not fail on account thereof and the balance of this Agreement will continue in full force and effect.

12.9 Confidentiality. The parties hereto confirm their obligations under the Non-Disclosure Agreement and agree that such agreement shall survive and control the confidential treatment of all information disclosed to either party whether prior, during or after the term of this Agreement.

12.10 Solicitation of Employees. During the term of this Agreement and for a period of two (2) years thereafter, each party agrees not to solicit or hire any employee of the other party, either directly or indirectly, for employment or consulting, provided however that the foregoing restriction shall not apply in the event of a release of the Source Materials to MG pursuant to Section 6.6.

IN WITNESS WHEREOF, WRT and MG each caused this Agreement to be executed by their duly authorized representatives as of the date set forth in the first paragraph.

Wireless Ronin Technologies, Inc.

/s/ Jeffrey Mack
Jeffrey Mack
President

The Marshall Special Assets Group, Inc.

/s/ Scott H. Anderson
Scott Anderson
President

Attachment I
Description of RoninCast™ Technology

RoninCast™ is comprised of four key components: (1) Content management software which allows the control of remote devices from a single location; (2) Innovative presentation technology employing Macromedia® Flash™ for rapid, vivid and powerful visuals; (3) Wireless 802.11 technology which allows ultimate location flexibility; and (4) Secure hardware platform and communication protocol using encryption, packet tracking and command verification.

The power to create full scale or on-the-fly media distributions resides in the Master Controller software which publishes and delivers the content as scheduled. Content is transmitted to remote locations for local distribution by the End Point Controller software and also reports back to the Master Controller regarding the health of the network. Site Controller software can be employed to interject quick updates to feature time critical information or for local customization of the content.

The H-Box is able to transmit information to virtually any display, video wall, plasma, LCD or jumbotron via a wired or wireless LAN, outputting standard VGA. The H-Box allows the convenience of utilizing an existing network and the flexibility to choose any location.

The S-Box offers the ability to provide compelling messages in a compact space. By combining a display with the H-box technology, the S-Box offers a space efficient frame, ease of installation and which can be interactive through a LCD touchscreen. The S-Box provides a custom solution for cash wraps, end caps and in elevators.

The T-Box is designed specifically for casino table applications whereby a traditionally static sigh is transformed into a compelling marketing tool. It provides the dealers the ability to dynamically change betting limit signage and to display advertising during shuffle-up or when the table is closed.

Interactive capability is another feature of RoninCast™. Touch screens become convertible and responsive, providing the opportunity to retain pertinent customer information. Designed for instinctive ease of use, RoninCast™ touch screens feature a flat LCD screen ranging in size from 6.4” to 42” in size.

Attachment II
List of WRT Products

Tbox; Sbox; Hbox; End Point Controller; End Point Controller Software; Site Control Software; Master Control Software; Graphic Design; System Installation and Maintenance; Software Support and Maintenance;

Attachment III
Maintenance and Support Agreement

This agreement is between Wireless Ronin Technologies ("WRT") whose primary place of business is situated at 510 First Ave. N. Suite 304 Minneapolis, MN 55403 and _____ (Company) with their primary business situated at _____.

This agreement is to be read in conjunction with the WRT License Agreement. The terms and conditions of the License Agreement and all amendments thereto are hereby acknowledged and reaffirmed.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Maintenance Services**. WRT will provide the following Maintenance Services for 1 year from the date of this agreement as an inclusion in the purchase price of the WRT software, **(ALL LICENSES MUST BE COVERED IN ORDER FOR ANY LICENSES TO BE COVERED)**, after which WRT will furnish the following maintenance, support and other services ("Services") for the Licensed Software under the terms listed in this agreement:

1.1. All updates, enhancements, upgrades or releases of the Licensed Software and related information and documentation ("Updates"); not to be less than one update per calendar year.

1.2. Reasonable access by telephone and/or Internet to _____ technical staff (not to exceed four hours per month) for consultation in the use and operation of the Licensed Software.

2. **Maintenance Fee.** In consideration for the Services, Licensee shall pay WRT the monthly fee set forth on Exhibit A hereto ("Maintenance Fee") beginning in the second year of this agreement. Licensee shall pay WRT the Maintenance Fee on or before the first day of each month for that month. WRT shall have the right to change the Maintenance Fee upon no less than thirty (30) days prior written notice to Licensee; provided, however, that WRT shall change the Maintenance Fee no more than once each twelve (12) months during the Term hereof.

3**. Term.** The initial term ("Initial Term") of this Agreement shall be for a period of twenty four (24) months. After the Initial Term, Licensee shall have the option of renewing this Agreement for additional one (1) year terms (each, a "Renewal Term" and together with the Initial Term, the "Term") by giving WRT notice no less than thirty (30) days prior written notice of such renewal. WRT may terminate this Agreement (i) immediately upon breach of this Agreement by Licensee, which breach remains uncured fifteen (15) days after written notice thereof from WRT, or (ii) upon no less than ninety (90) days prior written notice to Licensee. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate upon termination of the License Agreement.

4. **License.** All Services provided to Licensee hereunder shall be deemed to be a part of the Licensed Software as that expression is used in the License Agreement, and all terms and conditions of the License Agreement, including without limitation those relating to use, copying, return of materials, assignments, ownership, copyright, trade secret and patent protection and applicable law.

5. **Limited Warranty.** WRT warrants the media on which the Updates are provided to be free from defects in materials and workmanship for ninety (90) days after delivery. Defective media may be returned for replacement without charge during the ninety (90) day warranty period unless the media have been damaged by accident or misuse. WRT warrants, for ninety (90) days after purchase, that any unaltered Update will substantially conform to the documentation that accompanies it (WRT expressly reserves the right to provide the documentation on the same media as the Updates). Any implied warranties are limited to the duration of the express warranties stated in this Section 5. WRT does not warrant that: (a) operation of any of the Updates shall be uninterrupted or error free, (b) that functions contained in the Updates shall operate in combinations which may be selected for use by Licensee or meet Licensee's requirements, or (c) that the Updates will detect all viruses, Trojan horses, worms or other software routines or hardware components designed to permit unauthorized access to or to disable, erase or otherwise harm any software, hardware or data. WRT's entire liability and your exclusive remedy shall be, at the option of WRT, either (a) return of the price paid or (b) repair or replacement of any Update that does not meet the foregoing warranty, when returned to WRT. This limited warranty is void if failure of the Update has resulted from accident, abuse or misapplication. Any replacement software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

THE FOREGOING EXPRESS LIMITED WARRANTIES ARE IN LIEU OF AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WRT SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICES AND THE PROVISION OF OR FAILURE TO PROVIDE SUCH SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WRT OR ITS DISTRIBUTORS OR DEALERS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF INCOME, PROFITS, USE OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THE USE OF OR INABILITY TO USE ANY UPDATE, EVEN IF WRT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WRT'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE MAINTENANCE FEES PAID BY LICENSEE HEREUNDER.

Consumer Rights: For personal, family or household use of the Services, some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. These warranties give you specific legal rights and remedies; you may also have other rights and remedies which arise from operation of law and vary from state to state or province to province.

6. **Force Majeure.** WRT shall not be liable to Licensee for any failure or delay caused by events beyond WRT's reasonable control, including, without limitation, Licensee's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials or equipment; or technical failures.

7. **Non-Assignment**. Licensee shall have the right to assign this Agreement to a successor by merger or a purchaser of all or substantially all of its assets relating to the business of which the use or sale of the Licensed Software are a part if the successor agrees in writing to be bound by this license. WRT shall have the right to assign this Agreement, in whole or in part, and/or to subcontract its performance obligations hereunder, at any time and from time to time in its sole discretion.

8. **Entire Agreement.** This Agreement, together with the License Agreement and any and all exhibits, schedules and appendices attached hereto and thereto, constitute the entire agreement between the parties and supersede all prior oral or written representations, agreements, promises, or other communications, which pertain to the covered subject matter. This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of each party.

9. **Governing Law**. This Agreement is made under and shall be governed by and construed in accordance with the laws of the state of Minnesota. Any dispute arising out of or in connection with this Agreement shall be adjudicated exclusively in the state or federal courts of Minnesota, and all parties consent to personal jurisdiction and venue therein.

10. **Notices.** Any notice required under this Agreement shall be given in writing and delivered by registered or certified mail, return receipt requested, or overnight delivery service to the parties at their addresses noted above or such other addresses as shall have been designated to each other in writing. All notices to WRT shall be directed to the attention of Thor Christensen, CEO/President. All notices to Licensee shall be directed to the attention of Thor Christensen.

11. **Severability.** If any provision of this Agreement shall be held unenforceable or invalid, the remaining parts shall remain in full force and effect.

12. **Enforcement.** The failure of either party in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or provisions on any future occasion. The headings are for convenience only and do not affect the meaning of this Agreement.

13. **Counterparts.** The parties may execute this Agreement in one or more counterpart copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto, each by a duly authorized representative, have executed this Agreement as of the date first written above.

WRT, INC. ("WRT") _____ ("Licensee")

By: _____ By: _____

Its: _____ Its: _____

Attachment IV
WRT TRADEMARKS

RoninCast™
Wireless Ronin®

EXHIBIT 10.19

COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No	Call / Coll 4A / 100	Account	Officer TMF	Initials

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower:	**Wireless Ronin Technologies, Inc.** **14700 Martin Dr.** **Eden Prairie, MN 55344**	**Lender:**	**Signature Bank** **9800 Bren Road East Ste 200** **Minnetonka, MN 55343**
Guarantor:	**Michael J. Hopkins** **19549 Jersey Avenue** **Lakeville, MN 55044**		

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's

liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unterminated guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF: BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to advances or new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due, This Guaranty will continue to bind Guarantor for all the Indebtedness incurred by Borrower or committed by Lender prior to receipt of Guarantor's written notice of revocation, including any extensions, renewals, substitutions or modifications of the Indebtedness. All renewals, extensions, substitutions, and modifications of the Indebtedness granted after Guarantor's revocation, are contemplated under this Guaranty and, specifically will not be considered to be new Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars ($0.00), prior to Guarantor's written revocation of this Guaranty shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars ($0.00).**

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, **without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time**: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold

security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S FINANCIAL STATEMENTS. Guarantor agrees to furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than ninety (90) days after the end of each fiscal year, Guarantor's balance sheet and income statement for the year ended, prepared by Guarantor.

Tax Returns. As soon as available, but in no event later than thirty (30) days after the applicable filing date for the tax reporting period ended, Federal and other governmental tax returns, prepared by Guarantor.

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Guarantor as being true and correct.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any

presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. This Guaranty has been accepted by Lender in the State of Minnesota.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Hennepin County, State of Minnesota.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds

Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Wireless Ronin Technologies, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

GAAP. The word "GAAP" means generally accepted accounting principles.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation Michael J. Hopkins, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's Indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means Signature Bank, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED DECEMBER 30, 2005.

GUARANTOR:

X /s/ Michael J. Hopkins
Michael J. Hopkins

EXHIBIT 10.22

LEASE

THIS INDENTURE of lease, entered into this 18th day of April, 2006, by and between Dennis P. Dirlam ("Landlord") and Wireless Ronin Technologies, Inc. ("Tenant").

DEFINITIONS

"**Property**" — That certain real property located in the City of Eden Prairie, County of Hennepin State of Minnesota, and legally described on **Exhibit A** attached hereto and made a part hereof, including all buildings and site improvements located thereon.

"**Building**" — That certain office/warehouse building containing approximately 29,700 square feet located upon the Property and commonly described as Dirlam Warehouse.

"**Demised Premises**" — That certain portion of the Building located at 14793 Martin Drive, Eden Prairie, Minnesota, consisting of approximately 2,160 square feet (0 square feet office and 2,160 square feet of warehouse space), as measured from the outside walls of the Demised Premises to the center of the demising wall, as shown on the floor plan attached hereto as **Exhibit B** and made a part hereof. The Demised Premises include the non-exclusive right of access to common areas, as hereinafter defined, and all licenses and easements appurtenant to the Demised Premises.

"**Common Areas**" — The term "common area" means the entire areas available for the non-exclusive use by Tenant and other Tenants in the Building, including, but not limited to, corridors, lavatories, driveways, truck docks, parking lots and landscaped areas. Subject to reasonable rules and regulations promulgated by Landlord, the common areas are hereby made available to Tenant and its employees, agents, customers, and invitees for reasonable use in common with other Tenants, their employees, agents, customers and invitees.

TERM

1. For and in consideration of the rents, additional rents, terms, provisions and covenants herein contained, Landlord hereby lets, leases and demises to Tenant the Demised Premises for a term commencing on the earlier of (i) the 19th day of April, 2006 or (ii) the date on which Tenant opens the Demised Premises for business (the "Commencement Date") and expiring the 30th day of September, 2007 (the "Expiration Date"), unless sooner terminated as hereinafter provided. After lease expires, Tenant shall be able to extend the lease from month to month, cancelable by either party with thirty days written notice, and have a right of first refusal on any similar vacant warehouse space.

BASE RENT

2. Tenant shall to pay to Landlord base rent for the Demised Premises ("Base Rent"), exclusive of any other charge provided for in this Lease to be paid by Tenant, as set forth below. Base Rent shall be payable in equal monthly installments, in advance, commencing on the first full month of the term of this Lease, and continuing on the first

day of each subsequent month during the term hereof. In the event the term hereof commences on a day other than the first day of a month, Base Rent payable during such first month shall be adjusted on a pro rata basis and shall be paid contemporaneously with the execution of this lease. Base Rent shall be paid without setoff, deduction, demand or counterclaim of any nature whatsoever, in advance on the first day of each and every calendar month during the term hereof.

Dates	Monthly GROSS Rent
4/19/06 to 4/30/06	$ 540.00
05/01/06 to 09/30/07	$ 1,350.00

All Rent and other sums payable hereunder by Tenant which are not paid when due shall bear interest from the date due to the date paid at a rate of three and one half percent (3.5%) per annum in excess of the "Prime Rate" published in the *Wall Street Journal*, as the same changes from time to time (the "Default Rate").

COVENANT TO PAY RENT

1. The covenants of Tenant to pay the Base Rent and the Additional Rent are each independent of any other covenant, condition, provision or agreement contained in this Lease. All rents are payable to Landlord at:

Dennis P. Dirlam
15241 Creekside Court
Eden Prairie, MN 55346
(612) 759-0411

(or such other address indicated in writing by Landlord).

UTILITIES

1. Landlord shall provide mains and conduits to supply water, gas, electricity and sanitary sewage to the Property. If Landlord elects to furnish any of the foregoing utility services or other services furnished or caused to be furnished to Tenant, then the rate charged by Landlord shall not exceed the rate Tenant would be required to pay to a utility company or service company furnishing any of the foregoing utilities or services. All amounts payable by Tenant to Landlord hereunder shall be deemed Additional Rent in accordance with Article 3.

CARE AND REPAIR OF DEMISED PREMISES

1. Tenant shall, at all times throughout the term of this Lease, including renewals and extensions, and at its sole expense, keep and maintain the Demised Premises in a clean, safe, sanitary and first class condition and in compliance with all applicable laws, codes, ordinances, rules and regulations. Tenant's obligations hereunder shall include but not be limited to the maintenance, repair and replacement, if necessary, of heating and air conditioning fixtures, equipment, and systems (the "HVAC Equipment"), all lighting and plumbing fixtures and equipment, fixtures, motors and machinery, all interior walls, partitions, doors and windows, including the regular painting thereof, all exterior entrances to the Demised Premises, windows, doors and loading docks and dock equipment and the replacement of all broken glass. When used in this provision, the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by the Tenant shall be equal in quality and class to the original work. Without limiting the generality of the foregoing, Tenant shall obtain and maintain at all times during the term of this Lease a maintenance contract with a responsible, licensed HVAC contractor, on terms reasonably acceptable to Landlord, for the regular maintenance of all HVAC Equipment within or exclusively serving the Demised Premises, and shall be responsible for the performance of all maintenance to be performed thereunder. Tenant shall keep accurate and complete records of the performance of all scheduled maintenance under such contract and shall provide copies thereof to Landlord from time to time upon request by Landlord. The Tenant shall keep and maintain all portions of the Demised Premises and the sidewalk and areas adjoining the same in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice.

   If Tenant fails, refuses or neglects to maintain or repair the Demised Premises as required in this Lease, after notice shall have been given Tenant in accordance with Article 33 of this Lease, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay to Landlord all costs plus 15% for overhead incurred by Landlord in making such repairs upon presentation to Tenant of bill therefor; provided, however, that no notice shall be required in the event of any hazardous or emergency condition.

   Landlord shall repair, at its expense (subject to inclusion in "Operating Expenses" pursuant to Section 3), the structural portions of the Building; provided, however, where structural repairs are required to be made by reason of the acts of Tenant, the costs thereof shall be borne by Tenant and payable by Tenant to Landlord upon demand.

   Except as otherwise provided herein, the Landlord shall be responsible for all outside maintenance of the Demised Premises, including grounds and parking areas. All such maintenance which is the responsibility of the Landlord shall be provided as reasonably necessary to the comfortable use and occupancy of Demised Premises during business hours, except Saturdays, Sundays and holidays, upon the condition that the Landlord shall not be liable for damages for failure to do so due to causes beyond its control.

SIGNS

7. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Property and visible from the exterior of the Building, or visible from the exterior of the Demised Premises, shall be subject to Landlord's prior approval and shall be installed at Tenant's expense. In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant.

ALTERATIONS, INSTALLATION, FIXTURES

8. Except as hereinafter provided, Tenant shall not make any alteration, additions, or improvements in or to the Demised Premises or add, disturb or in any way change any plumbing or wiring therein without the prior written consent of the Landlord. In the event alterations are required by any governmental agency by reason of the use and occupancy of the Demised Premises by Tenant, Tenant shall make such alterations at its own cost and expense after first obtaining Landlord's approval of plans and specifications therefor and furnishing such indemnification as Landlord may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by Tenant must be made in compliance with all laws, ordinances and governmental regulations affecting the Property and Tenant shall warrant to Landlord that all such alterations, additions, or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations, permits and insurance requirements. Construction of such alterations or additions shall commence only upon Tenant obtaining and exhibiting to Landlord the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, physical additions or improvements to the Demised Premises made by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Tenant, which may be removed by Tenant at the end of the term of this Lease if Tenant is not then in default. Tenant shall be responsible for all costs related to improvements or modifications to the Demised Premises required or necessary to comply with The Americans With Disabilities Act of 1990 (ADA), or similar statutes or law.

POSSESSION

9. Except as hereinafter provided, Landlord shall deliver possession of the Demised Premises to Tenant in the condition required by this Lease on or before the Commencement Date, but delivery of possession prior to or later than such Commencement Date shall not affect the expiration date of this Lease. Landlord shall not be liable in any respect for any failure to deliver possession of the Demised Premises to Tenant on or before the Commencement Date. The rentals herein reserved shall commence on the date when possession of the Demised Premises is delivered by Landlord to Tenant. Any occupancy by Tenant prior to the beginning of the term shall in all respects be the same as that of a Tenant under this Lease. Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the Demised Premises.

SECURITY AND DAMAGE DEPOSIT

10. Tenant contemporaneously with the execution of this Lease, has deposited with Landlord the sum of One Thousand Three Hundred Fifty and no/100 Dollars ($1,350.00), receipt of which is acknowledged hereby by Landlord, which deposit is to be held by Landlord, without liability for interest, as a security and damage deposit for the faithful payment and performance by Tenant of all of its obligations hereunder, during the term hereof and any extension hereof. Landlord may co-mingle such deposit with Landlord's own funds and to use such security deposit for such purpose as Landlord may determine. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof and any extension hereof, and without limiting any other remedy available to Landlord, then Landlord either with or without terminating this Lease, may (but shall not be required to) apply such portion of said deposit as may be necessary to compensate or repay Landlord for all losses or damages sustained or to be sustained by Landlord due to such breach on the part of Tenant, including, but not limited to overdue and unpaid rent, any other sum payable by Tenant to Landlord pursuant to the provisions of this Lease, damages or deficiencies in any reletting of the Demised Premises, and reasonable attorney's fees incurred by Landlord. Should the entire deposit or any portion thereof, be appropriated and applied by Landlord, in accordance with the provisions of this paragraph, Tenant upon written demand by Landlord, shall remit forthwith to Landlord a sufficient amount of cash to restore said security deposit to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Said security deposit shall be returned to Tenant, less any amounts retained by Landlord pursuant to the provisions of this paragraph, at the end of the term of this Lease or any renewal thereof, or upon the earlier termination of this Lease. Tenant shall have no right to anticipate return of said deposit by withholding any amount required to be paid pursuant to the provisions of this Lease or otherwise.

In the event Landlord shall sell the Property, or shall otherwise convey or dispose of its interest in this Lease, Landlord may assign said security deposit or any balance thereof to Landlord's assignee, whereupon Landlord shall be released from all liability for the return or repayment of such security deposit and Tenant shall look solely to the said assignee for the return and repayment of said security deposit. Said security deposit shall not be assigned or encumbered by Tenant without the written consent of Landlord, and any assignment or encumbrance without such consent shall not bind Landlord. In the event of any rightful and permitted assignment of this Lease by Tenant, said security deposit shall be deemed to be held by Landlord as a deposit made by the assignee, and Landlord shall have no further liability with respect to the return of said security deposit to the Tenant.

USE

11. The Demised Premises shall be used and occupied by Tenant solely for the purposes of warehouse storage of materials so long as such use is in compliance with all applicable laws, ordinances and governmental regulations affecting the Building and Demised Premises. The Demised Premises shall not be used in such manner that, in accordance with any requirement of law or of any public authority, Landlord shall be obligated, as a

result of the purpose or manner of said use, to make any addition or alteration to or in the Building. The Demised Premises shall not be used in any manner which will increase the rates required to be paid for public liability or for fire and extended coverage insurance covering the Demised Premises. Tenant shall occupy the Demised Premises, conduct its business and control its agents, employees, invitees and visitors in such a way as is lawful and reputable, and will not permit or create any nuisance, noise, odor, or otherwise interfere with, annoy or disturb any other tenant in the Building in its normal business operations or Landlord in its management of the Building. Tenant's use of the Demised Premises shall conform to all the Landlord's rules and regulations relating to the use of the Demised Premises. Outside storage on the Demised Premises of any type of equipment, property or materials owned or used by Tenant or its customers or suppliers shall not be permitted.

ACCESS TO DEMISED PREMISES

1. The Tenant agrees to permit the Landlord and the authorized representatives of the Landlord to enter the Demised Premises at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to the Demised Premises and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body or that the Landlord may deem necessary to prevent waste or deterioration in connection with the Demised Premises. Nothing herein shall imply any duty upon the part of the Landlord to do any such work which, under any provision of this Lease, the Tenant may be required to perform and the performance thereof by the Landlord shall not constitute a waiver of the Tenant's default in failing to perform the same. The Landlord may, during the progress of any work in the Demised Premises, keep and store upon the Demised Premises all necessary materials, tools and equipment. The Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of the Tenant by reason of making repairs or the performance of any work in the Demised Premises, or on account of bringing materials, supplies and equipment into or through the Demised Premises during the course thereof and the obligations of the Tenant under this Lease shall not thereby be affected in any manner whatsoever.

   Landlord reserves the right to enter upon the Demised Premises at any time in the event of an emergency and at reasonable hours to exhibit the Demised Premises to prospective purchasers or others; and to exhibit the Demised Premises to prospective Tenants and to the display "For Lease" or similar signs on windows or doors in the Demised Premises during the last 180 days of the term of this Lease, all without hindrance or molestation by Tenant.

EMINENT DOMAIN

1. In the event of any eminent domain or condemnation proceeding or private sale in lieu thereof in respect to the Building during the term hereof, the following provisions shall apply:

a. If the whole of the Building shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date possession shall be taken in such proceeding and all rentals shall be paid up to that date.

b. If any part constituting less than the whole of the Building shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall materially affect the Demised Premises so as to render the Demised Premises unsuitable for the business of the Tenant, in the reasonable opinion of Landlord, then the term of this Lease shall cease and terminate as of the date possession shall be taken by the condemning authority and rent shall be paid to the date of such termination.

In the event of a partial taking or condemnation of the Building which shall not materially affect the Demised Premises so as to render the Demised Premises unsuitable for the business of the Tenant, in the reasonable opinion of the Landlord, this Lease shall continue in full force and effect but with a proportionate reduction of the Base Rent and Additional Rent based on the portion of the Building taken. Landlord reserves the right, at its option, to restore the Building and the Demised Premises to substantially the same condition as they were prior to such condemnation. In such event, Landlord shall give written notice to Tenant, within thirty (30) days following the date possession shall be taken by the condemning authority, of Landlord's intention to restore. Upon Landlord's notice of election to restore, Landlord shall commence restoration and shall restore the Building and the Demised Premises with reasonable promptness, subject to delays beyond Landlord's control and delays in the receipt of condemnation or sale proceeds by Landlord; and Tenant shall have no right to terminate this Lease except as herein provided. Upon completion of such restoration, the rent shall be re-adjusted based upon the portion, if any, of the Building restored.

c. In the event of any condemnation or taking as aforesaid, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right to claim to any part thereof.

d. Although all damages in the event of any condemnation shall belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Demised Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment. However, Tenant shall have no claim against Landlord and shall make no claim with the condemning authority

for the loss of its leasehold estate, any unexpired term or loss of any possible renewal or extension of said lease or loss of any possible value of said Lease.

DAMAGE OR DESTRUCTION

1. In the event of any damage or destruction to the Demised Premises by fire or other cause during the term hereof, the following provisions shall apply:

   a. If the Building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed thirty percent (30%) of the replacement value of the Building (exclusive of foundations) just prior to the occurrence of the damage, then Landlord may, no later than the sixtieth (60th) day following the damage, give Tenant written notice of Landlord's election to terminate this Lease.

   b. If the cost of restoration as estimated by Landlord will equal or exceed fifty percent (50%) of said replacement value of the Building and if the Demised Premises are not suitable as a result of said damage for the purposes for which they are demised hereunder, in the reasonable opinion of Landlord and Tenant, then Tenant may, no later than the sixtieth (60th) day following the damage, give Landlord a written notice of election to terminate this Lease.

   c. If the cost of restoration as estimated by Landlord shall amount to less than thirty percent (30%) of said replacement value of the Building, or if, despite the cost, Landlord does not elect to terminate this Lease, Landlord shall restore the Building and the Demised Premises with reasonable promptness, subject to delays beyond Landlord's control and delays in the receipt of insurance proceeds by Landlord; and Landlord shall not be responsible for restoring or repairing leasehold improvements of the Tenant.

   d. In the event either of the elections to terminate is properly exercised, this Lease shall be deemed to terminate on the date of the receipt of the notice of election and all rents shall be paid up to that date. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

   e. In any case where damage to the Building shall materially affect the Demised Premises so as to render them unsuitable in whole or in part for the purposes for which they are demised hereunder, then, unless such destruction was wholly or partially caused by the negligence or breach of the terms of this Lease by Tenant, its employees, agents or representatives, a portion of the rent based upon the extent to which the Demised Premises are rendered unsuitable shall be abated until repaired or restored. If the destruction or damage was wholly or partially caused by negligence or breach of the terms of this Lease by Tenant as aforesaid

and if Landlord shall elect to rebuild, the rent shall not abate and the Tenant shall remain liable for the same.

CASUALTY INSURANCE

1 a. Landlord shall at all times during the term of this Lease, at its expense (except that such expense shall be included in the calculation of Additional Rent under Section 3 hereof), maintain a policy or policies of insurance issued by an insurance company licensed to do business in the State of Minnesota insuring the Building using the standard Minnesota Special Cause of Loss Form or equivalent for the full replacement value, provided that Landlord shall not be obligated to insure any furniture, equipment, machinery, goods or supplies which Tenant may bring upon the Demised Premises or any tenant improvements which Tenant or Landlord may construct or install on the Demised Premises, prior to or after the date of this Lease. Landlord may at its option also elect to carry rent loss insurance or other types of insurance commonly carried by owners of similar properties in the Minneapolis-St. Paul Metropolitan Area, and the Tenant's pro rata share of the cost thereof shall constitute Additional Rent.

b. Tenant shall not carry any stock of goods or do anything in or about the Demised Premises which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

c. Provided Landlord's insurance carrier consents, Landlord hereby waives and releases all claims, liability and causes of action against Tenant and its agents, servants and employees for loss or damage to, or destruction of, the Demised Premises or any portion thereof, including the buildings and other improvements situated thereon, resulting from fire, explosion and other perils, to the extent such loss or damage is covered by standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. Likewise, Tenant hereby waives and releases all claims, liabilities and causes of action against Landlord and its agents, servants and employees for loss or damage to, or destruction of, any of the improvements, fixtures, equipment, supplies, merchandise and other property, whether that of Tenant or of others in, upon or about the Demised Premises resulting from fire, explosion or the other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. The waiver by Tenant contained in this Section 14.2 shall remain in force whether or not the Tenant's insurer shall consent thereto.

d. In the event that the use of the Demised Premises by Tenant increases the premium rate for insurance carried by Landlord on the improvements of which the Demised Premises are a part, Tenant shall pay Landlord, upon demand, the amount of such premium increase. If Tenant installs any electrical equipment that overloads the power lines to the Building or its wiring, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements

of the insurance underwriter, insurance rating bureau and governmental authorities having jurisdiction.

e. Tenant shall during the term of this Lease, obtain and maintain in full force and effect at its sole cost and expense a policy or policies of insurance insuring all of its personal property located within the Demised Premises from time to time, as well as all tenant improvements made thereto, against loss or damage by fire, explosion or other such hazards and contingencies for the full replacement value thereof. Such policy or policies shall provide that thirty (30) days written notice must be given to Landlord prior to cancellation or modification thereof. Tenant shall furnish evidence satisfactory to Landlord at the time this Lease is executed and thereafter from time to time upon request by Landlord that such coverage is in full force and effect.

PUBLIC LIABILITY INSURANCE

1. Tenant shall during the term hereof, keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the Demised Premises and the business of Tenant in amounts not less than $1,000,000 per occurrence, $2,000,000 aggregate using current ISO General Liability forms or equivalent naming the Landlord as an additional insured. Such policy or policies shall provide that thirty (30) days written notice must be given to Landlord prior to cancellation or modification thereof. Tenant shall furnish evidence satisfactory to Landlord at the time this Lease is executed and thereafter upon request by Landlord that such coverage is in full force and effect.

DEFAULT OF TENANT

17 a. In the event of any failure of Tenant to pay any Base Rent, Additional Rent or other amounts due hereunder within five (5) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant with all reasonable diligence, but in any event for more than thirty (30) days after written notice of such failure shall have been given to Tenant, or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if Tenant or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings, or any person shall file against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant’s or any such guarantor’s property, or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into any similar arrangement, or if any guarantor of this Lease shall be in default in the performance of any covenant, duty or obligation under any guaranty or other agreement entered into with or in favor of Landlord and such default shall remain uncured for a period of thirty (30) days or more after notice of such default, or if Tenant shall abandon or vacate the Demised Premises or suffer this Lease to be taken under any writ of execution (any one or more of the foregoing shall

constitute an “Event of Default”), then in any such event Tenant shall be in default hereunder, and Landlord, in addition to any other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Demised Premises and such property may be removed and stored in a public warehouse or elsewhere at the sole cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

b. Upon the occurrence of an Event of Default, Landlord shall have the right (in addition to any other rights or remedies) to either terminate this Lease or, from time to time, without terminating this Lease, to terminate Tenant’s right of possession of the Demised Premises. If Landlord terminates Tenant’s right of possession only, Landlord may, but shall in no event be obligated to, make such alterations and repairs as may be necessary in order to relet the Demised Premises, and relet the Demised Premises or any part thereof upon such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon any such reletting all rentals received by the Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney’s fees and costs of such alterations and repairs; third, to the payment of the rent due and unpaid payment of future rent as the same may become due and payable hereunder. If such rentals received from any such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant, upon demand, shall pay any such deficiency to Landlord. No such re-entry or taking possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time after such re-entry and reletting elect to terminate this Lease, and in addition to any other remedies it may have, it may recover from any Tenant all damages it may incur by reason of such breach, including the cost of recovering the Demised Premises, reasonable attorney’s fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Demised Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

c. Landlord may, at its option, in addition to any other rights or remedies available to it in this Lease or otherwise by law, statute or equity, spend such money as is necessary to cure any default of Tenant herein and the amount so spent, and costs incurred, including attorney’s fees in curing such default, shall be paid by Tenant, as additional rent, upon demand.

d. In the event suit shall be brought for recovery of possession of the Demised Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or in connection with any Event of Default, and an Event of Default shall be established, Tenant shall pay to Landlord all expenses incurred in connection therewith, including attorney's fees, together with interest on all such expenses at the Default Rate from the date of such breach.

e. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Demised Premises, by reason of any Event of Default hereunder, or otherwise. Tenant also waives any demand for possession of the Demised Premises, and any demand for payment of rent and any notice of intent to re-enter the Demised Premises, or of intent to terminate this Lease, other than the notices above provided in this Article, and waives any and every other notice or demand prescribed by any applicable statutes or laws.

f. No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to Landlord shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

HOLD HARMLESS

18. Except to the extent any liability for damage or loss is caused by the gross negligence of Landlord, its agents or employees, Tenant shall hold harmless Landlord, its shareholders, directors, officers, agents and employees, from any liability for damages to any person or property in or upon the Demised Premises and the Demised Premises, including the person and the property of Tenant and its employees and all persons in the Building at its or their invitation or sufferance, and from all damages resulting from Tenant's failure to perform the covenants or other provisions of this Lease. All property kept, maintained or stored on the Demised Premises shall be so kept, maintained or stored at the sole risk of Tenant. Tenant agrees to pay all sums of money in respect of any labor, service, materials, supplies or equipment furnished or alleged to have been furnished to Tenant in or about the Demised Premises, and not furnished on order of Landlord, which may be secured by any mechanic's materialmen's or other lien provided that Tenant may contest such lien, upon providing Landlord adequate security against such lien. If any such lien is reduced to final judgment and if such judgment or process thereon is not stayed, or if stayed and said stay expires, then Tenant shall immediately pay and discharge said judgment. Landlord shall have the right to post and maintain on the Demised Premises, notices of non-responsibility under the laws of the State of Minnesota.

NON-LIABILITY

19. Landlord shall not be liable for damage to any property of Tenant or of others located on the Demised Premises, nor for the loss of or damage to any property of Tenant or of

others by theft or otherwise. Without limiting the foregoing, Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Demised Premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any such damage caused by other Tenants or persons in the Demised Premises, occupants of adjacent property, of the buildings, or the public or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Demised Premises. All property of Tenant kept or stored on the Demised Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to or loss of the same, including subrogation claims by Tenant's insurance carrier.

SUBORDINATION

20 a. This Lease shall be subordinated to any mortgages that may now exist or that may hereafter be placed upon the Demised Premises and to any and all advances made thereunder, and to all interest and other charges relating to the indebtedness evidenced by such mortgages, and to all renewals, replacements and extensions thereof. In the event of execution by Landlord after the date of this Lease of any such mortgage, renewal, replacement or extension, Tenant agrees to execute a subordination agreement and/or any other documents relating to this Section 19 with the holder thereof, which agreement shall provide, among other things, that:

b. Such holder shall not disturb the possession and other rights of Tenant under this Lease so long as Tenant is not in default hereunder,

c. In the event of acquisition of title to the Demised Premises by such holder, such holder shall accept the Tenant as Tenant of the Demised Premises under the terms and conditions of this Lease and shall perform all the obligations of Landlord hereunder, and

d. The Tenant shall recognize such holder as Landlord hereunder.

e. Tenant shall, upon receipt of a request from Landlord therefor, execute and deliver to Landlord or to any proposed holder of a mortgage or trust deed or to any proposed purchaser of the Demised Premises, a certificate in recordable form, certifying that this Lease is in full force and effect, and that there are no offsets against rent nor defenses to Tenant's performance under this Lease, or setting forth any such offsets or defenses claimed by Tenant as the case may be. Tenant shall execute and deliver any such subordination agreement or other such documents within ten (10) days of written request therefor. The failure of Tenant to do so within such time frame shall constitute an immediate default hereunder without the need for Landlord to provide any notice and/or opportunity to cure as

set forth in Section 16 hereof. Tenant hereby irrevocably appoints Landlord its attorney in fact to execute any such subordination agreement or other such document in the name of Tenant upon the failure of Tenant to perform its obligations under this Section 19 as required hereunder.

ASSIGNMENT OR SUBLETTING

21. Tenant agrees to use and occupy the Demised Premises throughout the entire term hereof for the purpose or purposes herein specified and for no other purposes, in the manner and to substantially the extent now intended, and not to transfer or assign this Lease or sublet said Demised Premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior written consent of Landlord in each instance. Tenant shall seek such consent of Landlord by a written request therefor, setting forth such information as Landlord may deem necessary. Consent by Landlord to any assignment of this Lease or to any subletting of the Demised Premises shall be at Landlord's sole discretion and shall not be a waiver of Landlord's rights under this Article as to any subsequent assignment or subletting. Landlord's rights to assign this Lease are and shall remain unqualified. No such assignment or subleasing shall relieve the Tenant from any of Tenant's obligations in this Lease contained, nor shall any assignment or sublease or other transfer of this Lease be effective unless the assignee, subtenant or transferee shall at the time of such assignment, sublease or transfer, assume in writing for the benefit of Landlord, its successors and assigns, all of the terms, covenants and conditions of this Lease thereafter to be performed by Tenant and shall agree in writing to be bound thereby. Should Tenant sublease in accordance with the terms of this Lease, any increase in rental received by Tenant over the per square foot rental rate which is being paid by Tenant shall be forwarded to and retained by Landlord, which increase shall be in addition to the Base Rent and Additional Rent due Landlord under this Lease.

ATTORNMENT

22. In the event of a sale or assignment of Landlord's interest in the Demised Premises or in the Building in which the Demised Premises are located, or this Lease, or if the Demised Premises come into custody or possession of a mortgagee or any other party whether because of a mortgage foreclosure, or otherwise, Tenant shall attorn to such assignee or other party and recognize such party as Landlord hereunder; provided, however, Tenant's peaceable possession will not be disturbed so long as Tenant faithfully performs its obligations under this Lease. Tenant shall execute, on demand, any attornment agreement required by any such party to be executed, containing such provisions as such party may require.

NOVATION IN THE EVENT OF SALE

23 a. In the event of the sale of the Building, Landlord shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from and after the date of sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of Landlord herein.

b. The Tenant agrees at any time and from time to time upon not less than ten (10) days prior written request by the Landlord to execute, acknowledge and deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (as modified and stating the modifications, if any) and the dates to which the base rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or mortgagee or assignee of any mortgage upon the fee of the Demised Premises.

SUCCESSORS AND ASSIGNS

24. The terms, covenants and conditions hereof shall be binding upon and inure to the successors and permitted assigns of the parties hereto.

REMOVAL OF FIXTURES

25. Notwithstanding anything contained in Article 7, 28 or elsewhere in this Lease, if Landlord requests then Tenant will promptly remove at the sole cost and expense of Tenant all fixtures, equipment and alterations made by Tenant, at the time Tenant vacates the Demised Premises, and Tenant will promptly restore said Demised Premises to the condition that existed immediately prior to said fixtures, equipment and alterations having been made, all at the sole cost and expense of Tenant.

QUIET ENJOYMENT

26. Landlord warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that Tenant, upon payment of the rents and other amounts due and the performance of all the terms, conditions, covenants and agreements on Tenant's part to be observed and performed under this Lease, may peaceably and quietly enjoy the Demised Premises for the business uses permitted hereunder, subject, nevertheless, to the terms and conditions of this Lease.

RECORDING

27. Tenant shall not record this Lease or any memorandum hereof without the written consent of Landlord. However, upon the request of either party hereto, the other party shall join in the execution of a Memorandum lease for the purposes of recordation. Said Memorandum lease shall describe the parties, the Demised Premises and the term of the Lease and shall incorporate this Lease by reference, but shall not set forth the amount of the Base Rent, Additional Rent or other amounts due hereunder. This Article 26 shall not be construed to limit Landlord's right to file this Lease under Article 21 of this Lease.

OVERDUE PAYMENTS

28. All monies due under this Lease from Tenant to Landlord shall be due on demand, unless otherwise specified and if not paid when due, shall result in the imposition of a service charge for such late payment in the amount of ten percent (10%) of the amount due.

SURRENDER

29. On the Expiration Date or upon the termination hereof on a day other than the Expiration Date, Tenant shall peaceably surrender the Demised Premises broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On or before the Expiration Date or upon termination of this Lease on a day other than the Expiration Date, Tenant shall, at its expense, remove all trade fixtures, personal property, equipment and signs, together with any fixtures, alterations or improvements required by Landlord to be removed pursuant to Section 24 hereof, from the Demised Premises and any property not removed shall be deemed to have been abandoned. Any damage caused in the removal of such items shall be repaired by Tenant and at its expense. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by Landlord or Tenant upon the Demised Premises and all floor covering so installed shall remain upon and be surrendered with the Demised Premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration of termination of this Lease, except any such items identified under Section 24 hereof. If the Demised Premises are not surrendered on the Expiration Date or the date of termination, Tenant shall indemnify Landlord against loss or liability arising out of or relating to any claims resulting from such failure, including without limitation, any claims made by any succeeding Tenant founded on such delay. Tenant shall promptly surrender all keys for the Demised Premises to Landlord at the place then fixed for payment of rent and shall inform Landlord of combinations of any locks and safes on the Demised Premises.

HOLDING OVER

30. In the event of a holding over by Tenant after expiration or termination of this Lease without the consent in writing of Landlord, Tenant shall be deemed a Tenant at sufferance and shall pay rent for such occupancy at the rate of twice the last-current aggregate Base Rent and Additional Rent, prorated for the entire holdover period, plus all attorney’s fees and expenses incurred by Landlord in enforcing its rights hereunder, plus any other damages occasioned by such holding over.

ABANDONMENT

31. In the event Tenant shall remove its fixtures, equipment or machinery or shall vacate the Demised Premises or any part thereof prior to the Expiration Date of this Lease, or shall discontinue or suspend the operation of its business conducted on the Demised Premises for a period of more than thirty (30) consecutive days (except during any time when the Demised Premises may be rendered untenantable by reason of fire or other casualty), then in any such event Tenant shall be deemed to have abandoned the Demised Premises and such abandonment shall constitute an Event of Default under the terms of this Lease.

CONSENTS BY LANDLORD

32. Whenever provision is made under this Lease for Tenant securing the consent or approval by Landlord, such consent or approval shall only be valid if it is made in writing.

NOTICES

33. Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by registered or certified return receipt mail to Tenant at 14793 Martin Drive, Eden Prairie, Minnesota 55344, and to Landlord at the address then fixed for the payment of rent as provided in Article 4 of this Lease, and either party may by like written notice at any time designate a different address to which notices shall subsequently be sent.

RULES AND REGULATIONS

34. Tenant shall observe and comply with such rules and regulations as Landlord may from time to time prescribe, on written notice to Tenant, for the safety, care, cleanliness and operation of the Building.

INTENT OF PARTIES

35. Except as otherwise provided herein, the Tenant covenants and agrees that if it shall at any time fail to pay any cost or expense required to be paid by Tenant hereunder, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then the Landlord may, but shall not be obligated so to do, and without notice to or demand upon the Tenant and without waiving or releasing the Tenant from any obligations of the Tenant in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act on the part of the Tenant to be made and performed as in this Lease provided, in such manner and to such extent as the Landlord may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by the Landlord, together with interest thereon at the rate of ten percent (10%) per annum from the date of making of such expenditure, by Landlord, shall be deemed additional rent hereunder, and shall be payable to Landlord on demand. Tenant covenants to pay any such sum or sums with interest as aforesaid and the Landlord shall have the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of the Base Rent payable under this Lease.

LANDLORD DEFAULT

36. a. Any of the following occurrence, conditions or acts by Landlord shall constitute a "Landlord Default": (a) Landlord's failure to make any payments of money due Tenant hereunder within ten (10) days after the receipt of written notice from Tenant that same is overdue; or (b) Landlord's failure to perform any nonmonetary obligation of Landlord hereunder within thirty (30) days after receipt of written notice from Tenant to Landlord specifying such default and demanding that the same be cured; provided that, if such default cannot with due diligence be wholly cured within such thirty (30) days, Landlord shall have such longer period as may be reasonably necessary to cure the default, so long as Landlord proceeds promptly to commence the cure of same within such thirty (30) day period and diligently prosecutes the cure to complete.

b. Upon the occurrence of a Landlord Default, at Tenant's option, in addition to any other remedies which it may have, and without its actions being deemed a cure of Landlord's default, Tenant may (i) pay or perform such obligations and offset Tenant's reasonable and actual cost of performance, plus interest at the Default Rate, against the Base Rent unless, by written notice to Tenant, Landlord contests whether a Landlord Default has occurred or is continuing, in which case such right of offset shall only be effective if final, non-appealable judgment against Landlord shall have been entered by a court of competent jurisdiction; or (ii) sue for damages.

GENERAL

37. a. The Lease does not create the relationship of principal agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between the parties hereto being that of Landlord and Tenant.

b. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord shall not then be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent to or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant shall be construed to be both a covenant and a condition. No action required or permitted to be taken by or on behalf of Landlord under the terms or provisions of this Lease shall be deemed to constitute an eviction or disturbance of Tenant's possession of the Demised Premises. All preliminary negotiations are merged into and incorporated in this Lease. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

c. This Lease and the exhibits, if any, attached hereto and forming a part hereof, constitute the entire agreement between Landlord and Tenant affecting the Demised Premises and there are no other agreements, subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed.

d. If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

e. If any person or entity extending credit to Landlord in connection with the Building requires a change in this Lease which does not materially decrease, diminish or restrict any of Tenant's rights hereunder, Tenant agrees, at the request of Landlord, to promptly execute and deliver to Landlord an amendment to this Lease incorporating such required changes; provided, however, that Tenant shall not be required to agree to any such changes which would change the financial obligations of Tenant hereunder, the location or size of the Demised Premises, the term of this Lease or which would otherwise materially decrease, diminish or restrict any of Tenant's rights hereunder.

f. The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises, and this Agreement of Lease shall become effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

HAZARDOUS MATERIAL

38. a. The Demised Premises hereby leased shall be used by and/or at the sufferance of Tenant only for the purpose set forth in Article 11 above and for no other purposes. Tenant shall not use or permit the use of the Demised Premises in any manner that will tend to create waste or a nuisance, or will tend to unreasonably disturb other tenants in the Building or the Demised Premises. Tenant, its employees and all person visiting or doing business with Tenant in the Demised Premises shall be bound by and shall observe the reasonable rules and regulations made by Landlord relating to the Demised Premises, the Building or the Demised Premises of which notice in writing shall be given to the Tenant, and all such rules and regulations shall be deemed to be incorporated into and form a part of this Lease.

b. Tenant covenants through the Lease Term, at Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commission, boards, and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Demised Premises are situated, or any other body now or hereafter as well as extraordinary, and whether or not the same require structural repairs or alterations, which may be applicable to the Demised Premises, or the use or manner of use of the Demised Premises. Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the building and improvements on the Demised Premises and the equipment thereof.

c. In the event any Hazardous Material (hereinafter defined) is brought or caused to be brought into or onto the Demised Premises, the Building or the Demised Premises by Tenant, its agents, employees, contractors or invitees, Tenant shall handle any such material in compliance with all applicable federal, state and/or local regulations. For purposes of this Article, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or materials, as now or at any time hereafter in effect (collectively, "Environmental Laws"). Tenant shall submit to Landlord on an annual basis copies of its approved hazardous materials communication plan, OSHA monitoring plan, and permits required by the Resource Recovery and Conservation Act of 1976, if Tenant is required to prepare, file or obtain any such plans or permits. Tenant will indemnify and hold harmless Landlord from any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) which Landlord may suffer or incur as a result of Tenant's breach of this Article 37 or its introduction into or onto the Demised Premises, Building or Demised Premises of any Hazardous Material. This Article shall survive the expiration or sooner termination of this Lease.

d. Landlord represents and warrants to Tenant that, except as otherwise disclosed in any environmental assessment or report delivered by Landlord to Tenant, there are no Hazardous Materials located within the Demised Premises or otherwise on or about the Property which require removal or remediation under applicable Environmental Laws. Landlord agrees to indemnify and hold Tenant harmless from and against any and all claims or damages resulting from any violation or falsity of the representation set forth above or as a result of any leak, spill, discharge, emission or other release of Hazardous Materials on or about the Property caused by Landlord, its agents or employees from and after the date hereof.

FORCE MAJEURE

39. Either party's failure to perform the terms and conditions of this Lease, in whole or in part, other than any term requiring the payment of money, shall not be deemed a breach or a default hereunder or give rise to any liability of such party to the other if such failure is attributable to any unforeseeable event beyond such party's reasonable control and not caused by the negligent acts or omissions or the willful misconduct of such party, including, without limitation, flood, drought, earthquake, storm, pestilence, lightning, and other natural catastrophes and acts of God; epidemic, war riot, civic disturbance or disobedience, and act of the public enemy; fire, accident, wreck, washout, and explosion; strike, lockout, labor dispute, and failure, threat of failure, or sabotage of such party's facilities; delay in transportation or car shortages, or inability to obtain necessary labor, materials, components, equipment, services, energy, or utilities through such party's usual and regular sources at usual and regular prices; and any law, regulation, order or injunction of a court or governmental authority, whether valid or invalid and including, without limitation, embargoes, priorities, requisitions, and allocations or restrictions of facilities, equipment or operations. In the event of the occurrence of such a force majeure event, the party unable to perform promptly shall notify the other party.

RIGHT OF RELOCATION OF TENANT

40. The Landlord shall have the rights to relocate Tenant to alternative space within the Building, upon not less than ninety (90) days written notice so long as such alternative space is substantially equivalent to the Demised Premises, in terms of size, configuration and access. Landlord and Tenant agree to cooperate in good faith in connection with any required tenant improvements in connection with such alternative space, which shall in any event be consistent with the level of finish of the initial tenant improvements provided by Landlord in connection with the Demised Premises, and in connection with Tenants move to the alternative Demised Premises. Landlord shall pay all reasonable costs associated with effecting such move, but shall not otherwise be liable to Tenant hereunder in connection with such relocation.

TENANT IMPROVEMENTS

41. All improvements to the Demised Premises proposed to be constructed by either Landlord Tenant prior to the commencement date shall be constructed in accordance with the terms and provisions set forth on the plans and specifications attached hereto and incorporated herein as Exhibit C.

CAPTIONS

42. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent or any provision thereof.

ATTACHMENTS

43. See also rider attached hereto and made a part hereof containing Exhibits B and C, which Exhibits are attached hereto and made a part hereof.

Exhibit	Description
Exhibit B	Demised Premises
Exhibit C	Improvements

SUBMISSION

3. Submission of this instrument to Tenant or proposed Tenant or its agents or attorneys for examination, review, consideration or signature does not constitute or imply an offer to lease, reservation of space, or option to lease, and this instrument shall have no binding legal effect until execution hereof by both Landlord/Owner and Tenant or its agents.

COMMISSIONS

4. It is agreed and understood that Brian Netz, agent or broker with Welsh Companies, LLC is representing Dennis P. Dirlam, Landlord, and Dan Brastad, agent or broker with Welsh Companies, LLC, is representing Wireless Ronin, Inc., Tenant. Tenant indemnifies Landlord for any claim made by or commission payable to any other broker or agent in connection with Tenant's leasing the Demised Premises.

IN WITNESS WHEREOF, the Landlord and the Tenant have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

TENANT:	LANDLORD:
WIRELESS RONIN, INC.	DENNIS P. DIRLAM
By:/s/ Steve Jacobs	By:/s/ Dennis P. Dirlam
Its: EVP	Its: Owner
Date: 4/18/06	Date: 4/24/06

EXHIBIT B

[SKETCH OF FLOORPLAN OF DEMISED PREMISES]

EXHIBIT C

IMPROVEMENTS

Landlord will demise the premises and replace any burnt out light bulbs, at Landlord sole expense.

Any additional improvements will be the sole cost and responsibility of Tenant, and must receive Landlord approval prior to construction.

EXHIBIT 10.23

FINAL VERSION

SALE AND PURCHASE AGREEMENT

Sale and Purchase Agreement (this "Agreement"), dated this 11th day of July, 2006, by and between Wireless Ronin Technologies, Inc., a Minnesota corporation, with offices located at 14700 Martin Drive, Eden Prairie, MN 55344 ("WRT"), and Sealy Corporation, a Delaware corporation, with offices located at One Office Parkway at Sealy Drive, Trinity, NC 27370 ("Sealy").

WITNESSETH:

WHEREAS, WRT has developed the SealyTouch™ System (the "System"), consisting of (i) all of WRT's programs, software, databases, media devices, user materials provided to Sealy, and all other intellectual property needed to make the System fully operational, including, without limitation, all revisions, updates, corrections, and improvements thereto, now and hereafter existing (the "WRT Technology") and (ii) a computerized touch screen or interactive display center, related hardware and software purchased by WRT from third party manufacturers according to WRT's specifications, and all parts and supplies needed to make the System fully operational (collectively the "Equipment"), all as more fully described in Exhibit A hereto;

WHEREAS, the Systems are designed as a marketing platform to be installed at locations ("Installation Sites") of retailers ("Retailers") chosen by Sealy and used by the Retailers' customers ("Customers") in shopping for, selecting and purchasing mattresses, box springs, and other bedding products of Sealy and its subsidiaries;

WHEREAS, Sealy desires to purchase (as used herein, "purchase" means to buy the Equipment and license use of the WRT Technology) Systems from WRT for use in Beta Tests (as defined below);

WHEREAS, assuming that (i) Sealy is satisfied with the results of the Beta Tests, (ii) Sealy and WRT have executed a SealyTouch™ Master Service Agreement in accordance with Section 5 below (the "Master Service Agreement") pursuant to which, for a separate fee, WRT shall install, test, maintain, repair, update, and otherwise service all of the Systems purchased by Sealy and keep them in good working order and provide insurance claim, warranty claim and such other services as are specified therein, (iii) Sealy, WRT and Richardson Electronics, Ltd. have executed the Backup Service Agreement in accordance with Section 5 below, and (iv) Sealy has accepted and become a beneficiary of WRT's Master Preferred Escrow Agreement with Iron Mountain (the "Master Preferred Escrow Agreement") relating to WRT's Technology in accordance with Section 5 below, Sealy desires to purchase additional Systems from WRT in an amount to be determined by Sealy in its sole discretion, but estimated to be up to 3,000 units, all upon the terms and conditions set forth herein; and

WHEREAS, WRT desires to sell (as used herein, "sell" means to sell the Equipment and license the use of the WRT Technology) Systems to Sealy for use in the Beta Tests, to cooperate with Sealy and Winmark Capital Corporation ("Winmark") if Sealy decides to utilize Winmark in connection with this transaction to finance and/or manage Sealy's purchase and use of

Systems through a lease, to execute and provide Sealy with the services specified in the Master Service Agreement, to execute the Backup Service Agreement, to make Sealy a beneficiary of its Master Preferred Escrow Agreement, and to sell additional Systems to Sealy, all upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

SECTION 1

PURCHASE AND SALE OF SYSTEMS; LICENSE OF WRT TECHNOLOGY

1.1 **General**. Subject to the terms and conditions hereof, Sealy agrees to purchase Systems from WRT, and WRT agrees to sell Systems to Sealy.

1.2 **Purchase and Sale of Systems for Beta Test**. Pursuant to the purchase order attached hereto as Exhibit B, Sealy has purchased from WRT, and WRT has sold to Sealy, 50 Systems, many of which have been installed at Installation Sites designated by Sealy and used in a Beta Test. Sealy intends to conduct a further Beta Test and for that purpose may purchase and have installed additional Systems. Sealy shall complete its Beta Tests of the Systems on or before September 30, 2006 or such other date as the parties may agree.

1.3 **Purchase and Sale of Additional Systems beyond the Beta Test**. Assuming that (i) Sealy is satisfied with the results of the Beta Tests, (ii) Sealy and WRT have executed a Master Service Agreement pursuant to which, for a separate fee, WRT will install, test, maintain, repair, update, and otherwise service the Systems and keep them in good working order and provide insurance claim, warranty claim and such other services as are specified therein, and (iii) Sealy has accepted and become a beneficiary of WRT's Master Preferred Escrow Agreement with Iron Mountain relating to WRT's Technology, Sealy shall purchase from WRT, and WRT shall sell to Sealy, additional Systems to be installed at Installation Sites in the United States, Canada and Mexico (the "Territory"). Subject to the provisions of Section 1.4 below, the number of such additional Systems purchased by Sealy from WRT and their Installation Sites shall be determined by Sealy in its sole discretion; provided, however, that every purchase order placed by Sealy and filled by WRT shall be for a minimum of 50 additional Systems.

1.4 **Purchase Estimates**. Not less than 20 days prior to the beginning of each calendar quarter, Sealy will provide WRT with a written quarterly System purchase estimate for the upcoming 3 month period (the "Estimate"). Sealy may in its sole discretion amend an Estimate at any time by providing written notice of same to WRT. An Estimate or amended Estimate shall not obligate Sealy to purchase any particular volume of Systems, shall not in any way be construed by WRT as a promise or guaranty by Sealy to purchase any volume of Systems, and shall not be relied upon by WRT in deciding to incur any costs in connection with this Agreement. Subject to Section 3.2 below, Sealy may purchase fewer or more Systems during a quarter than predicted in the Estimate or amended Estimate for said quarter without any liability to WRT beyond that specified in this Agreement.

1.5 **Purchase Orders**. Any purchase order delivered by Sealy will incorporate the terms and conditions of this Agreement and the Master Service Agreement, and all additional or different terms in any purchase order delivered by Sealy will not be part of the agreement between the parties unless agreed to in writing by WRT. Each purchase order placed by Sealy in accordance with the terms of this Agreement shall be accepted by WRT.

1.6 **Designation of Installation Sites**. With every purchase order that Sealy places with WRT, whether for Systems to be used in the Beta Test or for additional Systems, Sealy shall designate to WRT the Installation Site for each System ordered.

1.7 **License of WRT Technology**. Subject to the provisions of this Agreement, WRT grants to Sealy and Sealy accepts, effective upon completion of the delivery and installation of each System, a limited, personal, nonexclusive, nontransferable, nonassignable, irrevocable, non-royalty bearing Object Code license to use WRT Technology. "Object Code" shall mean the binary machine-readable version of WRT Technology. Sealy's rights in the WRT Technology pursuant to such license are expressly limited to the use of the WRT Technology by Sealy at Installation Sites in the Territory in connection with the Equipment. Sealy shall not assign, transfer, or sublicense the WRT Technology without the prior written consent of WRT; provided, however, that Retailers and Customers are free to use WRT Technology as part of the Systems at Installation Sites.

1.8 **Limited Exclusivity**. During the term of this Agreement and so long as Sealy shall have ordered and provided WRT with an Installation Schedule for either (i) 250 Systems per calendar quarter beginning with the quarter ending December 31, 2006, or (ii) a total of 2,000 Systems deliverable during the term of this Agreement in quantities of at least 250 Systems per calendar quarter, commencing with the quarter ending December 31, 2006, WRT agrees not to furnish the WRT Technology to any other Bedding Manufacturer or Bedding Retailer in the Territory. The requirements for the limited exclusivity for the term of this Agreement shall be deemed met if Sealy has met the conditions of clause (i) or (ii) of the preceding sentence. During the term of this Agreement, Sealy agrees to use only WRT as its vendor for interactive touch screen display technology; provided, that at such time as the requirements for limited exclusivity above are not met and WRT shall have thereafter furnished WRT Technology to any other Bedding Manufacturer or Bedding Retailer in the Territory, Sealy shall not be bound by the limited exclusivity obligations of this Section 1.8. For purposes of this Agreement, "Bedding Manufacturer" or "Bedding Retailer" shall be any manufacturer or stand alone retailer of beds or futons, whether conventional innerspring products or specialty foam or air products, or any other product that is used or marketed for a person to sleep upon. A Bedding Manufacturer or Bedding Retailer shall not include a mass retailer that sells bedding in addition to other retail consumer merchandise.

1.9 **Reverse Engineering**. Sealy shall not translate, reverse engineer, decompile, recompile, update, or modify all or any part of the WRT Technology or merge the WRT Technology into any other software.

1.10 **No Licenses**. Except as explicitly provided in Section 1.7 of this Agreement, no license under any patents, copyrights, trademarks, trade secrets, or any other intellectual property rights, express or implied, are granted by WRT to Sealy under this Agreement.

1.11 **Corruption Protection**. WRT will equip the WRT Technology licensed to Sealy with protection against viruses, Trojan horses, worms or other software routines or hardware components designed to permit unauthorized access or to disable, erase or otherwise harm any software, hardware or data (collectively "Corruptions"), and will periodically provide any updates to such protection for the Systems sold to Sealy.

SECTION 2

UNIT PRICE; ADJUSTMENT OF UNIT PRICE; PAYMENT TERMS; TAXES

2.1 **Unit Price**. The purchase price for each System (the "Unit Price") shall be set forth in Schedule 2.1 hereto, shall become effective upon said Schedule 2.1 being dated and signed by both Sealy and WRT, and shall remain effective until replaced by a new dated and signed Schedule 2.1 setting forth an adjusted Unit Price pursuant to Section 2.2 below. The Unit Price shall include the purchase price for the Equipment, the license fee for the WRT Technology, and all charges for packing, loading, transporting, unloading, installing and testing the System at the Installation Site and for insurance on the System pursuant to Section 4.2 below. Sealy shall not be liable to WRT for any additional price, fee or charge beyond the Unit Price for the purchase and installation of each System. The Unit Price shall not include the separate fee that Sealy agrees to pay WRT for post-sale services relating to the Equipment pursuant to the Master Service Agreement. The Unit Price shall not include the amounts that Sealy agrees to reimburse to WRT for payment of certain taxes pursuant to Section 2.4 below.

2.2 Quarterly Pricing, Annual Review and Adjustment of Unit Price.

2.2.1 **Quarterly Pricing**. The Unit Price shall be subject to adjustment unilaterally by WRT at the end of each calendar quarter, beginning with the calendar quarter ending December 31, 2006 (each such date, an "Adjustment Date") based on WRT's costs for all hardware (including without limitation hard drive and flat screen components) ("Components") of the Unit. If the cost of the Unit is more than five percent (5%) below or five percent (5%) above the current cost of the Unit due to the price movement of the Components, WRT shall provide Sealy with a price change notice and all purchase orders dated after the date of the Price Change Notice shall be seventy-five percent (75%) of the documented price change in either direction. As an example, if the Component costs lower the Unit cost by ten percent (10%), then WRT shall lower for Sealy the Unit Price by 7.5%, thereby rewarding WRT 2.5% of the price savings.

2.2.2 **Annual Review**. Upon either parties' request, the parties shall cause Larson, Allen, Weishar & Co., LLP, or such other professional firm as the parties mutually agree (in either case, the "Analyst"), to prepare and deliver to each of WRT and Sealy within 30 days of any request a detailed written analysis showing all of WRT's outside vendor costs for the Components incurred during the Review Period (the "Review Period") ending with the month that immediately precedes the month of the request date and calculating the per unit cost (the "Per Unit Cost") for that Review Period. Upon request by either party, the Analyst shall explain the analysis and identify the documents and information relied upon for the analysis. WRT shall make all relevant data in its custody, possession or control available to the Analyst. If the Per Unit Cost for that

Adjustment Period is more than five percent (5%) less than the Per Unit Cost charged by WRT, then Sealy shall receive a retroactive price decrease for that Review Period for the entire amount of the savings and pay the new Per Unit Price going forward as determined by the Analyst. If the Unit Cost is higher, then Sealy shall pay 75% of the documented price increase based on the Component cost increases. The party requesting the Annual Review shall be responsible for the costs of the review unless a price change favorable to that party is determined by the Analyst. The foregoing notwithstanding, there shall be no adjustment to the Unit Price, whether increase or decrease, unless the change in the Per Unit Cost is 5% or greater.

2.3 **Payment Terms**. Sealy shall pay the Unit Price for each System that it purchases from WRT in three equal installments. Sealy shall pay the first equal installment when it places its purchase order for the System with WRT. Sealy shall pay the second equal installment within thirty (30) days after receipt from WRT of an invoice for the sale and written evidence (e.g., delivery ticket signed by Retailer) that the System has been delivered to the proper Installation Site. Sealy shall pay the third equal installment within thirty (30) days after the System has been installed, tested, and accepted by Sealy in accordance with Section 3.4 below. One sixth (1/6th) of the final payment (or 5.5% of the total Unit Price) shall be deposited into an escrow account pursuant to an Escrow Agreement between WRT, Sealy and the Escrow Agent thereunder (the "Escrow Agreement") from which the Escrow Agent shall then distribute the proceeds of this account to WRT in twelve monthly installments from the date it is deposited as long as Sealy does not file an objection with the Escrow Agent. Upon the receipt of an objection, the Escrow Agent shall immediately cease distribution of the escrow funds, until a notice has been filed by Sealy that such objection has been resolved. An objection must be detailed and be related to the functioning of the Systems themselves or the installation of the Systems, but does not have to refer or relate to the particular Systems for which the Deposit is part of the third installment payment. An objection must be reasonably related to a request to withhold escrow distribution (i.e. must represent damages or a remedy to Sealy and in the event of an arbitration as set out below shall represent one source of funds for Sealy if its is determined that WRT has breached this Agreement or the Master Service Agreement). To the degree the parties disagree about any objection, they shall promptly meet to resolve the dispute pursuant to the dispute resolution terms below. The escrow funds may be invested in any reasonable manner (as long as a commercially independent investment vehicle) as determined by WRT with prior approval by Sealy, such approval shall not be unreasonably withheld or delayed. All profits or losses from the escrow account shall be accrued or borne solely by WRT. The parties agree that a Deposit in the Escrow Agreement shall not be required on any purchase of fewer than ten (10) units and will not apply to the purchase of the twelve (12) additional units envisioned for the extended beta in July or August 2006.

2.4 **Taxes**. Sealy shall be responsible for and pay all fees, expenses, charges, costs and taxes payable for the sale of Systems to Sealy, the sale of Equipment to Sealy, and the license of WRT Technology to Sealy, including but not limited to sales, use, excise, value-added and other taxes and duties (collectively, "Taxes"). WRT's invoices shall separately state the amount of any Taxes WRT is collecting from Sealy, to the extent applicable. The parties agree to cooperate in collecting Taxes and filing when due all returns in respect of any Taxes. If Sealy is exempt from payment of Taxes, it shall provide WRT with a valid exemption certificate evidencing tax-exempt status prior to delivery of any Systems hereunder. Sealy shall

indemnify WRT for all Taxes paid by WRT and any other costs and expenses related thereto, including attorney's fees. The parties agree that if Sealy leases through Winmark or other leasing agent, such agent may be responsible for Taxes, but in no event shall WRT be responsible for such Taxes.

SECTION 3

SITE PREPARATION; DELIVERY; INSTALLATION; ACCEPTANCE

3.1 **Site Preparation**. Sealy shall be responsible for assuring that each Installation Site is properly prepared for installation and operation of the System in accordance with the procedures set forth on Schedule 3.1 hereto. Should WRT determine that any Installation Site has not been properly prepared for installation and operation of the System, WRT shall promptly notify Sealy and the Retailer so that remedial steps may be taken to correct the problem with the site and permit installation and operation with minimal delay. WRT shall not be responsible for paying or reimbursing the costs, if any, associated with proper site preparation. Sealy shall promptly reimburse WRT for any costs incurred by WRT in connection with any improper site preparation following receipt from WRT of a written statement showing the nature and dollar amount of each such cost, how it was calculated, and what was improper about the site preparation that caused WRT to incur the cost. WRT shall not be responsible for providing, or otherwise bearing the costs of, communications facilities for the Systems for the purposes of remote access and support by WRT.

3.2 **Delivery**. WRT shall have each System available for shipping to its proper Installation Site within 12 weeks after receiving the relevant purchase order from Sealy, or within such other time period as the parties may agree. The Unit Price is a delivered and installed price. All packing, loading, freight, transportation, unloading and similar charges for delivery of Systems to Installation Sites are to be paid or incurred by WRT. Sealy shall have no responsibility for paying or reimbursing WRT for such charges other than as a component of the Unit Price.

3.3 **Installation**. Within 6 weeks after providing a purchase order to WRT, Sealy shall provide to WRT a written schedule (the "Installation Schedule") setting forth the Installation Date and Installation Site for each of the ordered Systems. Within 3 weeks of receiving the Installation Schedule from Sealy, WRT shall provide to Sealy and to each affected Retailer written notice of the final Installation Schedule either as proposed by Sealy or as modified by the mutual agreement of Sealy and WRT. WRT shall provide complete installation of each System at its proper Installation Site and on the date set forth in the final Installation Schedule. The Unit Price is a delivered and installed price. All rigging, labor, supplies, parts, and other costs associated with installing Systems are to be paid or incurred by WRT. Sealy shall have no responsibility for paying or reimbursing WRT for such charges other than as a component of the Unit Price.

3.4 **Acceptance of System by Sealy**. Following installation of each System, WRT shall test the System to assure that it is fully operational. The test shall be conducted in the presence of Sealy or its representative (for this purpose, Sealy's representative may be the Retailer at whose retail location the System has been installed). If the test reveals problems

with the System that can be remedied on site, WRT shall fix problems and make the System fully operational. Once WRT has tested an installed System and concluded that it is fully operational, WRT shall certify in writing to Sealy that it is ready for acceptance. Sealy shall certify in writing its acceptance of each System that WRT has delivered, installed, tested, and made fully operational at the proper Installation Site. Sealy shall notify WRT of any System that Sealy rejects, including the reason or reasons for rejection. Sealy and WRT shall attempt to resolve in good faith any disagreement they might have over whether a System merits acceptance. WRT shall promptly de-install and remove from the Installation Site any System that Sealy has rejected and shall do so at no cost or expense to Sealy. Further, Sealy shall be entitled to credit or offset the installment payments it has made on any rejected System that has not been cured or remedied to Sealy's satisfaction against its payment obligations to WRT under this Agreement or the Master Service Agreement.

SECTION 4

LOSS OR DAMAGE; INSURANCE; RELOCATING SYSTEMS

4.1 **Loss or Damage**. WRT shall assume and bear the risk of loss, theft, or damage to each System from any and every cause whatsoever, whether or not covered by insurance, that occurs prior to delivery of the System to its proper Installation Site. WRT shall not assume or bear any of the risk of loss, theft, or damage to any System that occurs after the System has been delivered to the proper Installation Site, except and to the extent caused by WRT while installing, testing, repairing, or servicing the System under the Master Service Agreement.

4.2 **Insurance**. WRT shall, at its expense, purchase and maintain goods in transit insurance, including theft, loss, accidental damage, liability caused during transit and damages for any delay in delivery, in such amounts and with such limits as Sealy may require (which is $1,000,000 per occurrence and $2,000,000 in the aggregate), and naming Sealy as an additional insured. All such insurance shall provide for thirty (30) days prior written notice to Sealy of cancellation, restriction, or reduction of coverage. WRT agrees to obtain this insurance from an insurance company which is at least "A" rated by A.M. Best.

4.3 **Relocating Systems**. Upon written request by Sealy, WRT shall relocate a System from one Installation Site to another, including de-installing, packing, loading, transporting, unloading, unpacking, re-installing, testing and making the System operational at the new Installation Site. For these services, WRT shall be entitled to a fee (the "Relocation Fee") in the amount set forth on Schedule 2.1. Sealy shall pay the Relocation Fee to WRT within thirty (30) days after the System has been relocated and is operational at the new Installation Site.

SECTION 5

ANCILLARY AGREEMENTS

5.1 **Ancillary Agreements**. Within 90 days after the execution of this Agreement, WRT and Sealy shall execute and deliver (i) the Master Service Agreement, (ii) the Master Preferred Escrow Agreement, (iii) the Escrow Agreement and (iv) the Backup Service

Agreement (the "Ancillary Agreements"); provided, that WRT and Sealy shall in any event execute and deliver the Escrow Agreement after the completion of the Beta Test and prior to the purchase and sale of additional Systems as contemplated by Section 1.3.

SECTION 6

PROPRIETARY PROTECTION OF WRT TECHNOLOGY

6.1 **Reservation of Title**. All right, title and interest in and to WRT Technology, including all modifications, enhancements and derivatives thereof, and all deliverables and know-how and proprietary rights, including patents, patent applications and copyrights and trade secrets relating to WRT Technology will remain with WRT or its suppliers, as applicable. It is intended that Sealy have no ownership rights in any WRT Technology other than ownership of tangible media in which WRT Technology is expressed, in connection with the operation of the Systems at the Installation Sites. This Agreement does not effect any transfer of title in the WRT Technology, or any materials furnished or produced in connection therewith, including drawings, diagrams, specifications, input formats, source code, and user manuals. Sealy acknowledges that the WRT Technology (and all materials furnished or produced in connection with the WRT Technology), including, without limitation, the design, programming techniques, flow charts, source code, and input data formats, contain trade secrets of WRT, entrusted by WRT to Sealy under this Agreement for use only in the manner expressly permitted hereby. Sealy further acknowledges that WRT claims and reserves all rights and benefits afforded under federal law in the WRT Technology as copyrighted works.

6.2 **Confidentiality**. This Agreement, the Ancillary Agreements, and the development efforts of the parties are not deemed to establish a confidential relationship between the parties and all information and documentation exchanged between them, other than Proprietary Information (as hereinafter defined) will be received and treated by the receiving party on a non-confidential and unrestricted basis, subject to restrictions imposed by patent, copyright and trade secret laws. Subject to Section 6.4, each party agrees that for a period of three years from the termination or expiration of this Agreement, without the prior written consent of the other party regarding a specific contemplated transaction: (a) a party will not disclose Proprietary Information of the other party; (b) except as provided herein, limit dissemination of the other party's Proprietary Information to only those of the receiving party's officers, directors and employees who require access thereto to perform their functions regarding the purposes of this Agreement and the Ancillary Agreements; and (c) not to use Proprietary Information of the other party except for the purposes of this Agreement and the Ancillary Agreements, which purposes shall include disclosure to subcontractors and sources of supply. "Proprietary Information" as used herein means all or any portion of: (i) WRT Technology; (ii) written, recorded, graphical or other information in tangible form disclosed during the term of this Agreement, by one party to the other party, which is labeled "proprietary," "confidential," or with similar legend denoting the proprietary interest therein of the disclosing party; (iii) oral information disclosed by one party to the other party to the extent identified as "proprietary" or "confidential" at the time of oral disclosure, and confirmed in written or other tangible form within thirty (30) days following oral disclosure, or with similar written evidence denoting the proprietary interest of the disclosing party; and (iv) models, test software, beta versions and sample products identified at the time of disclosure as being

proprietary to the disclosing party; provided, however, that Proprietary Information shall not include any data or information that is: (A) in the possession of the receiving party prior to its disclosure by the disclosing party and not subject to other restrictions on disclosure; (B) independently developed by the receiving party; (C) publicly disclosed by the disclosing party; (D) rightfully received by the receiving party from a third party without restrictions on disclosure; (E) approved by unrestricted release or disclosure by the disclosing party; or (F) produced or disclosed pursuant to applicable law, regulation, subpoena, or court order, provided that the receiving party has given the disclosing party prompt notice of such request so that the disclosing party has an opportunity to defend, limit or protect such production or disclosure.

Notwithstanding any other provision of this Agreement, WRT shall have the right to disclose this Agreement and its terms to its investors and in connection with any filings and disclosures required to be made under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, and any related state securities filings.

6.3 **Restrictions on Use of WRT Technology**. Neither the WRT Technology nor any materials provided to Sealy in connection with the WRT Technology may be copied, reprinted, transcribed, or reproduced, in whole or in part, without the prior written consent of WRT. Sealy shall not in any way modify or enhance the WRT Technology, or any materials furnished or produced in connection therewith, without the prior written consent of WRT.

6.4 **Duration of Duties and Return of WRT Technology.** The duties and obligations of Sealy hereunder shall remain in full force and effect for so long as Sealy continues to control, possess, or use any System. Sealy shall promptly return to WRT all tangible WRT Technology, together with all materials furnished or produced in connection therewith by WRT, upon (1) termination of Sealy's license to use the WRT Technology or (2) abandonment or sale by Sealy of all Systems or all Equipment used in all Systems.

SECTION 7

REPRESENTATIONS, WARRANTIES AND LIMITATIONS

7.1 **WRT Technology**. WRT represents and warrants that it has the lawful right to grant the license to Sealy of the WRT Technology as provided herein. WRT represents and warrants that the WRT Technology will perform its intended functions as part of the Systems in accordance with the specifications set forth on Exhibit A hereto. WRT further represents and warrants that when a System is first installed at an Installation Site, the WRT Technology incorporated therein will be free of all Corruptions. WRT does not represent or warrant that the WRT Technology will remain free of Corruptions after being installed at an Installation Site or that the WRT Technology will operate uninterrupted or error free.

7.2 **Equipment**. WRT represents and warrants that the Equipment has been integrated with the Systems delivered hereunder in accordance with the specifications set forth on Exhibit A hereto. WRT does not represent or warrant that the Equipment will be free of manufacturing defects or that the Equipment will be manufactured in accordance with the specifications provided by WRT to the manufacturers or that the Equipment will operate

uninterrupted or error free; provided, however, that this sentence shall not affect WRT's obligations under the Master Service Agreement to repair, service and maintain the Systems. Claims against the Equipment manufacturers under their warranties will be handled pursuant to the Master Service Agreement.

7.3 **Systems**. WRT represents and warrants that the Systems conform to the specifications set forth on Exhibit A hereto. WRT does not represent or warrant that the Systems installed at the Installation Sites will operate uninterrupted or error free; provided, however, that this sentence shall not affect WRT's obligations under the Master Service Agreement to repair, service, and maintain the Systems.

7.4 **Remedy for WRT Technology Defect or Non-Conformity**. WRT's sole and exclusive responsibility, and Sealy's sole and exclusive remedy, for any defect or non-conformity in the WRT Technology incorporated into a System shall be for WRT to promptly correct or replace, at no additional charge to Sealy, the defective or non-conforming WRT Technology so that the System is restored and fully operational; provided, however, that if WRT fails to correct or replace defective or non-conforming WRT Technology in a System within 30 days after WRT receives notice of same, Sealy may elect to have the defect or non-conformity corrected or replaced by a third party contractor and the expense thereof may be credited or offset by Sealy against any payment obligation is owes to WRT under this Agreement or the Ancillary Agreements.

7.5 **Warranty Disclaimer**. EXCEPT AS SET FORTH IN THIS SECTION 7, WRT MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SYSTEMS, THE WRT TECHNOLOGY, AND THE EQUIPMENT OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY SEALY. WRT FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.6 **Voiding of Representations and Warranties**. Any and all representations and warranties by WRT with respect to the WRT Technology, the Equipment and Systems shall be void as to a claimed defect or non-conformity caused by or related to any of the following actions taken without WRT's prior consent or approval: (1) any alterations or modifications made to any WRT Technology, the Equipment or Systems by Sealy, it representatives or agents; (2) any use of the WRT Technology, Equipment, or Systems other than in the operating environment specified in the technical specifications provided to Sealy by WRT; or (3) the negligence or willful misconduct of Sealy or any Retailer, or any of their respective representatives, agents or Customers.

SECTION 8

DEFAULT

8.1 **Events of Default**. Any of the following shall constitute an "Event of Default" under this Agreement:

8.1.1 WRT's failure during the term of this Agreement to keep on deposit for the benefit of Sealy the Deposit Materials as required by the Master Preferred Escrow Agreement;

8.1.2 WRT's material breach of this Agreement and/or the Master Service Agreement that has not been cured within fifteen (15) days after Sealy has provided WRT with written notice thereof;

8.1.3 Sealy's material breach of this Agreement and/or the Master Service Agreement that has not been cured within fifteen (15) days after WRT has provided Sealy with written notice thereof;

8.1.4 Every written notice under Subsections 8.1.2 and 8.1.3 shall identify the act or omission that constitutes the breach and the particular provision(s) of the Agreement and/or the Master Service Agreement that have been breached;

8.1.5 Any act or event whereby Sealy or WRT (a) is or becomes a party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of Sealy or WRT, as applicable, if such proceeding has not been dismissed within 30 days, or (b) makes a general assignment for the benefit of creditors.

8.2 **Remedies**.

8.2.1 Upon the occurrence of an Event of Default by WRT, Sealy shall have the following remedies, any one or more of which it may elect: (a) Sealy may cure or attempt to cure the default, in which event WRT shall be liable for Sealy's cure or attempted cure costs, and Sealy shall be entitled to credit or offset said costs against any obligations that Sealy owes to WRT; (b) Sealy may terminate this Agreement and/or the Master Service Agreement, said termination to be effective upon Sealy's providing written notice of termination to WRT; (c) if Sealy terminates this Agreement and/or the Master Service Agreement, Sealy may continue to use the WRT Technology in the Systems and may perform or have performed maintenance, repair, updating and other services on the WRT Technology in the Systems; (d) Sealy may pursue any damage or equitable claims it has against WRT under applicable law but only through an arbitration proceeding in accordance with Section 13.3 below, subject to the limitations set forth in Section 11.3 and Section 11.4 below; or (e) Sealy may file an Objection with the Escrow Agent as set out above in Section 2.2; provided, that upon the occurrence of an Event of Default by WRT, WRT shall be entitled to reject any purchase orders placed by Sealy hereunder after such Event of Default, without liability of WRT to Sealy, and Sealy shall be entitled to cancel any purchase orders placed by Sealy hereunder after an Event of Default by WRT pursuant to Section 8.1.1 or 8.1.5, without liability to Sealy.

8.2.2 Upon the occurrence of an Event of Default by Sealy, WRT shall have the following remedies, any one or more of which it may elect: (a) WRT may cure or attempt to cure the default, in which event Sealy shall be liable for WRT's cure or attempted cure costs, and WRT shall be entitled to credit or offset said costs against any obligations that WRT owes to Sealy; (b) WRT may terminate this Agreement and/or the Master Service

Agreement, said termination to be effective upon WRT's providing written notice of termination to Sealy; and (c) WRT may pursue any damage or equitable claims it has against Sealy under applicable law but only through an arbitration proceeding in accordance with Section 13.3 below.

8.3 **Waiver**. No delay or failure of either party in exercising any right or remedy hereunder, nor any partial exercise thereof, shall be deemed to constitute a waiver of any right or remedy granted hereunder or at law or equity.

SECTION 9

JOINT DEVELOPMENT

WRT has developed a unique point of sale interactive technology with a number of potential retail and educational applications. Sealy has expertise in developing and commercializing a wide range of consumer mattresses and related products as well as marketing and distributing those products to retailers throughout North America. WRT and Sealy will continue to collaborate to develop innovative Sealy-based, WRT sales applications that will aim to enhance the shopping experience of Customers while in the retail store. The parties agree to discuss and negotiate ownership of jointly developed intellectual property.

SECTION 10

TERM OF AGREEMENT

The initial term of this Agreement shall commence upon the full execution of this Agreement and the Ancillary Agreements, and shall continue for three (3) years, subject to automatic renewals for additional one (1) year terms; provided, however, that this Agreement shall expire at the end of the initial term or any renewal term if within sixty (60) days of the end of such term, either party gives notice to the other that it desires to have this Agreement expire at the end of said term.

SECTION 11

INDEMNIFICATION; LIMITATION OF LIABILITY

11.1 **Indemnification by WRT**. WRT shall indemnify and hold Sealy harmless against all claims, liabilities, losses, damages and causes of action based on: (a) any claim that WRT Technology, when used by Sealy in accordance with this Agreement, has infringed any U.S. patent, copyright, or other intellectual property rights; (b) an Event of Default by WRT; (c) any claim of death, bodily injury or property damage as a result of WRT's negligence or breach of its obligations under this Agreement; or (d) any claim that WRT has failed to pay or otherwise has materially breached its obligations to a manufacturer or seller of Equipment for the Systems or to a service provider to whom WRT has subcontracted one or more of its service obligations under the Master Service Agreement.

11.2 **Indemnification by Sealy**. Sealy shall indemnify and hold harmless WRT against all claims, liabilities, losses, damages and causes of action based on: (a) a claim that

involves the sale or use of Sealy's products purchased by any party utilizing a System; (b) an Event of Default by Sealy; (c) any claim of death, bodily injury or property damage as a result of Sealy's negligence or breach of its obligations under this Agreement; or (d) any claim that content developed or provided by Sealy has infringed any U.S. patent, copyright, or other intellectual property rights.

11.3 **Disclaimer of Liability**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR THE OPERATION OR USE OF SYSTEMS, THE EQUIPMENT OR WRT TECHNOLOGY INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND THIRD PARTY CLAIMS AGAINST ONE PARTY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY WRT TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND WRT'S REASONABLE CONTROL

11.4 **Limitation of Liability**. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DAMAGES THAT EITHER PARTY MAY RECOVER FROM THE OTHER FOR BREACH OF THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE SUM OF THE AMOUNTS ACTUALLY RECEIVED BY WRT AND THE AMOUNTS DUE AND OWING TO WRT UNDER THIS AGREEMENT.

SECTION 12

OBLIGATIONS THAT SURVIVE TERMINATION

The parties recognize and agree that their obligations under Sections 2.3, 2.4, 4.1, 6, 7, 8, 11, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.10, 13.11, 13.12, and 13.13 of this Agreement shall survive the termination or expiration of this Agreement; provided, that the representations and warranties set forth in Section 7 shall terminate upon the earlier to occur of (i) the date that is three years following the installation of the applicable System, (ii) the termination or expiration of the manufacturer's Equipment warranty for the applicable System, and (iii) the termination or expiration of the Master Service Agreement.

SECTION 13

GENERAL

13.1 **Force Majeure**.

13.1.1 Neither party hereto shall be liable for failure to perform or delay in the performance of any of its obligations hereunder, when such failure or delay is caused by

acts of God, the public enemy, war, acts of the elements, fires, riots, insurrection, civil commotion, governmental acts and regulations or any other circumstance or condition beyond the reasonable control of either party.

13.1.2 If the performance of either party is affected by any event of Force Majeure, each party shall immediately notify in writing the other giving details of the event. The performance of the party affected by such event of Force Majeure shall be suspended only for as long as the event of Force Majeure and/or its effects on performance hereunder continue(s), but the parties hereto shall consult and will use their commercially reasonable efforts to find alternative means of accomplishing such performance which satisfies the requirements of this Agreement. Immediately upon cessation of the event and its effects on performance hereunder, the party affected by an event of Force Majeure shall notify the other party in writing and shall take steps to recommence or continue the performance that was suspended.

13.2 **Relationship of Parties**. WRT and Sealy are independent contractors and no relationship of joint venturer, franchisee/franchisor, or partner is created by this Agreement and/or the Ancillary Agreements.

13.3 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the New York.

13.4 **Junta**. Sealy and WRT shall each designate two representatives to serve throughout the term of this Agreement as members of a four-person group (the "Junta"), the purpose of which is to identify, consider, and resolve by consensus or majority vote any dispute, controversy or claim arising out of or relating to this Agreement or the performance by the parties of its terms. The Junta shall meet and conduct business regularly at least one meeting on at least an annual basis and specially at such other times as any member of the Junta shall request in order to address a specific matter or matters that he or she believes cannot reasonably be deferred until the next regular meeting. All meetings of the Junta shall be held in person, alternating between Sealy's offices in North Carolina and WRT's offices in Minnesota, unless a majority of the members of the Junta decide to hold the meeting at another location or to permit one or more of the members to participate in the meeting by telephone. All special meetings of the Junta may be conducted by telephone or in person. Should any member of the Junta resign, the party that designated the resigning member shall promptly designate a replacement. Each party shall bear the travel and other expenses of its representatives on the Junta, and the parties shall split all other costs of the Junta. No arbitration pursuant to Section 13.5 below may be commenced by either party until at least one meeting on the subject matter of the dispute has been held with at least one member from each Sealy and WRT from the Junta. All offers of settlement or compromise made during deliberations of the Junta shall be subject to Federal Rule of Evidence 408 and similar state rules of evidence and shall not be admissible in any formal arbitration.

13.5 **Arbitration**. Any dispute, controversy or claim arising out of or relating to this Agreement or the performance by the parties of its terms that is not resolved by consensus or majority vote of the Junta in accordance with Section 13.4 may be resolved by binding arbitration initiated by either party and held (i) if the arbitration is initiated by Sealy, in

Minneapolis, Minnesota, or (ii) if the arbitration is initiated by WRT, in Chicago, Illinois. The provisions of Section 13.4 and this Section 13.5 shall be the exclusive dispute resolution procedures for any and all matters arising out of or related to this Agreement pursuant to which any party is seeking an award of money damage.

13.5.1 Unless the parties agree upon a single person to serve as the arbitrator, each party shall appoint one person to serve as an arbitrator and the two arbitrators selected by the parties shall select a third person to serve as an arbitrator and the three arbitrators shall arbitrate the dispute, controversy or claim.

13.5.2 The arbitrator(s) may allow such discovery as the arbitrator(s) determine appropriate under the circumstances and shall resolve the dispute as expeditiously as practicable, and if reasonably practicable, within 120 days after the selection of the arbitrator(s). Each party agrees to produce at its expense in Atlanta, Georgia, for deposition (if allowed by the arbitrator(s)) and for testimony at the arbitration hearing any witnesses within its control or in its employment if requested by the other party; provided, however, that neither party shall be required to produce or pay the expenses of more than five (5) witnesses. The arbitrator(s) shall give the parties written notice of their award, with the reasons therefor set out, and shall have 30 days thereafter to reconsider and modify such award if any party so requests within 10 days after the award.

13.5.3 The arbitrator(s) shall have authority to award relief under legal or equitable principles. The parties shall equally split the arbitrator(s)' fee and other costs of the arbitration. However, each party shall be solely responsible for any attorneys fees such party incurs pursuant to preparing for and participating in any such arbitration proceeding.

13.5.4 Judgment upon the award rendered by the arbitrator(s) may be entered by any state or federal court of North Carolina or Minnesota or other court having in personam and subject matter jurisdiction.

13.6 **Export**. Each party shall cooperate fully so that prior to exporting or reexporting any Systems, WRT Technology or Equipment the parties will fully comply with all then current laws of the United States including, without limitation, regulations of the United States Office of Export Administration and other applicable U.S. governmental agencies.

13.7 **Entire Agreement; Amendments**. This Agreement, together with the Ancillary Agreements and any and all exhibits, schedules and appendices attached hereto and thereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous representations, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written. No amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of both parties to this Agreement. No provision of this Agreement shall be deemed waived, amended, discharged or modified orally or by custom, usage or course of conduct unless such waiver, amendment or modification is in writing and signed by an officer of each party hereto.

13.8 **Assignment**. Sealy may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of WRT, and any attempt by Sealy to assign this Agreement without WRT's prior written consent shall be null and void; provided, however, that Sealy shall have the right to assign this Agreement to a successor by merger or a purchaser of all or substantially all of its assets, if said successor or purchaser, as the case may be, agrees in writing at or before said merger or sale to be bound by this Agreement and the Ancillary Agreements. WRT may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law, or otherwise, including without limitation assignment or transfer to the Backup Provider pursuant to the Backup Services Agreement,, without the prior written consent of Sealy, and any attempt by WRT to assign this Agreement without Sealy's prior written consent shall be null and void; provided, however, that WRT shall have the right to assign this Agreement to a successor by merger or a purchaser of all or substantially all of its assets, if said successor or purchaser, as the case may be, agrees in writing at or before said merger or sale to be bound by this Agreement and the Ancillary Agreements.

13.9 **Compliance with Laws**. WRT and Sealy each shall comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes including, but not limited to, WRT's and Sealy's identification and procurement of required permits, certificates, approvals and inspections in WRT's and Sealy's performance of this Agreement.

13.10 **Notice**. Every notice and other communication by a party that is required or permitted under this Agreement shall be in writing and shall be effective when and only when it has been (a) transmitted by facsimile to the other party at the facsimile number below and also (b) delivered in person, mailed by registered or certified mail, return receipt requested, with proper postage affixed, or delivered by Federal Express or other commercial overnight courier to the other party at the address set forth below:

To Sealy:

Sealy Corporation
Attn: Michael Q. Murray, Vice President — Legal Counsel and Assistant Secretary
One Office Parkway at Sealy Drive
Trinity, NC 27370
Facsimile: (336) 861-3640

To WRT:

Wireless Ronin Technologies, Inc.
Attn: John A. Witham
14700 Martin Drive
Eden Prairie, MN 55344
Facsimile: 952-974-7887

13.11 **Corporate Authority**. The parties hereto represent and warrant that the persons signing this Agreement on their behalf have been or will be duly authorized to do so prior to execution and that this Agreement constitutes a valid and binding obligation of the parties hereto.

13.12 **Construction of Agreement**. The parties hereto acknowledge and agree that this Agreement in its final, executed form is the result of substantial negotiation and drafting by both parties and that neither party should be favored in the construction, interpretation or application of any provision or ambiguity of this Agreement.

13.13 **Severability**. If any one or more of the provisions of this Agreement is for any reason held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

13.14 **Counterpart Originals**. This Agreement may have two or more counterpart originals which, taken together, shall be considered one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

WIRELESS RONIN TECHNOLOGIES, INC.

By: /s/ Jeffrey C. Mack
Name: Jeffrey C. Mack
Title: CEO/President

SEALY CORPORATION

By: /s/ Michael Q. Murray
Name: Michael Q. Murray
Title: Vice President — Legal Counsel
Assistant Secretary

Exhibit A
Description of Systems

- SealyTouch™ with Communications
  - 32” NEC Touch Screen Monitor (NEC #NEC3210BK w/capacitive touch screen)
  - RoninCast EX Box (HP 7600 3GHZ) with wireless communications card
  - Speaker Unit and cabling
  - Sealy Stand — with POP Display Bracket
  - Ethernet Hub and Linksys Access Point
  - VGX and USB Cabling
- SealyTouch™ without Communications
  - 32” NEC Touch Screen Monitor (NEC #NEC3210BK w/capacitive touch screen)
  - RoninCast EX Box (HP 7600 3GHZ)
  - Speaker Unit and cabling
  - Sealy Stand — with POP Display Bracket
  - VGX and USB Cabling

Exhibit B

WIRELESS RONIN ®
TECHNOLOGIES
14700 Martin Drive
Eden Prairie, MN 55344
P: (952) 224-8110
F: (952) 974-7887

INVOICE
Invoice Number:
ml02
Invoice Date:
Nov 4, 2005
Page:
1

Sold To:
Sealy Inc.
One Office Parkway
Trinity, NC 27370

Ship to:

Customer ID	Customer PO	Payment Terms
00085	PO #1 Beta Test	Net 30 Days

Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		12/4/05

Quantity	Item	Description	Unit Price	Extension
27.00	STS-3210-N	Sealy Touch Stand Unit-No	*	*
		Communication	*	*
27.00		Installation	*	*
1.00		Content creation		

Subtotal	*
Sales Tax	*
Total Invoice Amount	*
Payment/Credit Applied	*
TOTAL	*****

Check/Credit Memo No: 391522

* Confidential portion omitted and filed separately with the SEC.

WIRELESS RONIN ®
TECHNOLOGIES
14700 Martin Drive
Eden Prairie, MN 55344
P: (952) 224-8110
F: (952) 974-7887

INVOICE
Invoice Number:
201
Invoice Date:
Nov l5, 2005
Page:
1

Sold To:
Sealy Inc.
One Office Parkway
Trinity, NC 27370

Ship to:

Customer ID	Customer PO	Payment Terms
00085	Beta #2	Net 30 Days

Sales Rep ID	Shipping Method	Ship Date	Due Date
Scott Koller	UPS Ground		12/15/05

Quantity	Item	Description	Unit Price	Extension
25.00	STS-3210-N	Sealy Touch Stand Unit-No Communication	*	*
25.00	INS-001-NC	Sealy Touch Screen Installation-No Communication	*	*

Subtotal	*
Sales Tax	*
Total Invoice Amount	*
Payment/Credit Applied	*
TOTAL	*****

Check/Credit Memo No: 391522

* Confidential portion omitted and filed separately with the SEC.

Schedule 1.2

Installation Sites for Beta Test

Location Name	Install Date	Address	City	State	Zip
Mattress Firm	10-Apr-06	10012 West FM 1960 Bypass, Unit D	Humble	TX	77338
Mattress Firm	10-Apr-06	1340 Lake Woodlands Dr, Suite B	Woodlands	TX	77380
Mattress Firm	10-Apr-06	7105 FM 1960 West	Houston	TX	77069
Mattress Firm	10-Apr-06	5000 Westheimer #320	Houston	TX	77056
Mattress Firm	10-Apr-06	5815 Gulf Freeway	Houston	TX	77023
Slumberland	11-Apr-06	2121 Frontage Rd.	Waite Park	MN	56387
Macy’s	11-Apr-06	4125 Cleveland Ave,	Ft. Myers	FL	33901
Macy’s	11-Apr-06	600 South Gate Plaza,	Sarasota	FL	34329
Macy’s	11-Apr-06	298 Westshore Plaza,	Tampa	FL	33609
Macy’s	11-Apr-06	2201 E. Fowlr Ave,	Tampa	FL	33612
Macy’s	11-Apr-06	1800 9th Street N.,	Naples	FL	34102
Boston/Carsons	12-Apr-06	3232 LAKE AVE. SUITE 330	Wilmette	IL	60091
Boston/Carsons	12-Apr-06	830 E. GOLF RD.	Shaumburg	IL	60173
Boston/Carsons	12-Apr-06	2 YORKTOWN MALL	Lombard	IL	60148
Slumberland	12-Apr-06	7801 Xerxes Ave. S.	Bloomington	MN	55431
Boston/Carsons	12-Apr-06	404 S. Route 59, Suite 128	Naperville	IL	60540
Slumberland	12-Apr-06	1755 County Rd. D	Maplewood	MN	55109
American TV	13-Apr-06	5355 NW 86th St	Johnston	IA	50131
American TV	13-Apr-06	4750 Grande Market Drive	Appleton	WI	54913
Boston/Carsons	13-Apr-06	18615 W. BLUEMOUND RD.	Brookfield	WI	53045
American TV	13-Apr-06	W229N1400 Westwood Drive	Waukesha	WI	53185
American TV	13-Apr-06	2404 W. Beltline Hwy	Madison	WI	53713
Slumberland	13-Apr-06	1536 E. Army Post Rd	Des Moines	IA	50320

Schedule 2.1
Unit Price

Sealy Touch™ without Communications	Part #	Description	Cost 3000 Units
Sealy Touch™ Stand Unit —NEC	STS-3210-N	Sealy Touch™ Stand Unit-Complete unit without communications	*
Sealy Touch™ Installation — NEC	INS-3210-N	Site visit, complete installation including shipping	*
		Total*:	*

Sealy Touch™ with Communications	Part #	Description	Cost 3000 Units
Sealy Touch™ Stand Unit — DSL	STS-3210-D	Sealy Touch™ Stand Unit-Complete unit with internet communications	*
Sealy Touch™ Installation — DSL	INS-3210-D	Site visit, complete installation including shipping	*
		Total*:	*

* Confidential portion omitted and filed separately with the SEC.

Schedule 3.1
Installation Site Preparation Procedures

SealyTouch™ Stand Unit Installation
Pre-Installation Checklist

For successful SealyTouch™ installation each retail location must adhere to the following for implementation success:

1. Six weeks prior to installation, Wireless Ronin Technologies, Inc must have complete site information. This includes the following information:
    a. Retail chain name
    b. Shipping Address (Street, City, State, Zip Code).
    c. Store Phone Number
    d. Site Contact Information. (Mattress Department Manager)
    e. Site Contact's Business and/or Cell Phone Number to Aid in Receiving Shipment.
2. Prior to installation, Wireless Ronin Technologies, Inc requests that the following criteria and considerations have been fulfilled:
    a. Placement of the unit has been determined prior to our arrival onsite.
    b. Power requirements for the unit have been met. Power requirements are standard 110 volt dual plug 20-amp service at each location.
    c. Network requirements have been met. (Depending on retail chain). Each DSL installation location will be required to have an operable DSL or Cable Modem line for network communication.
3. During Installation, Wireless Ronin Technologies, Inc requests the following while the SealyTouch Installer is on-site.
    a. A clear area to assemble the SealyTouch™ unit away from high traffic areas, loud noises, or an environment otherwise considered unsafe for electronics. (Damp, wet, or areas affected by weather).
    b. A two hour time period for installation without interruptions. (note: Most installations will take place in approximately 1 hour).
4. Upon completion of the installation, Wireless Ronin Technologies, Inc requests the retail location has an area to dispose of empty boxes, and packaging material. The technician will be responsible for removing trash from the store provided an area is available.

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form SB-2 of our report dated March 30, 2006 (except Note R, for which the date is August 25, 2006), which includes an explanatory paragraph that refers to substantial doubt regarding the Company's ability to continue as a going concern, relating to financial statements of Wireless Ronin® Technologies, Inc. as of and for the years ended December 31, 2005 and 2004, and to the reference to our firm under the caption "Experts" in the Prospectus.

/s/ VIRCHOW, KRAUSE & COMPANY, LLP

Minneapolis, Minnesota
October 10, 2006

Wireless Ronin Technologies, Inc.
14700 Martin Drive
Eden Prairie, MN 55344

VIA EDGAR October 11, 2006

Tangela Richter
Branch Chief
U.S. Securities and Exchange Commission
Division of Corporation Finance
Mail Stop 7010
Washington, D.C. 20549

Re: Wireless Ronin Technologies, Inc. (the "Company")
Registration Statement on Form SB-2
Filed August 29, 2006
File No. 333-136972

Dear Ms. Richter:

We are providing an EDGAR transmission of Pre-Effective Amendment No. 1 to the above-referenced registration statement ("Amendment No. 1") pursuant to the Securities Act of 1933, as amended. We are also responding to the comments presented in the letter from Tangela Richter, dated September 28, 2006. For convenience, each response is preceded by the related staff comment, each of which is presented in boldface type.

Form SB-2

General

1. **To minimize the likelihood that we will reissue comments, please make corresponding changes where applicable throughout your document(s).**

   The Company notes the Staff's comment and has made appropriate revisions throughout Amendment No. 1.

2. **Prior to printing and distribution of the preliminary prospectus, please provide us with copies of all artwork and any graphics you wish to include in the prospectus. Also provide accompanying captions, if any. We may have comments after reviewing these materials.**

   All of the artwork, graphics and accompanying captions which the Company intends to include in the preliminary prospectus to be printed and distributed were included in the initial filing of the Registration Statement.

3. **Please file all omitted exhibits and all material contracts, including the Agreement with Marshall Special Assets Group, Inc. Note that we will need additional time to review the exhibits once they are filed. We may have further comments.**

   The Company has refiled Exhibit 10.11 to present the information set forth in Attachment I to the Strategic Partnership Agreement, dated May 28, 2004, between the Company and The Marshall Special Assets Group, Inc., as amended, which was inadvertently omitted from the initial filing of the Registration Statement. The Company has refiled Exhibit 10.19 to include the signature of the Guarantor to the Commercial Guaranty by and between the Company, Signature Bank and Michael J. Hopkins, dated November 2, 2004, which was inadvertently omitted from the initial filing of the Registration Statement. The Company has refiled Exhibit 10.22 to include a description of the information set forth in Exhibit B to the Lease by and between Dennis P. Dirlam and the Company, dated April 18, 2006, which was inadvertently omitted from the initial filing of the Registration Statement. The Company has refiled Exhibit 10.23 to include Exhibit B and Schedule 2.1 to the Sale and Purchase Agreement between Sealy Corporation and the Company, which were not included in the initial filing of the Registration Statement. The Company is filing with the SEC under separate cover a Freedom of Information Act Confidential Treatment Request for the confidential portions of Exhibit B and Schedule 2.1 to Exhibit 10.23.

4. **Please avoid duplicative disclosure throughout the filing. In this regard, we note your disclosure under "Business Strategy" on pages 1 and 30. Please revise.**

   Among other instances in which the Company has sought to minimize duplicative text, the Company has revised the disclosure on page 30 which was previously a copy of the disclosure under "General" on page 1.

Cover Page

5. **Please revise to condense into one statement the two statements referring to the underwriter's option to purchase up to 675,000 additional shares.**

   The Company has revised the disclosure.

Prospectus Summary

6. **Provide balanced disclosure identifying the positive as well as the negative aspects of your business or inhibit disclosure about your strategic plans and competitive advantages.**

   The Company has added a subsection captioned "Our Competitive Challenges" to the Prospectus Summary.

7. To the extent practicable, simplify your discussion throughout this section, avoiding terms with which the reader may not be familiar or which may require lengthy definition. In this regard, it is not clear exactly what your business does. Please revise accordingly.

The Company has revised the Prospectus Summary to simplify and clarify the disclosure and to give the investor a better understanding of what the Company does. In particular, the Company has provided the meaning of digital signage, contrasted digital signage to static signage by providing concrete examples, and stricken the defined term "POP."

8. We note that you have included a list of customers for your products. Please disclose the basis for including the customers that you have selected. For example, you should indicate, if true, that they are your largest customers based on revenues. In this regard, please note that the inclusion of customers based on their name recognition is not appropriate.

We have removed the list of customers from the prospectus summary. While certain of these customers represent the Company's largest customers based on revenue, this would not be true for all of them. Please note that the customer examples in the Business section of the prospectus are presented as examples of the different types of product installations and services the Company provides.

Risk Factors, page 6

9. Avoid statements or clauses that may have the effect of mitigating the risks you present. In this regard, we note that the subheadings and the text of your risk factors include clauses, such as "even if," "while we," "if we are unable," "we cannot be sure," "we cannot predict," "we cannot guarantee," "we cannot predict," and "we cannot assure."

The Company has revised the disclosure as requested.

10. Please revise the following subheadings to clearly describe the risks associated with the facts you describe. Also note that it is not sufficient to merely state that your business, operations, or revenues may be adversely affected. Rather, discuss what the adverse effect may be:

- **"While we anticipate that, based on our current expense levels, the net proceeds from this offering will be adequate to fund..." on page 7;**
- **"We depend on third party manufacturers, suppliers and service providers" on page 7;**

- **"Reductions in hardware costs could adversely affect our revenues" on page 8; and**
- **"If we are unable to successfully implement security measures protecting our..." page 10.**

The Company has revised the disclosure as requested.

11. **We note your disclosure on page 44 indicating that your articles of incorporation provide that your "directors shall not be personally liable for monetary damages to" you or your shareholders for a breach of fiduciary duty. Please discuss how such limitation on the directors' liability may impact your directors' determinations with respect to your business and operations.**

    The Company believes that the existence of this conventional charter provision will not influence or otherwise affect directors' determinations with respect to our business and operations.

12. **Please discuss how a default on your debt obligations might impact your financial condition and business. We note that you recently defaulted on a debenture that was issued to Spirit Lake Tribe.**

    Upon the closing of this offering, substantially all of the Company's outstanding long-term debt, including the debenture issued to the Spirit Lake Tribe and all other outstanding convertible debt, will either be converted into common stock or paid off with the proceeds of this offering.

Our future success depends on key personnel and our ability to attract and retain additional personnel, page 8

13. **Please identify those persons you refer to as "key personnel."**

    The Company has added the requested disclosure.

Use of Proceeds, page 16

14. **Please comply with Item 504 of Regulation S-B and specify how the proceeds of the debt being paid with the proceeds of this offering were used. Also disclose how you intend to use any offering proceeds remaining after the payment of your debt. It is not sufficient to state to that the proceeds were used or will be used for a general purpose.**

    The Company has revised the disclosure as requested.

15. Please disclose the reasons for conducting this offering, as required by Item 504 of Regulation S-B. In this regard, we note that you have allocated a portion of the proceeds for the payment of outstanding debt, but you do not have any specific plans for the remaining proceeds.

The Company has revised the disclosure as requested.

Capitalization, page 17

16. In the capitalization table you present total common stock in the June 30, 2006 As Adjusted column as $8,743. The item discussed in the narrative as being presented within the As Adjusted column is the issuance of 8,333 shares of common stock in lieu of cash interest payable to the Spirit Lake Tribe. Given the transaction described, it is unclear how the amount of common stock issued increased from $8,460 in the June 30, 2006 Actual column, to $8,743 in the As Adjusted column. Please reconcile this difference within your disclosures and include any corresponding discussion.

The Company has revised the disclosure as requested.

17. In addition, we note that the June 30, 2006 As Adjusted column reflects the issuance of 12% convertible bridge notes. Further, we note that you increased the current portion of the note payable balance as of June 30, 2006 by $314,466 to reflect this transaction. Tell us how you would recalculate this adjustment amount utilizing the information you have provided in the narrative discussion of the pro forma adjustments. Please revise your discussion to provide sufficient detail of the components of this adjustment amount.

The Company has revised the disclosure as requested.

Management's Discussion and Analysis of Financial Condition..., page 21

Critical Accounting Policies and Estimates, page 21

Accounting for Stock-Based Compensation, page 23

18. In the final paragraph of your discussion related to stock-based compensation, the last sentence appears to be incomplete. Please revise the disclosure to complete the sentence.

The Company has revised the disclosure to add language which had been inadvertently omitted from the initial filing.

Results of Operations, page 25

19. We note your discussion provides limited insight into the underlying reasons for variances and guidance on whether or not the historical results of operations and cash flows are indicative of expected results. The objective should be to provide information about the quality and potential variability of earnings and cash flow, so readers can ascertain the likelihood that past performance is indicative of future performance. The discussion should also focus on any known trends, events or uncertainties that have had or that are reasonably expected to have a material impact on your liquidity or income from continuing operations. Revise your results of operations discussion where appropriate. Please refer to Item 303 of Regulation S-B and FRC Sections 501.12 and 501.13 for further guidance.

The Company has revised the disclosure as requested.

Liquidity, page 26

20. Please disclose whether you have enough funds to meet your cash requirements for the next twelve months.

The Company has revised the disclosure to make it clear that the Company has enough funds to meet its cash requirements for at least the next twelve months.

Cost of Sales, page 27

21. Please quantify each of the factors that contributed to the decrease in the cost of sales.

The Company has revised the disclosure as requested.

22. You state that "...the cost of software incurred in the current period is presented in operating expenses." Please disclose why you believe it is appropriate to include the costs of such items within operating expenses as compared to costs of sales. As part of your response, please address the requirements of Rule 5-03(b)(2) of Regulation S-X which explains that a company should separately state the costs associated with the revenues presented on a disaggregated basis.

The Company has revised the disclosure as requested.

Operating Expenses, page 27

23. You explain that as a result of moving into new space you incurred higher costs for depreciation. Please tell us the amount of depreciation expense recorded in each of the line items for operating expenses and cost of sales for each period.

The Company has revised the disclosure to include the amount of change caused by depreciation. The depreciation expense for 2005 and 2004 was $178,155 and $51,430, respectively, or an increase of $126,725. Depreciation expense is classified in general and administrative expenses. There are minor capital expenditures associated with the development of our product.

Liquidity and Capital Resources, page 27

24. We note your auditor's report includes an explanatory paragraph indicating there is substantial doubt about your ability to continue as a going concern. Please disclose specifically within MD&A that there is substantial doubt about your ability to continue as a going concern. Discuss the pertinent conditions and events that give rise to this assessment, the possible effects of such conditions and events, and management's plans to address such conditions and events. Please refer to Section 607.02 of the Financial Reporting Codification for additional guidance.

The Company has added disclosure relating to our ability to continue as a going concern.

Business, page 30

25. Please provide the disclosure required by Item 101(a) of Regulation S-B.

The Company has added a paragraph under the heading "History" to provide the requested disclosure.

26. We note the statement on page 7 that you "rely on third parties to manufacture and supply parts and components for [y]our products and provide order fulfillment, installation, repair services and technical and customer support." Please identify the names of your principal suppliers, as required by Item 101(b)(5) of Regulation S-B. Also file as exhibit the contracts with such suppliers.

The Company has added a paragraph under the heading "Our Suppliers" to provide the requested disclosure.

Industry Background, page 31

27. Please identify any sources you reference to support assertions about your business or operations. Also confirm that such sources are publicly available for a de minimis amount.

The Company has revised the disclosure as requested.

Our Customers, page 34

28. Please disclose whether any of the identified customers account for more than 10 percent of your revenues and, if so, specify the percentage of revenues such customer accounts for.

The Company has revised the disclosure as requested.

Agreement with Marshall Special Assets Group, Inc., page 39

29. We note that you entered into this agreement in May 2004. Please disclose whether you have received any payments pursuant to this agreement since October 2004.

The Company has added the requested disclosure.

Intellectual Property, page 40

30. Please disclose whether you have entered into any licensing agreements and, if so, describe the material terms of such agreements.

The Company has added the requested disclosure.

Competition, page 40

31. If practicable, please disclose your competitive position among the identified competitors.

The Company has added the requested disclosure.

Management, page 42

32. Please disclose Mr. Thomas J. Moudry's place of employment between July 2003 and June 2005.

Mr. Moudry has held various positions at Martin Williams since July 2003. This fact has been clarified in Amendment No. 1.

Management, page 42

Executive Compensation, page 45

33. Within the table of Option Grants in Last Fiscal Year, you present a warrant granted to Mr. Ebbert to purchase 27,778 common shares at an exercise price of $0.09 per share. Please tell us if you recognized any compensation expense in conjunction with the granting of this warrant. If not, please tell us the reasons why, including any applicable accounting literature you used to support your position.

We applied the following definition of measurement date from APB 25, paragraph 10(b):

The measurement date for determining compensation cost in stock option, purchase, and award plans is the first date on which are known both (1) the number of shares that an individual employee is entitled to receive and (2) the option or purchase price, if any. That date for many or most plans is the date an option or purchase right is granted or stock is awarded to an individual employee and is therefore unchanged from Chapter 13B of ARB No. 43. However, the measurement date may be later than the date of grant or award in plans with variable terms that depend on events after date of grant or award.

The Company deemed the measurement date of these warrants to be July 1, 2003, which is the date of Mr. Ebbert's employment agreement that granted him the warrants. The warrant document was inadvertently not issued until January 2005. Given the measurement date and the value of the stock at the time ($0.09 per share), the warrants were considered to have no value and no compensation expense was recognized.

34. We note that you awarded the named executive officers warrants that are not included in the Summary Compensation Table. Please discuss the reasons for awarding the warrants. If the warrants were awarded in compensation for services provided to you, tell us why the warrants were not included in the compensation table.

The warrants granted to Mr. Mack and Mr. Ebbert to purchase 21,667 shares and 15,000 shares respectively were granted in compensation for services provided to us. The Company has included these warrants in the Summary Compensation Table in Amendment No. 1. These warrants were granted subject to shareholder approval, and as such are not currently exercisable. The Company anticipates that it will seek shareholder approval of these warrant grants after the closing of this offering.

Certain Relationships and Related Party Transactions, page 49

35. Please disclose whether the factoring agreement entered into with Barry W. Butzow and Stephen E. Jacobs was on terms no less favorable than could have been obtained from an unaffiliated third party.

The Company has added the requested disclosure.

Description of Capital Stock, page 57

Warrants, page 59

36. You explain that your warrants are currently exercisable at prices ranging from $0.09 to $56.25. We are unable to locate a discussion of warrants issued with an exercise price of $56.25. This price range is also inconsistent with the disclosures provided in Notes M and N to your financial statements. Please revise the range of exercise prices to the extent necessary, or include a discussion of the warrants issued with an exercise price of $56.25, and correct the tables presented in Notes M and N of the financial statements.

The warrant exercise price of $56.25 per share relates to warrants issued with an initial exercise price of $1.25 per share. The $56.25 reflects the initial exercise price of $1.25 adjusted for subsequent share combinations (reverse stock splits) of 1-for-5, 1-for-6 and 2-for-3 in accordance with the terms of such warrants.

Underwriting page 63

37. Please disclose the conditions that must be satisfied to trigger the underwriter's obligation to purchase the securities.

The prospectus has been amended to disclose that the Underwriter's obligation to purchase the 4,500,000 shares of the Company's common stock is subject to, among other things, the Underwriter's receipt of a comfort letter in customary form from our independent registered accounting firm, opinion letters from our legal counsel and legal counsel to the Underwriter, lock-up agreements from our directors, officers and holders of our common stock and securities convertible our common stock and closing certificates customary for initial public offerings.

38. Please explain the meaning of the term "non-accountable expense."

The disclosure under "Underwriting — Commissions and Expenses" has been revised to explain the meaning of the term "non-accountable expense."

Financial Statements, page F-1

Statements of Cash Flows, page F-9

39. We note that you present a line item within the reconciliation of net loss to net cash used in operating activities titled "Issuance of Warrants for Short-Term Borrowings — Related Parties." Please tell us the nature of the transactions that are included within this line item, and why you believe they are appropriately presented as a reconciling item in the statements of cash flows.

The transactions included in this line are related to warrants issued to related parties for the factoring agreement discussed on page 51 and in Note G to the financial statements. Since the warrants were issued pursuant to demand borrowings, we expensed the value of the warrants, calculated with the Black Scholes model, at the time of issuance. To appropriately reflect cash flows, we added back the non-cash expenses to net loss to arrive at cash used in operations.

General

40. We note you raised capital through the issuance of convertible notes with shares of common stock and warrants to purchase common stock. We further note the shares of common stock and warrants carry registration rights. SFAS 133 and EITF 00-19 contain guidance regarding the classification and measurement of warrants as well as instruments with embedded and freestanding conversion features. Please submit the analyses that you performed, considering this guidance, in determining the appropriate accounting for the warrants you have issued and any embedded derivatives. If you require further clarification, you may refer to Section II.B of Current Accounting and Disclosure Issues, located on our website at the following address:

http://www.sec.gov/divisions/corpfin/acctdis120105.pdf

FAS133 and EITF 00-19 analysis of the conversion feature related to our convertible debt:

The Company believes SFAS 133 does not apply given the attributes discussed in section 9 of SFAS 133 below. Since none of the attributes are true, the Company believes these notes are not derivatives. (Responses are inserted after SFAS 133 text in brackets):

9. Net settlement. A contract fits the description in paragraph 6(c) if its settlement provisions meet one of the following criteria:

a. Neither party is required to deliver an asset that is associated with the underlying or that has a principal amount, stated amount, face value, number of shares, or other denomination that is equal to the notional amount (or the notional amount plus a premium or minus a discount). For example, most interest rate swaps do not require that either party deliver interest-bearing assets with a principal amount equal to the notional amount of the contract. [FALSE — the Company is required to deliver stock upon notification of conversion from note holder.]

b. One of the parties is required to deliver an asset of the type described in paragraph 9(a), but there is a market mechanism that facilitates net settlement, for example, an exchange that offers a ready opportunity to sell the contract or to enter into an offsetting contract. [FALSE — there is no market mechanism to facilitate net settlement of the shares delivered.]

c. One of the parties is required to deliver an asset of the type described in paragraph 9(a), but that asset is readily convertible to cash 5 or is itself a derivative instrument. An example of that type of contract is a forward contract that requires delivery of an exchange-traded equity security. Even though the number of shares to be delivered is the same as the notional amount of the contract and the price of the shares is the underlying, an exchange-traded security is readily convertible to cash. Another example is a swaption—an option to require delivery of a swap contract, which is a derivative. [FALSE — private stock is not readily convertible into cash.]

The Company believes it has no post-IPO accounting issues related to derivatives under SFAS 133 for the convertible debt instruments. All of the above discussed convertible debt instruments automatically convert to common stock upon completion of the IPO. The Company has already provided disclosure of this event in the notes to the financial statements.

Analysis of Warrants Under EITF 05-4 and EITF 00-19:

We reviewed EITF 05-4, *The Effect of Liquidated Damages Clause on a Freestanding Financial Instrument Subject to Issue No. 00-19*, to determine whether or not the registration rights of our warrants should be combined with the accounting for our warrants, or accounted for as a stand alone contract. Based on the facts and circumstances, we have accounted for the registration rights agreement separate from our warrants under View C of EITF 05-4. The agreements pursuant to which the warrants are issued are separate from the registration rights agreement, the conversion of the warrants is not dependent on the registration of common shares issued as a result of the warrant exercise, and according to DIG K-1, these agreements do not meet the combining criteria as they relate to different risks. As a result, we are not required to account for the

warrants as a derivative. In addition, we analazed paragraphs 19-32 of EITF 00-19 as follows:

- We have analyzed paragraph 19 and concluded that we have sufficient authorized and unissued shares of capital stock available to settle the contract after considering all other commitments that may require the issuance of shares of capital stock during the maximum period the derivative contract could remain outstanding.
- We have analyzed paragraphs 20 through 24 and determined that our contracts contain an explicit limit on the number of shares of capital stock to be delivered in a share settlement.
- We have analyzed paragraph 25 and noted that our contracts do not require cash payments to the counterparty in the event we fail to make timely filings with the SEC.
- We reviewed paragraph 26 and noted that our contracts do not require cash payments to the counterparty if the shares of capital stock initially delivered upon settlement are subsequently sold by the counterparty and the sale proceeds are insufficient to provide the counterparty with full return of the amount due.
- We have analyzed paragraphs 27 and 28 concluded that our contracts do not require net-cash settlement in specific circumstances in which holders of shares underlying the contract also would receive cash in exchange for their shares of capital stock.
- We have analyzed paragraphs 29 and 31 and have noted our contracts do not have provisions that indicate that the counterparty has rights that rank higher than those of a stockholder of the capital stock underlying the contract.
- We have reviewed paragraph 32 and noted that there is no contractual requirement to post collateral at any point or for any reason related to the conversion features of the convertible preferred stock or convertible debt and the warrants issued in connection with these instruments.

We have reviewed our disclosures and have determined on a go forward basis we will add Note A13 — Registration Rights Agreement to the updated F-Pages and have updated our disclosures to include a discussion of the registration rights agreements.

Note A — Summary of Significant Accounting Policies, page F-11

2. Cash and Cash Equivalents, page F-12

41. You explain that you classify deposits and other liquid investments with original maturities of *six* months or less as cash equivalents. The guidance provided in paragraph 8 of SFAS 95 explains that generally, only investments with original maturities of *three* months or less qualify as cash equivalents. Please tell us why you believe your investments with original maturities of greater than three months qualify as cash equivalents.

The Company only had cash balances with immediate liquidity at all balance sheet dates presented. The financial statement disclosure has been revised to make reference to such three month maturity to comply with paragraph 8 of SFAS 95. There were no changes to cash and cash equivalents balances in the financial statements.

3. Accounts Receivable, page F-12

42. We note from your disclosure on page 51 that you entered into a factoring agreement whereby you agreed to assign and sell certain receivables to related parties. Please expand your policy discussion to provide the applicable disclosures required by SFAS 140. In addition, within the discussion on page 51, refer the reader to where they may find more information regarding the accounting treatment applied to the receivable sales.

The Company has added additional disclosure on page 51 to direct readers to the financial statements footnote and additional disclosure detailing the requirements of SFAS 140 to Note G.

Note B — Concentration of Credit Risk, page F-18

43. We note that you have combined the sales of your major customers and reported total percentages of sales amounts for the years ended December 31, 2005 and 2004 and the interim periods ended June 30, 2005 and 2006. Please comply with paragraph 39 of SFAS 131 and disclose the percentage of sales from each major customer.

Sales by customer and receivables by customer in table format are added to note B of the financial statements.

Note C — Inventories, page F-18

44. We note your inventory balance as of December 31, 2004 includes costs for software licenses. Please tell us and disclose the nature of the costs included within software licenses, how those licenses were used by you, and how you obtained them.

The Company has added disclosure to Note C of the financial statements discussing that the licenses were purchased from an unrelated vendor for resale to the Company's customers.

Note E — Other Assets, page F-19

45. We note your discussion of the items included within deferred financing costs. However, we are unable to locate a discussion related to the warrant to purchase 16,667 shares issued as consideration for Mr. Butzow's personal guarantee of the business loan with Signature Bank, as discussed on page 50. Please revise the disclosure to include all material items within deferred financing costs, or tell us why the costs related to the warrant issued is not included within deferred financing costs.

The Company expensed the value of the warrants issued for Mr. Butzow's guarantee. At December 31, 2004, the term of the note was less that one year and the value of the warrants calculated under the Black Scholes model was approximately $4,000. The Company deemed this amount immaterial and as such the costs related to the warrant issued were not included within deferred financing costs.

Note F — Bank Lines of Credit and Notes Payable, page F-20

Short-Term Note Payable — Shareholder, page F-20

46. You explain that as a result of the extension of the note payable, the terms of conversion were adjusted, and you will record the costs of the induced conversion when the debt is converted. As discussed in the remainder of the document, we note your intention to record the costs of other induced debt conversions when the debt is converted.

Paragraph 4 of SFAS 84 explains that the fair value of the consideration given in the induced conversion shall be recognized as of the date the inducement offer is accepted by the convertible debt holder, which is normally the date the debt is converted, or when the parties enter into a binding agreement to do so.

As the offer of induced conversion has been accepted by the debt holders, please tell us why you have determined deferring recognition of these costs is appropriate.

Also tell us how you intend to record the debt inducement costs in your financial statements.

Paragraph #2 of SFAS 84 states:

> 2. This Statement applies to conversions of convertible debt to equity securities pursuant to terms that reflect changes made by the debtor to the conversion privileges provided in the terms of the debt at issuance (including changes that involve the payment of consideration) for the purpose of inducing conversion. This Statement applies only to conversions that both (a) occur pursuant to changed conversion privileges that are exercisable only for a limited period of time and (b) include the issuance of all of the equity securities issuable pursuant to conversion privileges included in the terms of the debt at issuance for each debt instrument that is converted. The changed terms may involve reduction of the original conversion price thereby resulting in the issuance of additional shares of stock, issuance of warrants or other securities not provided for in the original conversion terms, or payment of cash or other consideration to those debt holders who convert during the specified time period. This Statement does not apply to conversions pursuant to other changes in conversion privileges or to changes in terms of convertible debt instruments that are different from those described in this paragraph.

In accordance with 2(b), the issuance of the equity securities will not take place until the completion of the IPO. As a result, the debt inducement will not be recorded until the completion of the IPO. This is similar to Example #2 in SFAS 84. Additional disclosure has been added to Note F reflecting the above.

Bridge Notes Payable, page F-21

47. We note you issued bridge notes in March, July and August of 2006 and recorded beneficial conversion features in conjunction with the issuances of these notes. Please provide us your calculations of the beneficial conversion feature amounts at the date of issuance of the notes, along with any necessary discussion to make the calculations understandable. In addition, please clarify within your disclosures why you will record additional amounts related to the beneficial conversion features if and when your initial public offering is completed.

Please see attached exhibits for details of calculation. Exhibit A relates to the March 2006 bridge offering. Exhibit B relates to the bridge offering from July and August 2006.

Note G — Short Term Notes Payable — Related Parties, page F-21

48. We note your disclosure in which you explain the related parties were issued 33,332 shares of common stock valued at $7.20 per share as consideration for entering into these agreements. Please disclose how you determined the fair value of the shares issued.

The Company has added the requested disclosure to Note G that the $7.20 per share price was based on the then current offering price of the Company's common stock.

49. We also note from pages F-24 and F-28 that as consideration for entering into the bridge notes, related parties were issued shares of common stock valued at $1.80 per share. Please disclose how the fair value of these shares was determined, and why the value is significantly below the shares issued as discussed above.

The Company has added the requested disclosure to Notes J and K that the $1.80 per share price was based on an internal valuation of the Company's common stock in the absence of market transactions.

50. We also note that these agreements matured in March 2006, were extended through July 2006, and in August 2006 were subsequently converted into bridge notes. Please tell us whether the extension of the notes and the subsequent conversion to bridge notes was considered a modification of the terms of the notes, or as an exchange of debt instruments. Please provide us the analysis you performed under the guidance in EITF 96-19 for all notes whose terms were modified during the periods presented.

This discussion is about two notes totaling $600,000. The Company treated each renewal as a legal extinguishment. Prior to renewal, the Company evaluated the fair value of the debt and the book market value of the debt — each was equal to $600,000. As a result, no gain or loss was recorded on extinguishment. At inception of the new note, we applied the provisions of APB 14 and allocated the fair value between debt and equity given as consideration for renewal.

Short Term Borrowings — Related Parties, page F-22

51. You explain that these borrowings are secured by specific accounts receivable balances, and the borrowings are due when those accounts receivable balances are paid. This transaction appears to be the same as that discussed on page 51, as the number of shares underlying the warrants issued to the counterparty is the same. However, the discussions of the transactions are different. The discussion on page 51 explains that the receivables are sold pursuant to a factoring agreement, whereas here the receivables are only securing borrowings made by the company. Please revise the applicable discussions so they are consistent. In addition, revise the disclosure to provide the amount of the borrowings secured by the accounts receivable.

The Company has revised the disclosure on page F-22 to make it consistent with the language on page 51.

Note H — Deferred Revenue, page F-23

52. You explain that during 2004 you were required to refund the customer for unsold units; however, in 2006 you recognized the remaining deferred revenue as a result of the expiration of the agreement. It is unclear why you would recognize the remainder of the revenue if you were required to refund the customer for unsold units in a prior year. Please revise your disclosure to clarify these transactions.

The Company had additional performance requirements until the cessation agreement was signed in first quarter 2006 with the customer. The agreement outlined the final amounts due to the customer and released the performance requirements. The Company recognized the remaining deferred revenue in 2006 with the release of performance requirements. Additional disclosure was added to Note H to clarify the above information.

Note K — Long term Notes Payable — Related Parties, page F-27

Convertible Debenture Payable, page F-27

53. As you state that you were "in violation with certain covenants, but [have] received a waiver for these violations through September 30, 2006", expand your disclosure to explain the specific covenants you were in violation of, and the extent to which you expect to be compliant with such covenants in the future.

The Company has added disclosure to Note K indicating that the default waived was related to a requirement that the Company remain current on all principal and interest payments on any debt of the Company. The Company expects to be compliant in the

future with such requirements based on its operational cashflows and the proceeds of the IPO.

Note R — Subsequent Events, page F-35

54. We note that in conjunction with the 12% convertible notes, you sold warrants to purchase 594,806 shares of common stock. Based on the assumptions presented in the disclosure, please revise your disclosure to also provide the fair value of the warrants issued.

The Company has added disclosure to Note R indicating the Black Scholes factors and value of the warrants of $989,659.

Other Expenses of Issuance and Distribution, page II-1

55. Please provide estimates for all unknown amounts.

If you have any questions in connection with the filing, please call me at (952) 224-8114 or Avron L. Gordon at (612) 977-8455.

Sincerely,

/s/ John A. Witham
John A. Witham
Executive Vice President and
Chief Financial Officer

cc: Avron L. Gordon, Esq.
Alec C. Sherod, Esq.

EXHIBIT A — BCF Calculation (March 2006 Bridge Note)

Common shares subject to beneficial conversion feature		
Face value of debt	$ 2,775,000	A
Stated conversion rate	4.80	B
Shares converted at IPO at stated conversion rate	$ 578,125	C = A/B
Share calculation to determine beneficial conversion feature:		
Face value of debt	$ 2,775,000	A
Fair value allocated to warrants	923,428	D
Fair value allocated to debt	1,851,572	E = A-D
Fair market value — March 2006 (measurement date)	4.50	F
Shares converted based on fair value	$ 411,460	G = E/F
Beneficial conversion at debt inception:		
Shares converted at IPO at stated conversion rate	$ 578,125	C
Shares converted based on fair value	411,460	G
Incremental shares	166,665	H = C-G
Fair market value — March 2006 (measurement date)	4.50	F
Beneficial conversion feature at debt inception	**$ 749,991**	I = H/F
Beneficial conversion at IPO:		
Face value of debt	$ 2,775,000	A
Projected conversion rate (80% of IPO price)	3.60	J
Shares converted at IPO at projected conversion rate	$ 770,833	K = A/J
Shares converted at IPO at projected conversion rate	$ 770,833	K
Shares converted at IPO at stated conversion rate	578,125	C
	192,708	L = K-C
Fair market value — March 2006 (measurement date)	4.50	F
Beneficial conversion feature to record at IPO	**$ 867,188**	M = L/F
Total beneficial conversion feature if IPO takes place (may not exceed value allocated to debt)	**$ 1,617,178**	N = I+M

EXHIBIT B — BCF Calculation (March 2006 Bridge Note)

Common shares subject to beneficial conversion feature		
Face value of debt	$ 2,974,031	A
Stated conversion rate	4.80	B
Shares converted at IPO at stated conversion rate	$ 619,590	C = A/B
Share calculation to determine beneficial conversion feature:		
Face value of debt	$ 2,974,031	A
Fair value allocated to warrants	989,659	D
Fair value allocated to debt	1,984,371	E = A-D
Fair market value — July 2006 (measurement date)	4.50	F
Shares converted based on fair value	$ 440,971	G = E/F
Beneficial conversion at debt inception:		
Shares converted at IPO at stated conversion rate	$ 619,590	C
Shares converted based on fair value	440,971	G
Incremental shares	178,618	H = C-G
Fair market value — July 2006 (measurement date)	4.50	F
Beneficial conversion feature at debt inception	**$ 803,782**	I = H/F
Beneficial conversion at IPO:		
Face value of debt	$ 2,974,031	A
Projected conversion rate (80% of IPO price)	3.60	J
Shares converted at IPO at projected conversion rate	$ 826,120	K = A/J
Shares converted at IPO at projected conversion rate	$ 826,120	K
Shares converted at IPO at stated conversion rate	619,590	C
	206,530	L = K-C
Fair market value — July 2006 (measurement date)	4.50	F
Beneficial conversion feature to record at IPO	**$ 929,385**	M = L/F
Total beneficial conversion feature if IPO takes place (may not exceed value allocated to debt)	**$ 1,733,167**	N = I+M