



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

FORM 8-K

CURRENT REPORT PURSUANT  
TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

April 4, 2008

Date of report (Date of earliest event reported)

**Wireless Ronin Technologies, Inc.**

(Exact name of registrant as specified in its charter)

**Minnesota**  
(State or other jurisdiction  
of incorporation)

**1-33169**  
(Commission  
File Number)

**41-1967918**  
(IRS Employer  
Identification No.)

**5929 Baker Road, Suite 475**  
**Minnetonka, Minnesota 55345**  
(Address of principal executive offices, including zip code)

**(952) 564-3500**  
(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.**

As previously reported, in January 2008, we extended the maturity date of the Secured Promissory Note (the "Note") issued by NewSight Corporation ("NewSight") to our company in October 2007. Pursuant to such extension, the Note was to mature on the first to occur of (1) successful completion of NewSight's financing efforts, or (2) March 31, 2008. NewSight has advised us that it is still in the process of raising capital, and has requested that the maturity date of the Note be further extended.

On April 4, 2008, we entered into a letter agreement with NewSight (the "Letter Agreement") pursuant to which the Note will now mature on the first to occur of (1) May 30, 2008 or (ii) the completion of NewSight's next financing transaction, generally excluding any financing solely from Prentice Capital Management, L.P. or its affiliates.

Under the Letter Agreement, NewSight agreed to pay us a total of \$59,517, in immediately available funds, representing the amount due for network operating and maintenance services we provided to NewSight in February and March 2008, and reimbursement of warehouse fees we paid for the storage of equipment owned by NewSight in which we have a security interest.

The Letter Agreement provides that the amount due under the Note will be due and payable immediately upon the occurrence of one or more of the following events: (1) termination of NewSight's relationship with its banker; (2) NewSight's breach of or default under any agreement by and between NewSight and our company, including the Letter Agreement (in each case after giving effect to any applicable cure periods described therein); (3) NewSight's completion of a financing transaction which yields gross proceeds of at least \$5,000,000, including any financing from Prentice Capital Management, L.P. or its affiliates; or (4) NewSight's failure to pay the amount set forth above by the close of business on April 7, 2008. The Letter Agreement specifies that, except as our company and NewSight may subsequently agree in writing, no additional credit shall be extended to NewSight by us pursuant to the Note or on trade credit terms.

Sales to NewSight represented 42.5% of our total sales for the year ended December 31, 2007.

The Letter Agreement, which appears as Exhibit 10 to this report, is incorporated by reference in response to this Item 1.01. A copy of the press release announcing our entry into this Letter Agreement is filed as Exhibit 99 to this report and is incorporated by reference into this Item 1.01.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.**

- (d) See "Exhibit Index."
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**SIGNATURES**

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

Date: April 8, 2008

Wireless Ronin Technologies, Inc.

By: /s/ John A. Witham

John A. Witham  
Executive Vice President and  
Chief Financial Officer

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**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Description</u>
10	Letter Agreement by and between Wireless Ronin Technologies, Inc. and NewSight Corporation, dated April 4, 2008.
99	Press Release, dated April 8, 2008.



Baker Technology Plaza, Suite 475  
5929 Baker Road  
Minnetonka, MN 55345

Phone: 952.564.3500  
Fax: 952.974.7887

April 4, 2008

Mr. John R. Bingle  
NewSight Corporation  
2 Park Avenue, 18<sup>th</sup> Floor  
New York, NY 10016

Dear Jay:

Wireless Ronin Technologies, Inc., a Minnesota corporation ("WRT"), shall extend the maturity date of the Secured Promissory Note dated October 8, 2007 (the "Note"), from NewSight Corporation ("NewSight") to WRT contingent upon the following terms and conditions:

**Payment.** Upon receipt of payment of the amounts specified in this Letter Agreement, the Maturity Date of the Note is hereby extended from March 31, 2008, to the earlier to occur of (i) May 30, 2008 or (ii) the completion of NewSight's next financing transaction, excluding any financing solely from Prentice Capital Management, L.P. ("Prentice") or its affiliates.

- NewSight will pay WRT the sum of \$52,020, representing the amount due to WRT for network operating and maintenance services provided to NewSight in February and March 2008.
- NewSight will pay WRT the sum of \$7,497, representing reimbursement for warehouse fees WRT paid on NewSight's behalf for stored equipment owned by NewSight in which WRT has a security interest. Those fees were paid by WRT in March 2008. NewSight agrees to keep bills for such fees current by paying them directly.

NewSight agrees to pay WRT a total of **\$59,517** (representing the amounts stated above) in immediately available funds by **5:00 PM Central Daylight Time Friday, April 4, 2008**.

**Effect Upon Agreements.** Each of Prentice and WRT acknowledges and agrees that the Subordination Agreement by and between WRT and Prentice, effective October 12, 2007, is in full force and effect. NewSight acknowledges and agrees that (1) the Digital Signage Agreement by and between WRT and NewSight, effective October 12, 2007 (the "Digital Signage Agreement") and (2) the Digital Signage Agreement by and between WRT and NewSight regarding CBL Mall Installations (the "CBL Mall Agreement") remain in full force and effect.

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**Digital Signage Agreement.** Upon completion of NewSight's next financing transaction, excluding any financing solely from Prentice or its affiliates, NewSight hereby agrees to engage WRT to perform those services necessary to complete 85 stores not yet converted pursuant to the Digital Signage Agreement, provided that financing terms and pricing for goods and services required for this project will be established pursuant to good faith negotiation between the parties. If NewSight disposes of assets composing substantially all of the network contained within the Digital Signage Agreement, the requirements of this paragraph shall be null and void.

**CBL Mall Agreement.** NewSight agrees to make payment in advance for all amounts required for WRT to provide services or to sell goods to NewSight, to the extent such services are hereafter requested in writing by Newsight, pursuant to the Digital Signage Agreement, the CBL Mall Agreement or otherwise until all amounts due from NewSight to WRT under the Note are paid in full. WRT acknowledges that Newsight is currently in a test-phase with CBL Properties under the CBL Mall Agreement and that Newsight is not presently committed to roll out any further equipment in CBL Malls or other properties under the CBL Mall Agreement. NewSight acknowledges and agrees that the Security Agreement by and between WRT and NewSight, effective October 12, 2007 (the "Security Agreement"), shall remain in full force and effect until all amounts due from NewSight to WRT under the Note are paid in full.

**Additional Credit.** Except as WRT and NewSight may subsequently agree in writing, no additional credit shall be extended to NewSight by WRT pursuant to the Note or on trade credit terms.

**Asset Disposition.** For as long as the Note is outstanding, NewSight will, subject to WRT's execution of a reasonable and customary confidentiality agreement acceptable to NewSight, provide a weekly update of all discussions regarding any potential asset disposition involving WRT's collateral in reasonable detail. Such confidentiality agreement shall prohibit WRT from contacting any third parties with whom NewSight is in discussions without NewSight's written consent, or interfering with such discussions.

**WRT Disclosures.** NewSight acknowledges that WRT is a publicly traded company with obligations to make filings with the SEC and to keep its shareholders reasonably informed with respect to business developments. NewSight agrees that WRT may discuss or disclose developments with respect to NewSight's compliance with or default of its obligations to WRT under the Note; provided, however, in no event may it disclose any confidential information from the above-referenced weekly updates. WRT agrees to exercise reasonable efforts to provide NewSight with advance written notice of that portion of press releases that relate directly to NewSight, understanding that WRT has sole control of such releases.

**NewSight Financing Efforts.** NewSight represents and warrants to WRT that it is currently using its best efforts, and will continue such efforts, to complete a financing transaction, in addition to any financing solely from Prentice or its affiliates, that would enable NewSight to repay the Note in full to WRT upon the amended maturity date set forth herein.

**Termination.** This Letter Agreement shall terminate and all amounts owing by NewSight to WRT shall be due and payable immediately upon the occurrence of one or more of the below described events:

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- Termination of NewSight's engagement agreement with Lazard Freres;
- NewSight's breach of or default under the Digital Signage Agreement, the Note, the Security Agreement or this Letter Agreement (in each case, after giving effect to any applicable cure periods described therein);
- Completion of a financing transaction which yields gross proceeds to NewSight of at least Five Million Dollars (\$5,000,000), including any financing from Prentice or its affiliates; or
- Failure to pay the amount set forth above as described above by the close of business on April 7, 2008.

Any termination of this Letter Agreement shall not impact WRT's obligations under the confidentiality agreement described herein, which shall survive any termination of this Letter Agreement and remain in full force and effect.

If the foregoing is in accordance with your understanding, please sign this letter in the space indicated below and return it to us for receipt not later than 5:00 PM Central Daylight Time on April 4, 2008, whereupon this Letter Agreement will become effective. The proposal contained herein will expire unless we have received this letter signed by you within the time period provided in the previous sentence or if sooner rejected.

Very truly yours,

WIRELESS RONIN TECHNOLOGIES, INC.

/s/ Jeffrey C. Mack  
\_\_\_\_\_  
Chairman of the Board, President and  
Chief Executive Officer

The foregoing is hereby  
agreed to and accepted:

NewSight Corporation

By: /s/ Robert K. Stewart  
\_\_\_\_\_  
Title: Chief Financial Officer

Prentice Capital Management, L.P.  
(solely with respect to the first  
sentence of the fourth paragraph)  
By: /s/ Matthew Hoffman  
\_\_\_\_\_  
Title: General Counsel



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5929 Baker Road, Suite 475  
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Phone: 952.564.3500  
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Wireless Ronin Technologies Agrees to Further Extend Maturity Date of Note from NewSight Corporation

Minneapolis, MN — April 8, 2008 — Wireless Ronin Technologies, Inc. (NASDAQ: RNIN), a Minneapolis-based worldwide digital signage provider, today announced that it has entered into an agreement to further extend the maturity date of the note issued to it by NewSight Corporation in October 2007. Pursuant to the agreement, the maturity date of the note has now been extended to the earlier of (1) May 30, 2008 or (2) the completion of NewSight's next financing transaction.

Under the agreement, Wireless Ronin will receive a total of \$59,517 from NewSight in immediately available funds. This payment represents the amount due for network operating and maintenance services provided to NewSight in February and March 2008, and reimbursement of other fees associated with equipment owned by NewSight in which Wireless Ronin has a security interest.

"NewSight did not complete its financing transaction during the first quarter of this year but we understand it is actively working to secure financing," said Jeffrey C. Mack, president and CEO of Wireless Ronin Technologies. "By allowing NewSight additional time we feel it will be in a better position to realize the benefits of its advertising-based networks, its 3-D technology and the ability to repay the note. We see industry interest in advertising-based networks in many places, including the April 2008 issue of POP Times magazine which highlights NewSight's networks."

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The balance of the note is approximately \$2.4 million. NewSight has agreed to make payment in advance to Wireless Ronin for all services or goods requested by NewSight pursuant to any agreements now in force until May 30, 2008.

**About Wireless Ronin Technologies, Inc.**

Wireless Ronin Technologies ([www.wirelessronin.com](http://www.wirelessronin.com)) is the developer of RoninCast®, a complete software solution designed to address the evolving digital signage marketplace. RoninCast® software provides clients with the ability to manage a digital signage network from one central location. The software suite allows for customized distribution with network management, playlist creation and scheduling, and database integration. Wireless Ronin offers an array of services to support RoninCast® software including consulting, creative development, project management, installation, and training. The company's common stock is traded on the NASDAQ Global Market under the symbol "RNIN".

*This release contains certain forward-looking statements of expected future developments, as defined in the Private Securities Litigation Reform Act of 1995. These forward-looking statements reflect management's expectations and are based on currently available data; however, actual results are subject to future risks and uncertainties, which could materially affect actual performance. Risks and uncertainties that could affect such performance include, but are not limited to, the following: estimates of future expenses, revenue and profitability; the pace at which the Company completes installations and recognizes revenue; trends affecting financial condition and results of operations; ability to convert proposals into customer orders; the ability of customers to pay for products and services; the revenue recognition impact of changing customer requirements; customer cancellations; the availability and terms of additional capital; ability to develop new products; dependence on key suppliers, manufacturers and strategic partners; industry trends and the competitive environment; and the impact of losing one or more senior executives or failing to attract additional key personnel. These and other risk factors are discussed in detail in the Company's Annual Report on Form 10-KSB filed with the Securities and Exchange Commission, on March 13, 2008.*

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**CONTACTS:**

Investors

John Witham — CFO

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(952) 564-3520