
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

January 7, 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 October 2007, NewSight Corporation (“NewSight”) issued a Secured Promissory Note to our company (the “Note”), which was to mature on the first to occur of (1) successful completion of NewSight’s financing efforts, or (2) December 31, 2007. NewSight has advised us that it is in the process of raising capital, and has requested that the maturity date of the Note be extended.

On January 7, 2008, we entered into a letter agreement with NewSight (the “Letter Agreement”), pursuant to which the Note will mature on the first to occur of (1) successful completion of NewSight’s financing efforts, or (2) March 31, 2008, provided that NewSight pays us the amount due under the Letter Agreement. Under the Letter Agreement, we agreed to credit NewSight customer deposits aggregating \$277,488 against the amount payable under the Note, retroactive to its date of issuance. As a result of this credit, the current principal balance of the Note is \$2,339,979. The Letter Agreement also 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 New Sight and our company, including the Letter Agreement; or (3) NewSight’s completion of a financing transaction which yields gross proceeds of at least \$5,000,000, excluding any financing solely from Prentice Capital Management, L.P. or its affiliates. The Letter Agreement specifies that no additional credit shall be extended to NewSight by us pursuant to the Note.

Pursuant to the terms of the Letter Agreement, NewSight and our company terminated (1) the physician office agreement pursuant to which our company had been selected to develop the “NewSight On Health” physicians network consisting of approximately 2,000 physician offices throughout the U.S., (2) the Pyramid mall agreement pursuant to which our company was to develop NewSight’s Pyramid Mall network consisting of approximately 13 large upscale malls, and (3) the 3-D software development agreement pursuant to which our company had been engaged to enhance NewSight’s software development initiatives for its 3-D media technology. NewSight agreed to pay us \$175,000, representing the amount due to us under the 3-D software development agreement. NewSight agreed to pay \$75,000 on or before January 9, 2008, and the remaining \$100,000 was added to the principal balance of the Note.

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.”

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: January 9, 2008

Wireless Ronin Technologies, Inc.

By: /s/ John A. Witham

John A. Witham
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10	Letter Agreement by and between Wireless Ronin Technologies, Inc. and NewSight Corporation, dated January 7, 2008.
99	Press Release, dated January 8, 2008.

January 7, 2008

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

Dear Jay:

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

Upon receipt of payment of the amount specified in this Letter Agreement, the Maturity Date of the Note is hereby extended from December 31, 2007, to the earlier to occur of (i) March 31, 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.

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 "Meijers 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. 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 79 Meijer stores not yet converted pursuant to the Meijers Agreement, provided that pricing for goods and services required for this project will be established pursuant to good faith negotiation between the parties. 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 by Newsight, pursuant to the Meijers 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.

WRT agrees to credit NewSight's customer deposits aggregating \$277,488 against the amount payable under the Note, retroactive to its date of issuance. As a result of this credit, WRT and NewSight hereby agree that the current principal balance of the note is \$2,239,979; provided,

however, that such amount will be increased according to the provisions of the next paragraph of this letter agreement. Except as specifically provided in the next paragraph of this letter agreement, WRT and NewSight hereby agree that no additional credit shall be extended to NewSight by WRT pursuant to the Note.

NewSight will pay \$175,000, representing the amount due WRT under the Independent Contractor Agreement by and between WRT and NewSight regarding NewSight's 3D Software Product (the "3D Agreement"). NewSight will pay WRT \$75,000 before 5:00 PM (Minneapolis time) on January 9, 2008, in immediately available funds. The remaining \$100,000 due from the 3D Agreement will be added to the current principal value of the note, bringing the total current principal balance of the note to \$2,339,979. Any other amounts previously paid by NewSight to WRT under the 3D Agreement, including deposits made by NewSight, shall be considered earned by WRT. NewSight and WRT acknowledge and agree that the 3D Agreement is hereby terminated and no amounts, other than as set forth in this Letter Agreement, are owed by either party to the other party under the 3D Agreement.

NewSight does hereby fully and forever release and discharge WRT, its shareholders, directors, officers, employees, representatives, agents, insurers, attorneys, assigns, heirs, and successors-in-interest, of any and all claims, damages, demands, actions, and rights of action of whatever kind or nature which NewSight, its shareholders, directors, officers, employees, representatives, agents, insurers, attorneys, assigns, heirs, or successors-in-interest may have arising out of or in connection with the 3D Agreement. WRT does hereby fully and forever release and discharge NewSight, its shareholders, directors, officers, employees, representatives, agents, insurers, attorneys, assigns, heirs, and successors-in-interest, of any and all claims, damages, demands, actions, and rights of action of whatever kind or nature which WRT, its shareholders, directors, officers, employees, representatives, agents, insurers, attorneys, assigns, heirs, or successors-in-interest may have arising out of or in connection with the 3D Agreement.

NewSight and WRT acknowledge and agree that the Digital Signage Agreement by and between WRT and NewSight regarding Office Networks (the "Physician Office Agreement") and the Digital Signage Agreement by and between WRT and NewSight regarding Pyramid Mall Installations (the "Pyramid Mall Agreement") are hereby terminated and no amounts are owed by either party to the other party under either the Physician Office Agreement or the Pyramid Mall Agreement. However, should NewSight sell goods or services to the customers contemplated by the Physician Office Agreement or the Pyramid Mall Agreement, to the extent reasonably possible, NewSight will provide WRT with a right of first refusal to provide WRT goods and services to such customers in connection with NewSight's engagements on substantially the same terms and conditions set forth in the Physician Office Agreement and the Pyramid Mall Agreement, as the case may be; provided, that, if WRT's pricing is not acceptable to Newsight, Newsight may seek and engage an alternative third party to provide such goods and services so long as such pricing is more favorable than that provided by WRT.

NewSight represents and warrants to WRT that it is currently using its best 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.

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:

- Termination of NewSight's engagement agreement with Lazard Freres;
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- NewSight's breach of or default under the Meijers Agreement, the CBL Mall Agreement, the Note, the Security Agreement or this Letter Agreement; or
- Completion of a financing transaction which yields gross proceeds to NewSight of at least Five Million Dollars (\$5,000,000), excluding any financing solely from Prentice or its affiliates.

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 6:00 PM (Minneapolis time) on January 7, 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.

[Signature Page Follows.]

Very truly yours,

WIRELESS RONIN TECHNOLOGIES, INC.

/s/ Jeffrey C. Mack

Jeffrey C. Mack
Chairman of the Board, President and
Chief Executive Officer

The foregoing is hereby
agreed to and accepted:

NewSight Corporation

Prentice Capital Management, L.P.
(solely with respect to the first sentence
of the third paragraph)

By: /s/ Bob Stewart

Title: Chief Financial Officer

By: /s/ Mathew Hoffman

Title: General Counsel

**Wireless Ronin Technologies Agrees to Extend Maturity Date of \$2.3
Million Note from NewSight Corporation**

**Wireless Ronin expects to complete Meijers network after NewSight obtains financing;
parties terminate physician network, Pyramid mall and 3-D software agreements**

Minneapolis, MN – January 8, 2008 – Wireless Ronin Technologies, Inc. (NASDAQ: RNIN), a Minneapolis-based digital signage provider, today announced that it has agreed to 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 been extended to the earlier of (1) March 31, 2008 or (2) completion of NewSight's next financing transaction, excluding any financing solely from Prentice Capital Management, L.P. or its affiliates.

Under the agreement, Wireless Ronin agreed to credit NewSight customer deposits aggregating \$277,488 against the amount payable under the note, retroactive to its date of issuance. As a result of this credit, the current principal balance of the note is \$2,339,979. The parties agreed that no further credit would be extended by Wireless Ronin to NewSight under the note.

"We believe that NewSight will complete its financing transaction in the first quarter of 2008 and that this transaction will lay the groundwork for NewSight's future operations. Accordingly, we expect to be in a position to recognize approximately \$800,000 of deferred revenue upon payment of the note," said Jeffrey C. Mack, Wireless Ronin Technologies' President and CEO. "We hope that the extension of the maturity date helps solidify NewSight's plans and demonstrates Wireless Ronin's willingness to act in a spirit of cooperation. This is also an opportunity to focus our relationship so that Wireless Ronin can do those things that it does best to assist NewSight while paring back some of those initiatives that were not proving as promising for both NewSight and Wireless Ronin. We have terminated certain agreements addressing areas that NewSight has determined not to pursue at present. We understand that NewSight plans to focus its efforts on the completion of the Meijers grocery store network, including new installations in the remaining 79 Meijers stores, after it obtains its financing. Furthermore, following the testing that is currently underway, it is possible that NewSight may seek further assistance from us on the CBL malls."

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 March 31, 2008, including the digital signage agreement relating to the Meijers grocery store installations. In August 2007, NewSight delayed the rollout of network installations into large upscale malls and the launch, installation and operation of digital signage networks in physicians' offices, and entered into a digital signage agreement with Wireless Ronin to retrofit 102 stores of an existing network and newly configure approximately 79 stores of the Meijers grocery store chain.

NewSight and Wireless Ronin also terminated (1) the physician office agreement pursuant to which Wireless Ronin had been selected to develop the "NewSight On Health" physicians network consisting of approximately 2,000 physician offices throughout the U.S., (2) the Pyramid mall agreement pursuant to which Wireless Ronin was to develop NewSight's Pyramid mall network consisting of approximately 13 large upscale malls, and (3) the 3-D software development agreement pursuant to which Wireless Ronin had been engaged to enhance NewSight's software development initiatives for its 3-D media technology. Wireless Ronin previously disclosed that it did not expect revenue from these NewSight agreements during 2008. NewSight agreed to pay Wireless Ronin \$175,000, representing the amount due Wireless Ronin under the 3-D software development agreement.

NewSight also has advised Wireless Ronin that it is in a test-phase with CBL Properties relative to six CBL malls, but there can be no assurance that NewSight will continue to roll out any further equipment in CBL malls or other properties.

Pursuant to the letter agreement extending the maturity date of the note, all amounts due Wireless Ronin become due and payable immediately upon the occurrence of one or more of the following events: (1) termination of NewSight's engagement agreement with its investment banker, (2) NewSight's breach of or default under any agreement between the parties, or (3) completion of a financing transaction which yields gross proceeds of at least \$5,000,000, excluding any financing solely from Prentice or its affiliates.

About Wireless Ronin Technologies, Inc.

Wireless Ronin Technologies (www.wirelessronin.com) is the developer of RoninCast®, a complete software solution designed to address the evolving digital signage marketplace. RoninCast® 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. An array of services is offered by Wireless Ronin to support RoninCast® 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 Current Report on Form 8-K filed with the Securities and Exchange Commission, on November 27, 2007.

CONTACTS:

Investors
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