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

FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

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TRANSACT TECHNOLOGIES INCORPORATED  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation or organization)      06-1456680  
(I.R.S. Employer Identification No.)

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7 Laser Lane, Wallingford, Connecticut      06492  
(Address of Principal Executive Offices)      (Zip Code)

TransAct Technologies Incorporated Non-Employee Directors' Stock Plan  
(Full title of the plan)

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Richard L. Cote  
Executive Vice President, Chief Financial Officer, Secretary and Treasurer  
TransAct Technologies Incorporated  
7 Laser Lane  
Wallingford, Connecticut 06492  
(Name and address of agent for service)

-----  
(203) 269-1198  
(Telephone number, including area code, of agent for service)

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Copy to:

Donna L. Brooks, Esq.  
Shipman & Goodwin LLP  
One American Row  
Hartford, Connecticut 06103  
(860) 251-5000  
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CALCULATION OF REGISTRATION FEE

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Proposed Registered      Proposed Amount Registered per Share      Maximum (1)      Maximum Title of Securities to be Offered      Offer Price      Aggregate Amount of to be Registered      Common Stock, par value  
-----  
\$0.01..... 110,000 shares \$12.45 \$1,369,500 \$110.79  
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(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) under the Securities Act of 1933 based on the average of the bid and asked prices reported on the Nasdaq SmallCap Market on August 11, 2003.

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Pursuant to Rule 429 under the Securities Act of 1933, the prospectus relating to the securities registered under this Registration Statement also relates to Registration Statement No. 333-32705, filed August 1, 1997, and Registration Statement No. 333-49530, filed November 8, 2000.  
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STATEMENT PURSUANT TO GENERAL INSTRUCTION E OF FORM S-8

This Registration Statement relates to the registration of additional shares of Common Stock, par value \$0.01 per share, of TransAct Technologies Incorporated, the same class of securities as registered on Form S-8 for TransAct Technologies Incorporated Non-Employee Directors' Stock Plan, Registration Statements No. 333-32705 and No. 333-49530. The contents of the prior Registration Statements are incorporated in this Registration Statement by reference.

SIGNATURES

Pursuant to requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Wallingford, State of Connecticut, on this 12th day of August, 2003.

TRANSACT TECHNOLOGIES INCORPORATED

By: /s/ Bart C. Shuldman  
 -----  
 Bart C. Shuldman  
 Chairman of the Board, President  
 and Chief Executive Officer

POWER OF ATTORNEY

Know All Persons by These Presents, that each person whose signature appears below constitutes and appoints Bart C. Shuldman and Richard L. Cote and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him and in his name, place and stead, in any and all capacities to sign any and all amendments (including, without limitation, post-effective amendments and any amendment(s) or registration statement(s) increasing the amount of securities for which registration is being sought) to this registration statement, and to file same, with all exhibits thereto, and other documents in connection therewith, with full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, of their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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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/Bart C. Shuldman ----- Bart C. Shuldman	Chairman of the Board, President, Chief Executive Officer and Director (Principal Executive Officer)	August 12, 2003
/s/Richard L. Cote ----- Richard L. Cote	Executive Vice President, Chief Financial Officer, Secretary, Treasurer and Director (Principal Financial Officer)	August 12, 2003
/s/Thomas R. Schwarz ----- Thomas R. Schwarz	Director	August 12, 2003
/s/Graham Y. Tanaka ----- Graham Y. Tanaka	Director	August 12, 2003
/s/Charles A. Dill ----- Charles A. Dill	Director	August 12, 2003
/s/Jeffrey T. Leeds ----- Jeffrey T. Leeds	Director	August 12, 2003
/s/Steven A. DeMartino ----- Steven A. DeMartino	Senior Vice President, Finance and Information Technology (Principal Accounting Officer)	August 12, 2003

EXHIBIT INDEX

Exhibit No. -----	Description -----
5.1	Opinion of Shipman & Goodwin LLP as to the legality of the securities being registered.
23.1	Consent of Shipman & Goodwin LLP (included in Exhibit 5.1).
23.2	Consent of PricewaterhouseCoopers LLP.
99.1	TransAct Technologies Incorporated Non-Employee Directors' Stock Plan, as amended.

Shipman & Goodwin LLP  
Counselors at Law

One American Row  
Hartford, CT 06103  
Tel (860) 251-5000

August 12, 2003

TransAct Technologies Incorporated  
7 Laser Lane  
Wallingford, CT 06492

Re: Registration Statement on Form S-8 Relating to Shares  
of Common Stock of TransAct Technologies Incorporated  
Issuable under its Non-Employee Directors' Stock Plan  
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Ladies and Gentlemen:

As counsel for TransAct Technologies Incorporated, a Delaware corporation (the "Company"), we are furnishing you with this opinion in connection with the issuance of an additional 110,000 shares of Common Stock of the Company (the "Shares") pursuant to the above-referenced Plan (the "Plan"), to which the above-referenced Registration Statement relates.

As counsel to the Company, we have examined the Registration Statement and such other documents as we have deemed necessary or appropriate in order to express the opinion set forth below. In connection with our opinion hereinafter given, we have examined and relied upon originals, or copies, certified or otherwise, identified to our satisfaction, of such agreements, documents, certificates and other statements of government officials, corporate officers and representatives, and such other documents as we have deemed relevant and necessary as a basis for such opinion. In such examination, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity with the original documents of documents submitted to us as copies.

Based upon the foregoing, we are of the opinion that the Shares, when issued as contemplated by the Plan and the Registration Statement, will be duly authorized and legally issued, fully paid and non-assessable.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ Shipman & Goodwin LLP

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 27, 2003, except for Note 10 which is as of March 26, 2003, relating to the financial statements of Transact Technologies Incorporated, which appears in Transact Technologies Incorporated's Annual Report on Form 10-K for the year ended December 31, 2002.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP  
Hartford, Connecticut  
August 12, 2003

TRANSACT TECHNOLOGIES INCORPORATED

NON-EMPLOYEE DIRECTORS' STOCK PLAN

TransAct Technologies Incorporated. Non-Employee Directors' Stock Plan (the "Plan") is adopted by TransAct Technologies Incorporated. (the "Company") for the purpose of advancing the interests of the Company by providing compensation and other incentives for the continued services of the Company's non-employee directors and by attracting able individuals to directorships with the Company.

1. Definitions. For purposes of this Plan, the following terms shall have the meanings set forth below:

"Administrator" means the person(s) appointed by the Board to administer the Plan as provided in Paragraph 2 hereof.

"Annual Meeting" means the annual meeting of the Company's stockholders.

"Board" means the Board of Directors of TransAct Technologies Incorporated.

"Change of Control" means (i) approval by the Company's stockholders of a merger in which the Company does not survive as an independent, publicly owned corporation, a consolidation, or a sale, exchange or other disposition of all or substantially all the Company's assets, or (ii) any acquisition of voting securities of the Company by any person or group (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), but excluding (a) the Company or any of its subsidiaries, (b) any person who was an officer or director of the Company on the day prior to the Effective Date, or (c) any savings, pension or other benefits plan for the benefit of employees of the Company or any of its subsidiaries, which theretofore did not beneficially own voting securities representing more than 30% of the voting power of all outstanding voting securities of the Company, if such acquisition results in such entity, person or group owning beneficially securities representing more than 30% of the voting power of all outstanding voting securities of the Company. As used herein, "voting power" means ordinary voting power for the election of directors of the Company.

"Common Shares" means the Company's common stock, \$.01 par value per share.

"Company" means TransAct Technologies Incorporated, a Delaware corporation.

"Effective Date" means the date of the initial offering of the Company's Common Shares to the public.

"Grant Date" means the effective date of a grant of options pursuant to Paragraph 4(a) hereof.

"Market Value" means the closing price of the Common Shares as reported by NASDAQ.

"Participant" means a director who has met the requirements of eligibility and participation described in Paragraph 3 hereof.

2. Administration. The Plan shall be administered by the Administrator. The Administrator may establish, subject to the provisions of the Plan, such rules and regulations as it deems necessary for the proper administration of the Plan, and make such determination and take such action in connection therewith or in relation to the Plan as it deems necessary or advisable, consistent with the Plan.

3. Eligibility and Participation.

(a) A non-employee director of the Company shall automatically become a Participant in the Plan as of the later of (i) the Effective Date, or (ii) the date of initial election to the Board. A director who is a regular employee or officer of the Company is not eligible to participate in the Plan.

(b) A Participant shall cease participation in the Plan as of the date the Participant (i) fails to be re-elected to the Board, (ii) resigns or otherwise vacates his position on the Board, or (iii) becomes a regular employee or officer of the Company.

4. Compensation. For all services rendered as a director of the Company, the Company shall grant options to each Participant as provided herein.

(a) Grant of Options. Each person who is a Participant on the Effective Date shall be awarded a non-qualified option to purchase 10,000 Common Shares effective as of the Effective Date, at a price equal to the Market Value of Common Shares on that date. Any person who becomes a Participant after the Effective Date shall be awarded non-qualified options to purchase 5,000 Common Shares effective as of the date of the Annual Meeting at which such election occurs, or if the Participant is first elected to the Board other than at an Annual Meeting, as of the date of such election, at a price equal to the Market Value of Common Shares on that date.

For years beginning after 1996, on the date of the first Board meeting following the Annual Meeting of each year, a Participant (other than a director who is first elected at the Annual Meeting for that year or within six months prior to such Annual Meeting), shall be awarded non-qualified options to purchase the applicable number of Common Shares in accordance with the table below, effective as of the date of such Board meeting, at a price equal to the Market Value of Common Shares on that date.

Year of Grant -----	Number of Shares -----
1997-1999	2,500
2000	5,000
2001 and subsequent	7,500



(b) Term and Exercisability. All options shall have a term of 10 years and shall vest in accordance with the following schedule:

Percentage of Options -----	Vesting Date -----
20%	1st anniversary of Grant Date
20%	2nd anniversary of Grant Date
20%	3rd anniversary of Grant Date
20%	4th anniversary of Grant Date
20%	5th anniversary of Grant Date

Notwithstanding the foregoing, all options shall become immediately exercisable upon a Change of Control of the Company.

(c) Method of exercise. An option granted under the Plan may be exercised, in whole or in part, by submitting a written notice to the Board, signed by the Participant or such other person who may be entitled to exercise such option, and specifying the number of Common Shares as to which the option is being exercised. Such notice shall be accompanied by the payment of the full option price for such Common Shares, or shall fix a date (not more than ten business days from the date of such notice) for the payment of the full option price of the Common Shares being purchased. Payment shall be made in the form of cash, Common Shares (to the extent permitted by law), or both. A certificate or certificates for the Common Shares purchased shall be issued by the Company after the exercise of the option and full payment therefor.

(d) Termination of Directorship. If a Participant fails to be re-elected to the Board, resigns or otherwise ceases to be a director of the Company for reasons other than death or disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code), all options granted under this Plan to such Participant which are not exercisable on such date shall immediately terminate, and any remaining options shall terminate if not exercised before thirty (30) days following such termination, or at such earlier time as may be applicable under Paragraph 4(b) above. If the Participant dies or becomes disabled within the thirty (30) day period described above, such remaining options may be exercised by the Participant or the Participant's personal representative at any time before the expiration of twelve (12) months following the date of death or commencement of disability. If a Participant ceases to be a director of the Company by reason of death or disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code), all options granted under this Plan to such Participant which are not exercisable on such date shall become immediately exercisable, and may be exercised at any time before the expiration of twelve (12) months following the date of death or commencement of disability, or such earlier time as may be applicable under Paragraph 4(b) above.

(e) Non-transferability. Each option and all rights thereunder shall be exercisable during the Participant's lifetime only by him and shall be non-assignable and non-transferable by the Participant except, in the event of the Participant's death, by will or by the laws of descent and distribution. In the event the death of a Participant occurs, the representative or representatives of the Participant's estate, or the person or persons who acquired (by bequest or inheritance) the

rights to exercise the Participant's options in whole or in part may exercise the option prior to the expiration of the applicable exercise period, as specified in Paragraph 4(d) above.

(f) No rights as stockholder. A Participant shall have no rights as a stockholder with respect to any Common Shares subject to the option prior to the date of issuance of a certificate or certificates for such Common Shares.

(g) Compliance with securities laws. Options granted and Common Shares issued by the Company upon exercise of options shall be granted and issued only in full compliance with all applicable securities laws, including laws, rules and regulations of the Securities and Exchange Commission and applicable state Blue Sky Laws. With respect thereto, the Board may impose such conditions on transfer, restrictions and limitations as it may deem necessary and appropriate to assure compliance with such applicable securities laws.

#### 5. Shares Subject to the Plan.

(a) The Common Shares to be issued and delivered by the Company upon the exercise of options under the Plan may be either authorized but unissued shares or treasury shares of the Company.

(b) The aggregate number of Common Shares of the Company which may be issued under the Plan shall not exceed 240,000 shares; subject, however, to the adjustment provided in Paragraph 6 in the event of stock splits, stock dividends, exchanges of shares or the like occurring after the effective date of this Plan.

(c) Common Shares covered by an option which is no longer exercisable with respect to such shares shall again be available for issuance under this Plan.

6. Share Adjustments. In the event there is any change in the Company's Common Shares resulting from stock splits, stock dividends, combinations or exchanges of shares, or other similar capital adjustments, equitable proportionate adjustments shall automatically be made without further action by the Board or Administrator in (i) the number of Common Shares available for award under this Plan, (ii) the number of Common Shares subject to options granted under this Plan, and (iii) the option price of options granted under this Plan.

7. Amendment or Termination. The Board may terminate this Plan at any time, and may amend the Plan at any time or from time to time; provided, however, that the Plan shall not be amended more than once every six months, other than to comport with changes in the Internal Revenue Code, the Employee Retirement Income Security Act, or the rules thereunder; and further provided that any amendment that would increase the aggregate number of Common Shares that may be issued under the Plan, materially increase the benefits accruing to Participants under the Plan, or materially modify the requirements as to eligibility for participation in the Plan shall be subject to the approval of the Company stockholders to the extent required by Rule 16b-3 under the Securities Exchange Act of 1934, as amended, or any other governing rules or regulations except that such increase or modification that may result from adjustments authorized

by Paragraph 6 does not require such approval. If the Plan is terminated, any unexercised option shall continue to be exercisable in accordance with its terms.

8. Company Responsibility. All expenses of this Plan, including the cost of maintaining records, shall be borne by the Company.

9. Implied Consent. Every Participant, by acceptance of an award under this Plan, shall be deemed to have consented to be bound, on his or her own behalf and on behalf of his or her heirs, assigns, and legal representatives, by all of the terms and conditions of this Plan.

10. Delaware Law to Govern. This Plan shall be construed and administered in accordance with and governed by the laws of the State of Delaware.