

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

Date of Report (Date of earliest event reported): September 7, 2012

**TRANSACT**  
Technologies Incorporated  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation)

0-21121  
(Commission file number)

06-1456680  
(I.R.S. employer identification no.)

One Hamden Center  
2319 Whitney Ave, Suite 3B, Hamden, CT  
(Address of principal executive offices)

06518  
(Zip Code)

Registrant's telephone number, including area code: (203) 859-6800

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:

- 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.****Amended Credit Facility**

On September 7, 2012, we signed an amendment to our existing \$20 million credit facility with TD Bank, N.A. ("TD Bank") that allows us to declare and pay cash dividends to holders of our outstanding common shares subject to approval by our Board of Directors and provided that no default or event of default has occurred and is continuing under the credit facility on the date of the dividend payment. The amendment also allows us to use up to \$5,000,000 in Revolving Credit Loans to fund future cash dividend payments or treasury share buybacks as well as requires cash dividend payments to be treated as distributions for purposes of quarterly debt covenant calculations.

**Item 8.01 Other Events.**

On September 10, 2012, we announced that our Board of Directors has approved the initiation of a quarterly cash dividend of \$0.06 per share of common stock outstanding, and that the initial quarterly cash dividend of \$0.06 per share will be paid in the fourth quarter of 2012, when declared and approved by our Board of Directors, to all of our common stockholders on the date of record. We expect to pay our first quarterly dividend in December 2012.

In conjunction with our dividend policy, we are suspending our previously announced 10b5-1 stock repurchase program; however, we remain authorized to purchase stock from time to time under our existing \$15 million stock buyback program depending on market conditions and other factors.

The announcement was made in a press release dated September 10, 2012, a copy of which is attached hereto as Exhibit 99.1.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

<b>Exhibit</b>	<b>Description</b>
10.26	Third Amendment to Amended and Restated Revolving Credit and Security Agreement
99.1	Press Release dated September 10, 2012 of TransAct Technologies Incorporated

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**SIGNATURE**

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.

**TRANSACT TECHNOLOGIES INCORPORATED**

By:     /s/ Steven A. DeMartino      
Steven A. DeMartino  
President, Chief Financial Officer, Treasurer and  
Secretary

Date: September 11, 2012

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**THIRD AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AND SECURITY AGREEMENT**

THIS Third Amendment to Amended and Restated Revolving Credit and Security Agreement (this “Amendment”) is made and entered into as of the 7th day of September, 2012, by and between TRANSACT TECHNOLOGIES INCORPORATED ( “Borrower”), and TD Bank, N.A. (formerly known as TD BankNorth N.A.), a national banking association (“Lender”); and amends that certain Amended and Restated Revolving Credit and Security Agreement dated as of November 28, 2006, between Borrower and Lender, as amended by that certain First Amendment to Amended and Restated Revolving Credit and Security Agreement dated as of September 30, 2007, and that Second Amendment to Amended and Restated Revolving Credit and Security Agreement dated as of November 21, 2011 (such Amended and Restated Revolving Credit and Security Agreement, as amended thereby and hereby, collectively referred to in this Amendment as the “Credit Agreement”). Capitalized terms used herein but not defined shall have the meanings assigned to them in the Credit Agreement.

WHEREAS, Borrower has requested that the Bank allow Borrower to declare and pay, from time to time, cash dividends to Borrower’s common stock holders;

WHEREAS, Lender is willing to permit Borrower to declare and pay such cash dividends solely upon the terms and conditions set forth in this Amendment; and

WHEREAS, Borrower and Lender have agreed to amend the Agreement as provided in this Amendment;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Amendment to Credit Agreement.** Borrower and Lender hereby amend the Credit Agreement as follows:

- a. Section 6.3 of the Credit Agreement is hereby amended by (i) the deletion of Section 6.3(b)(v), and (ii) the addition of the following Sections 6.3(c) and 6.3(d):

“(c) Notwithstanding the foregoing limitations set forth in Section 6.3(a), Borrower may declare and pay cash dividends to the holders of its outstanding common, provided that:

(i) “Borrower shall only declare and pay such cash dividends in amounts and at such times as determined by action of Borrower’s board of directors;

“(ii) Borrower shall not declare or pay any such cash dividends (x) during such time as a Default has occurred and is continuing, (y) in the event that payment of such cash dividend would cause a Default, or (z) if a Default would have occurred under Section 7.1 of this Agreement if such cash dividend had been paid during the immediately preceding fiscal quarter as would be calculated in the financial statements required under Section 5.6(b) hereof;

“(iii) At such time as Borrower provides financial statements under Section 5.6(b) of this Agreement with respect to the immediately preceding fiscal quarter, Borrower shall provide to Lender such information as Lender reasonably requires reflecting that Borrower would have been in compliance with Section 7.1 of this Agreement if cash dividends paid or to be paid during the fiscal quarter in which such financial statements are to be delivered under Section 5.6(b) had been made during such immediately preceding fiscal quarter;

(iv) Any such cash dividend paid shall be treated as a distribution for purposes of this Agreement; and

“(d) Borrower may use up to \$5,000,000 in Revolving Credit Loans in the aggregate in any one fiscal year to fund the buyback under Section 6.3(b) of the Agreement and the payment of cash dividends to the holders of its common stock under Section 6.3(c) of the Agreement.”

**2. Conditions to Closing.** This Amendment shall be effective upon the completion of each of the following:

- a. Execution by Borrower and Lender of this Amendment and delivery of executed originals to Lender.
- b. Execution by Guarantor of the Reaffirmation of Unlimited Guaranty, substantially in form and substance as set forth on Exhibit A to this Amendment, and delivery of an executed original thereof to Lender.
- c. Update by Borrower to any Schedules to the Credit Agreement not previously provided to Lender, disclosing information acceptable to Lender.
- d. Such additional documents, certificates, conditions and other assurances as Lender or its counsel may reasonably require.

**3. No Default; Representations and Warranties, etc.** The Borrower hereby confirms that: (a) the representations and warranties of Borrower contained in the Credit Agreement as modified hereby are true and correct in all material respects on and as of the date hereof as if made on such date (except to the extent that such representations and warranties expressly relate to an earlier date), as modified by any amendment to Schedules acceptable to Lender presented herewith; (b) Borrower is in compliance in all material respects with all of the terms and provisions set forth in the Credit Agreement on its part to be observed or performed; and (c) after giving effect to this Amendment, no Default shall have occurred and be continuing.

**4. Miscellaneous.**

- a. Except to the extent specifically amended hereby, the Credit Agreement, the other Loan Documents and all related documents shall remain in full force and effect. Whenever the terms or sections amended hereby shall be referred to in the Credit Agreement, the other Loan documents or such

other documents (whether directly or by incorporation into other defined terms), such defined terms shall be deemed to refer to those terms or sections as amended by this Amendment.

- b. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.
  
- c. This Amendment shall be governed by the laws of The Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment which is a sealed instrument as of the date first above written.

TD BANK, N.A.  
Formerly known as TD BANKNORTH, N.A.

By: /s/ Brian Bourgoin  
Name: Brian P. Bourgoin

Title: Vice President

TRANSACT TECHNOLOGIES INCORPORATED.

By: /s/ Steven A. DeMartino  
Name: Steven A. DeMartino  
Title: President and CFO

# TRANSACT

Technologies Incorporated

## TRANSACT TECHNOLOGIES INITIATES QUARTERLY CASH DIVIDEND POLICY

**HAMDEN, CT – September 10, 2012** – TransAct Technologies Incorporated (NASDAQ: TACT), a global leader in market-specific solutions, including printers, terminals, software and other products for transaction-based and other industries, today announced that it plans to initiate a quarterly cash dividend policy beginning in 2012. Subject to declaration by the Board of Directors, the Company's initial quarterly dividend is expected to be \$0.06 per share, for an annual payout of \$0.24, which the Company plans to begin paying in the fourth quarter of 2012.

The company anticipates paying a cash dividend in December, March, June and September of each year. Future declarations of dividends are subject to Board approval and may be adjusted as business needs or market conditions change.

In conjunction with its dividend policy, the Company is suspending its previously announced 10b5-1 stock repurchase program; however, the Company remains authorized to purchase stock from time to time under its existing \$15 million stock buyback program depending on market conditions and other factors.

“Our Board's decision to institute a dividend policy at this time underscores our commitment to enhancing shareholder value,” said Bart C. Shuldman, Chairman and Chief Executive Officer of TransAct Technologies. “The policy reflects the strength of our balance sheet, our fundamental ability to generate free cash flow and our confidence in the future prospects of our business.”

### About TransAct Technologies Incorporated

TransAct Technologies Incorporated (NASDAQ: TACT) is a leader in developing and manufacturing market-specific solutions, including printers, terminals, software and other products for transaction-based and other industries. These industries include casino, gaming, lottery, banking, kiosk, point-of-sale, food safety, hospitality, oil and gas, and medical and mobile. Each individual market has distinct, critical requirements for printing and the transaction is not complete until the receipt and/or ticket is produced. TransAct printers and products are designed from the ground up based on market specific requirements and are sold under the Ithaca®, Epic, EPICENTRAL® and Printrex® product brands. TransAct distributes its printers through OEMs, value-added resellers, selected distributors, and direct to end-users. TransAct has over two million printers installed around the world. TransAct is committed to world-class printer service, spare parts and accessories required by a growing worldwide installed base of printers. Beyond printers, TransAct is a leader in providing printing supplies to the full transaction printer market. Through its TransAct Services Group, TransAct provides a complete range of supplies and consumables items used in the printing and scanning activities of customers in the hospitality, banking, retail, gaming, government and oil and gas exploration markets. Through its webstore, <http://www.transactsupplies.com>, and a direct selling team, TransAct addresses the on-line demand for these products. TransAct is headquartered in Hamden, CT. For more information, please visit <http://www.transact-tech.com> or call 203.859.6800.

### Forward-Looking Statements:

Certain statements in this press release include forward-looking statements. Forward-looking statements generally can be identified by the use of forward-looking terminology, such as “may”, “will”, “expect”, “intend”, “estimate”, “anticipate”, “believe” or “continue” or the negative thereof or other similar words. All forward-looking statements involve risks and uncertainties, including, but are not limited to, the Company's ability to successfully integrate the Printrex business with its existing operations; customer acceptance and market share gains, both domestically and internationally, in the face of substantial competition from competitors that have broader lines of products and greater financial resources; introduction of new products into the marketplace by competitors; successful product development; dependence on significant customers; dependence on significant vendors; dependence on contractor manufacturers for the assembly of a large portion of our products in China; the ability to protect intellectual property; the ability to recruit and retain quality employees as the Company grows; dependence on third parties for sales outside the United States, including Australia, New Zealand, Europe, Latin America and Asia; economic and political conditions in the United States, Australia, New Zealand, Europe, Latin America and Asia; marketplace acceptance of new products; risks associated with foreign operations; availability of third-party components at reasonable prices; price wars or other significant pricing pressures affecting the Company's products in the United States or abroad; risks associated with potential future acquisitions; and the outcome of the lawsuit between TransAct and Avery Dennison Corporation. Actual results may differ materially from those discussed in, or implied by, the forward-looking statements. The forward-looking statements speak only as of the date of this release and the Company assumes no duty to update them to reflect new, changing or unanticipated events or circumstances.

### Contact:

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203-859-6810

ICR Inc.  
William Schmitt  
203-682-8200