
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

June 5, 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 and subsequently in April 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 the most recent extension, the Note was to mature on the first to occur of (1) successful completion of NewSight's financing efforts, or (2) May 30, 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 June 5, 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 (i) August 15, 2008 or (ii) the completion of NewSight's next financing transaction, generally excluding any financing of less than \$3,000,000 solely from Prentice Capital Management, L.P. or its affiliates. In addition, if NewSight pays us amounts due for network operating and maintenance services fees through July 31, 2008 by that date, we will extend the maturity date of the Note to September 30, 2008, provided that fees for services after July 31, 2008 are paid as and when due.

The Letter Agreement also provides that the Digital Signage Agreement dated May 25, 2007 by and between WRT and NewSight regarding CBL Mall Installations (the "CBL Mall Agreement") is terminated. Our other agreements with NewSight, including the Digital Signage Agreement effective October 12, 2007 (the "Meijer Agreement") and the Security Agreement effective October 12, 2007 (the "Security Agreement") remain in full force and effect.

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) NewSight's breach of or default under the Meijer Agreement, the Note, the Security Agreement, or the Letter Agreement (in each case after giving effect to any applicable cure periods described therein); or (2) NewSight's completion of a financing transaction, excluding any financing of less than \$3,000,000 solely from Prentice Capital Management, L.P. or its affiliates. Termination by NewSight of its engagement agreement with Lazard Freres will not constitute a default under the Note. 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."

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: June 5, 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, signed June 5, 2008.
99	Press Release, dated June 5, 2008.



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

Phone: 952.564.3500
Fax: 952.974.7887

June 4, 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 the Secured Promissory Note dated October 8, 2007 (the "Note"), from NewSight Corporation ("NewSight") to WRT contingent upon the following terms and conditions:

Extension. The Maturity Date of the Note is hereby extended from May 30, 2008 (as previously extended by our letter agreement dated April 4, 2008), to the earlier to occur of (i) August 15, 2008 or (ii) the completion of NewSight's next financing transaction, excluding any financing of less than \$3,000,000 solely from Prentice Capital Management, L.P. ("Prentice") or its affiliates. The earlier to occur of (i) or (ii) above shall be referred to hereafter as the "New Maturity Date."

Contingent Extension. WRT will grant a contingent extension of the New Maturity Date to NewSight if NewSight pays WRT for all network operating and maintenance services according to the following terms: If NewSight pays WRT the entire amount due to WRT for network operating and maintenance services provided to NewSight through the date of this Letter Agreement, together with any and all amounts due to WRT for such services provided to NewSight in July 2008, on or before July 31, 2008, the New Maturity Date shall be extended to September 30, 2008; provided, however, that NewSight must pay any amounts due to WRT for any services WRT provides after July 2008 as and when due. If and only if NewSight elects to extend the New Maturity Date pursuant to this paragraph, failure to make such payments will be a default under this Agreement and under the Note. The amounts currently due and those amounts payable in the future under the Note and for network operating and maintenance services are listed on Exhibit A to this Letter Agreement and are mutually agreed by the parties. If New Sight does not elect to extend the New Maturity Date pursuant to this paragraph, then NewSight shall pay the amounts due for all network operating and maintenance services fees on or before the New Maturity Date.

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 and WRT acknowledge and agree that the Digital Signage Agreement, dated as of May 25, 2007, by and between WRT and

NewSight regarding CBL Mall Installations (the "CBL Mall Agreement") is hereby terminated and no amounts are owed (other than those invoiced to date by WRT and remain unpaid) by either party to the other party under the CBL Agreement; provided, that NewSight acknowledges and agrees that it shall have no right to return any unused Equipment to WRT under Section 2(C) of the CBL Agreement before, on or following such termination. NewSight acknowledges and agrees that the Digital Signage Agreement by and between WRT and NewSight, effective October 12, 2007 (the "Meijer Agreement") remains in full force and effect.

Meijer Agreement. If upon completion of NewSight's next financing transaction (excluding any financing solely from Prentice or its affiliates), NewSight retains ownership of the Meijer networks, then NewSight shall engage WRT to perform those services necessary to complete 85 Meijer stores not yet converted pursuant to the Meijer Agreement, provided that financing terms and pricing for goods and services required for this project are agreed to by the parties with each party agreeing to enter into good faith negotiations with respect thereto.

Advance Payment; Security 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 Meijer Agreement or otherwise until all amounts due from NewSight to WRT under the Note are paid in full. 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 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; provided, however, that termination by NewSight of its engagement agreement with Lazard Freres shall not constitute a default by NewSight under the Note or give rise to an acceleration of the New Maturity Date.

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:

- NewSight's breach of or default under the Meijer Agreement, the Note (as amended hereby), the Security Agreement or this Letter Agreement (in each case, after giving effect to any applicable cure periods described therein); or
- Completion of a financing transaction, excluding any financing of less than \$3,000,000 solely from Prentice or its affiliates.

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 June 5, 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
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 fourth paragraph)

By: /s/ Robert K. Stewart

By: /s/ Matthew Hoffman

Title: Chief Financial Officer

Title: General Counsel

Exhibit A

Amounts Due and Owing as of the date of May 31, 2008:

Note Balance Due (including accrued but unpaid interest): \$2,395,001

Meijer Network operating and maintenance fees for June 2008: \$26,010

CBL Network operating and maintenance fees to date of: \$8,875

Interest Payable as of May 31, 2008: \$143,260

Amounts Payable after the date of this Letter Agreement:

Per diem interest payable on the Note until payment: 10% annually on average monthly note balance.

Meijer Network operating and maintenance fees: \$26,010 payable on the first of each month in advance of service provision.

**Wireless Ronin Technologies Agrees to Further Extend Maturity
Date of Note from NewSight Corporation**

**Wireless Ronin hopes to complete Meijer network after NewSight obtains financing;
parties terminate the CBL Mall agreement**

Minneapolis, MN – June 5, 2008 – Wireless Ronin Technologies, Inc. (NASDAQ: RNIN), a Minneapolis-based worldwide digital signage provider, today announced that it has entered into a letter 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 been extended to the earlier of (1) August 15, 2008, or (2) completion of NewSight's next financing transaction, excluding any financing of less than \$3,000,000 solely from Prentice Capital Management, L.P. or its affiliates. In addition, if NewSight pays Wireless Ronin amounts due for network operating and maintenance services fees through July 31, 2008, by that date, Wireless Ronin will extend the maturity date of the note to September 30, 2008, provided that fees for services after July 31, 2008, are paid as and when due.

"Wireless Ronin is willing to extend the maturity date of the note because of progress that NewSight has made," said Jeffrey C. Mack, chairman, president and CEO. "We believe that NewSight is doing what it reasonably can to take the steps necessary to address their finances and we are optimistic that this extension will help."

The letter agreement also provided that the Digital Signage Agreement dated May 25, 2007 with NewSight regarding CBL Mall Installations is terminated. All other agreements with NewSight, including the Digital Signage Agreement effective Oct. 12, 2007 regarding the Meijer stores network and the Security Agreement with NewSight and Prentice Capital Management effective October 12, 2007, remain in full force and effect.

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 all amounts due from NewSight to Wireless Ronin are paid in full.

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) NewSight's breach of or default under the Meijer agreement, the note, the security agreement, or the letter agreement extending the note maturity date (in each case after giving effect to any applicable cure periods described therein); or (2) NewSight's completion of a financing transaction, excluding any financing of less than \$3,000,000 solely from Prentice Capital Management or its affiliates. Termination by NewSight of its engagement agreement with Lazard Freres will not constitute a default under the Note. The letter agreement specifies that, except as Wireless Ronin and NewSight may subsequently agree in writing, no additional credit shall be extended to NewSight by Wireless Ronin pursuant to the Note or on trade credit terms.

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. 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 Current Report on Form 10-Q filed with the Securities and Exchange Commission, on May 9, 2008.

CONTACTS:

Investors

John Witham — Chief Financial Officer

jwitham@wirelessronin.com

(952) 564-3520