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): May 1, 2017

ASTRONOVA, INC.
(Exact name of registrant as specified in its charter)

Rhode Island	**0-13200**	**05-0318215**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

600 East Greenwich Avenue
West Warwick, Rhode Island 02893
(Address of principal executive offices, including zip code)

(401) 828-4000
(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. below):

☐ 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Stock Repurchase Agreement

On May 1, 2017, AstroNova, Inc. (the " **Company** ") entered into a stock repurchase agreement (the " **Stock Repurchase Agreement** ") with the trust established by Albert W. Ondis by Declaration of Trust dated December 4, 2003, as amended (the " **Trust** ") to repurchase 826,305 shares of the Company's common stock held by the Trust at a per share price of $13.60, for an aggregate repurchase price of $11,237,748.00 (the " **Stock Repurchase** "). The Stock Repurchase was consummated on May 2, 2017 and was funded using existing cash on hand. Following the Stock Repurchase, the Trust owns 36,000 shares of the Company's common stock.

April L. Ondis, a director of the Company, is a beneficiary of the Trust. The Stock Repurchase was authorized and approved by the Company's Audit Committee as a related party transaction. Prior to entering into the Stock Repurchase Agreement, the Company obtained an opinion from an independent investment banking firm that the consideration to be paid by the Company to the Trust pursuant to the Stock Repurchase Agreement would be fair to the public stockholders of the Company, other than the Trust, from a financial point of view.

The description of the Stock Repurchase Agreement is qualified in its entirety by reference to the full text of the Stock Repurchase Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

On May 3, 2017, the Company issued a press release announcing the Stock Repurchase. A copy of that press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Credit Agreement Amendment

In connection with the Stock Repurchase, the Company entered into a consent and amendment, dated as of May 1, 2017 (the " **Amendment** "), relating to the Credit Agreement (the " **Credit Agreement** "), dated as of February 28, 2017, among the Company, its subsidiaries, ANI ApS and Trojanlabel ApS, and Bank of America, N.A., as lender. Solely for purposes of effecting the Stock Repurchase, the Amendment increased the aggregate amount of certain repurchases of Company equity interests permitted to be made by the Company under the Credit Agreement in the Company's fiscal year ending January 31, 2018 from $5,000,000 to $12,000,000, subject to certain conditions. The Amendment prohibits the Company from making other repurchases of Company equity interests under such permission in the fiscal year ending January 31, 2018. The Amendment also provides that the aggregate amount paid in cash by the Company to effect the Stock Repurchase shall not be deducted from the Company's consolidated EBITDA for the purposes of calculating the consolidated fixed charge coverage ratio covenant to which the Company is subject under the Credit Agreement with respect to any trailing four-fiscal-quarter measurement period through and including the measurement period ending January 31, 2018.

The description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
10.1	Stock Repurchase Agreement, dated as of May 1, 2017, by and among AstroNova, Inc. and the trust established by Albert W. Ondis by Declaration of Trust dated December 4, 2003, as amended.
10.2	Consent under Credit Agreement, dated as of May 1, 2017, by and among AstroNova, Inc., ANI ApS, Trojanlabel ApS and Bank of America, N.A.
99.1	Press Release, dated May 3, 2017.

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.

AstroNova, Inc.

May 5, 2017

By: /s/ John P. Jordan
John P. Jordan
Vice President, Chief Financial Officer and Treasurer

EXHIBIT INDEX

Exhibit No.	Description
10.1	Stock Repurchase Agreement, dated as of May 1, 2017, by and among AstroNova, Inc. and the trust established by Albert W. Ondis by Declaration of Trust dated December 4, 2003, as amended.
10.2	Consent under Credit Agreement, dated as of May 1, 2017, by and among AstroNova, Inc., ANI ApS, Trojanlabel ApS and Bank of America, N.A.
99.1	Press Release, dated May 3, 2017.

Exhibit 10.1

ASTRONOVA, INC.

STOCK REPURCHASE AGREEMENT

This Stock Repurchase Agreement (this **"Agreement"**) is made as of May 1, 2017, by and among AstroNova, Inc., a Rhode Island corporation (the **"Company"**), and the trust established by Albert W. Ondis by Declaration of Trust dated December 4, 2003, as amended (the **"Selling Shareholder"**).

WHEREAS, the Selling Shareholder currently holds eight hundred sixty-two thousand three hundred and five (862,305) shares of the Company's common stock, par value $0.05 per share (the " **Common Stock** ").

WHEREAS, the Selling Shareholder desires to sell eight hundred twenty-six thousand three hundred and five (826,305) shares of Common Stock (the " **Shares** "), and the Company desires to repurchase the Shares from the Selling Shareholder on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

*1 . **Repurchase of Shares.***

1.1 *Repurchase.* Subject to the terms and conditions of this Agreement, the Selling Shareholder hereby agrees to sell to the Company, and the Company hereby agrees to purchase from the Selling Shareholder, the Shares at the per Share price of $13.60, for an aggregate repurchase price of $11,237,748 (the **"Repurchase Amount"**).

1.2 *Closing.* The closing shall occur as soon as soon as practicable following the date of this Agreement (the **"Closing"**).

1.2.1 *Delivery.* On the day of the Closing, the Selling Shareholder shall cause its broker to deliver the Shares to Computershare, N.A. **("Computershare")** , which delivery shall be made through the facilities of the Depository Trust Company's DWAC system. The Company shall deliver a letter to Computershare, in a form acceptable to Computershare, which letter shall include the broker name, phone number and number of Shares to be transferred, instructing Computershare to accept the DWAC.

1.2.2 *Payment.* On the day of Closing, upon confirmation that (x) the Shares have been transferred and delivered to the Company and (y) such transfer and delivery has been acknowledged and recorded by Computershare, the Company shall deliver payment for the Shares by wire transfer in accordance with instructions from the Selling Shareholder.

*2 . **Representations and Warranties of the Selling Shareholder.*** The Selling Shareholder hereby represents, warrants and agrees to the Company as follows:

2.1 *Title to Shares.* As of immediately prior to the Closing, the Selling Shareholder holds the Shares, free and clear of any pledge, lien, security interest, encumbrance, claim or equitable interest other than pursuant to this Agreement.

2.2 *Authority; Enforceability.* Albert W. Ondis III has full power and authority as Trustee of the Selling Shareholder to enter into this Agreement on behalf of the Selling Shareholder, and to cause the Selling Shareholder to perform its obligations under this Agreement, including the obligation to sell, assign, transfer and deliver the Shares under this Agreement, and has taken all action necessary to authorize the transactions effected hereby. This Agreement has been duly and validly executed and delivered by, and is the valid, legal and binding obligation of, the Selling Shareholder, enforceable in accordance with its terms. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby (i) will not violate any rule, regulation, judgment, decree or order by which the Selling Shareholder may be bound and (ii) will not require on the part of the Selling Shareholder any filing with, or any permit, authorization, consent or approval of, any court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority or agency, except for the filing of such notices as may be required under the Securities Act of 1933, as amended, and such filings as may be required under applicable state securities laws.

2.3 *No Conflicts.* The performance of this Agreement and the consummation of the transactions contemplated hereby will not result in a material breach or violation by the Selling Shareholder of any of the terms or provisions of, or constitute a material default by the Selling Shareholder under, any indenture, mortgage, deed of trust, trust (constructive or other), loan agreement, lease, franchise, permit, authorization, license or other agreement or instrument to which the Selling Shareholder are a party or by which the Selling Shareholder or any of their respective properties may be bound, or any judgment, decree, order, rule or regulation of any court of governmental agency or body applicable to the Selling Shareholder or any of its respective properties.

2.4 *No Legal, Tax, or Investment Advice.* The Selling Shareholder has had an opportunity to review the federal, state, local, and foreign tax consequences of its sale of the Shares to the Company. The Selling Shareholder understands that nothing in this Agreement or any other materials presented to the Selling Shareholder in connection with the sale and purchase of the Shares constitutes legal, tax, or investment advice. The Selling Shareholder has consulted such legal, tax, and investment advisors as the Selling Shareholder, in its sole discretion, has deemed necessary or appropriate in connection with the sale of the Shares hereunder. The Selling Shareholder acknowledges that it shall be responsible for its own tax liability that may arise as a result of its sale of the Shares to the Company or the transactions contemplated by this Agreement.

2.5 *Available Information.* The Selling Shareholder has adequate information concerning the business and financial condition of the Company as, in its judgment, is necessary for it to make an informed decision with respect to the Shares and the Company. The Selling Shareholder acknowledges that the Company may possess material, non-public information which it has not disclosed, and the Selling Shareholder agrees to enter into the transaction regardless of this information disparity. The Selling Shareholder agrees to waive, and hereby waives, any claims related to this information disparity.

3 . ***Representations*** and ***Warranties of the Company.*** The Company hereby represents and warrants to the Selling Shareholder as follows:

3.1 *Authority; Enforceability.* The Company has full power and authority to enter into, and perform its obligations under this Agreement, including its obligation to purchase the Shares under this Agreement, and has taken all action necessary to authorize the transactions effected hereby. This Agreement has been duly and validly executed and delivered by, and is the valid, legal and binding obligation of, the Company, enforceable in accordance with its terms except as such enforceability may be limited by laws of general application relating to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby (i) will not violate any rule, regulation, judgment, decree or order by which the Company may be bound and (ii) will not require on the part of the Company any filing with, or any permit, authorization, consent or approval of, any court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority or agency, except for the filing of such notices as may be required under the Securities Act of 1933, as amended, and such filings as may be required under applicable state securities laws.

3.2 *No Conflicts.* The performance of this Agreement and the consummation of the transactions contemplated hereby will not result in a material breach or violation by the Company of any of the terms or provisions of, or constitute a material default by the Company under, any indenture, mortgage, deed of trust, trust (constructive or other), loan agreement, lease, franchise, permit, authorization, license or other agreement or instrument to which the Company is a party or by which the Company or any of its properties may be bound, or any judgment, decree, order, rule or regulation of any court of governmental agency or body applicable to the Company or any of its properties.

4. Closing Conditions.

4.1 *Conditions to Company's Obligations.* The Company's obligation to purchase the Shares at the Closing is subject to the fulfillment to the Company's satisfaction on or prior to the Closing of the following conditions, any of which may be waived in whole or in part by Company:

4.1.1 The representations and warranties made by the Selling Shareholder in Section 2 hereof shall be true and correct when made and as of the Closing.

4.1.2 All covenants, agreements and conditions contained in this Agreement to be performed by the Selling Shareholder on or prior to the Closing shall have been performed or complied with.

4.1.3 No action shall have been taken and no statute, rule, regulation or order shall have been enacted, promulgated or issued or deemed applicable to the proposed transactions by any legislature, administrative agency, court or other governmental authority

which would make consummation of the proposed transactions pursuant to this Agreement illegal or render Company or the Selling Shareholder unable to consummate the proposed transactions.

4.2 *Conditions to Obligations of the Selling Shareholder.* The obligations of the Selling Shareholder to sell and convey the Shares at the Closing is subject to the fulfillment to the satisfaction of the Selling Shareholder, on or prior to the Closing of the following conditions, any of which may be waived in whole or in part by the Selling Shareholder:

4.2.1 The representations made by Company in Section 3 hereof shall be true and correct when made and as of the Closing.

4.2.2 All covenants, agreements and conditions contained in this Agreement to be performed by Company on or prior to the Closing shall have been performed or complied with.

4.2.3 No action shall have been taken and no statute, rule, regulation or order shall have been enacted, promulgated or issued or deemed applicable to the proposed transactions by any legislature, administrative agency, court or other governmental authority which would make consummation of the proposed transactions pursuant to this Agreement illegal or render Company or the Selling Shareholder unable to consummate the proposed transactions.

5. Miscellaneous.

5.1 *Governing Law.* This Agreement shall be governed in all respects by the laws of the State of Rhode Island, without regard to any provisions thereof relating to conflicts of laws among different jurisdictions.

5.2 *Successors and Assigns.* Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

5.3 *Entire Agreement; Amendment.* This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the Company and the Selling Shareholder.

5.4 *Notices, Etc.* All notices and other communications required or permitted hereunder shall be given in writing and shall be personally delivered; sent by facsimile transmission or electronic transmission; or sent by registered or certified U.S. mail, return receipt requested and postage prepaid; or by private overnight mail courier service, as follows:

(i) If to the Company, to:

AstroNova, Inc.
600 East Greenwich Avenue
West Warwick, RI 02893

Attention: Chief Executive Officer
Facsimile: (401) 822-0139
Email: gwoods@astronovainc.com

(with a copy to)

Foley Hoag LLP
155 Seaport Boulevard
Boston, Massachusetts 02210-2600
Attention: Peter M. Rosenblum, Esq.
Facsimile: (617) 832-7000
Email: PMR@foleyhoag.com

(ii) If to the Selling Shareholder, at the address set forth below:

Albert W. Ondis Declaration of Trust
515 Beach Road
Fairfield, Connecticut 06824
Attention: Albert W. Ondis III
Email: aondis@hotmail.com

(with a copy to)

Hinckley, Allen & Snyder LLP
100 Westminster Street, Suite 1500
Providence, Rhode Island 02903
Attention: Margaret D. Farrell, Esq.
Email: mfarrell@hinckleyallen.com

or to such other person or address as any party shall have specified by notice in writing to the other parties. If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by facsimile transmission or electronic transmission, such communication shall be deemed delivered the day of the transmission or, if the transmission is not made on a business day before 5:00 p.m. at the place of receipt, the first business day after transmission (and sender shall bear the burden of proof of delivery); if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal; and if sent by overnight courier, such communication shall be deemed delivered upon receipt.

5.5 *Delays or Omissions*. No delay or omission to exercise any right, power or remedy accruing to any party hereto under this Agreement upon the breach or default of any other party hereto under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of, or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of a party hereto

under this Agreement of any breach or default under this Agreement, or any waiver on the part of any party hereto of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing or as provided in this Agreement. All remedies, either under this Agreement or by law or otherwise afforded to a party hereto, shall be cumulative and not alternative.

5.6 *Expenses*. The Company and the Selling Shareholder shall each pay their own expenses, including any legal expenses, in connection with the transactions contemplated by this Agreement.

5.7 *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

5.8 *Severability*. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY:

ASTRONOVA, INC. , a Rhode Island corporation

By: /s/ Gregory A. Woods
Name: Gregory A. Woods
Title: President and Chief Executive Officer

SELLING SHAREHOLDER:

Albert W. Ondis Declaration of Trust dated December 4, 2003, as amended

By: /s/ Albert W. Ondis III
Name: Albert W. Ondis III
Title: Trustee

Exhibit 10.2

CONSENT UNDER CREDIT AGREEMENT

THIS CONSENT UNDER CREDIT AGREEMENT (this " Consent ") is made as of May 1, 2017, by and among (i) **ASTRONOVA, INC.** , a Rhode Island corporation (the " U.S. Borrower or the " Company ") and **ANI APS,** a Danish private limited liability company (the " Danish Borrower ") (collectively, the " Borrowers "), (ii) **BANK OF AMERICA, N.A.** , as the Lender, and (iii) the Guarantors party thereto from time to time (the " Guarantors ").

WHEREAS, the Borrowers, the Lender and the Guarantors are parties to that certain Credit Agreement dated as of February 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the " Credit Agreement "); and

WHEREAS, the Company has received a request from the Trustee of the Albert W. Ondis Declaration of Trust for the Company to repurchase Equity Interests in the Company held by the Albert W. Ondis Declaration of Trust consisting of 826,305 shares of common voting stock of the Company for a purchase price of $13.60 per share, and the Company believes it is in the best interests of the Company and its Subsidiaries to consummate such repurchase and desires to do so on or prior to May 3, 2017 (such share repurchase, upon such terms, conditions and timing, being referred to herein as the " Ondis Share Repurchase "); and

WHEREAS, under Section 7.06(f) of the Credit Agreement, the Company may repurchase Qualified Equity Interests of the Company, provided, among other things, it is in Pro Forma Compliance with the financial covenants set forth in Section 7.11 and provided the aggregate amount of all such repurchases in any fiscal year does not exceed $5,000,000. The Borrowers are requesting that the Lender consent to an increase in such aggregate amount to $12,000,000 for the fiscal year ending January 31, 2018 solely in order to accomplish the Ondis Share Repurchase.

WHEREAS, under the definition of Consolidated Fixed Charge Coverage Ratio, Restricted Payments paid in cash during the relevant Measurement Period are deducted from Consolidated EBITDA in the numerator. The Borrowers are requesting that the aggregate amount up to a maximum of $12,000,000 paid by the Company for the Ondis Share Repurchase be excluded from such Restricted Payment deduction in any Measurement Period that includes the fiscal quarter ending July 29, 2017, but only through and including the Measurement Period ending January 31, 2018, so that such aggregate amount will not reduce Consolidated EBITDA in the numerator of Consolidated Fixed Charge Coverage Ratio with respect to such Measurement Periods; and

WHEREAS, the Borrowers have requested that the Lender consent to such increase in the share repurchase basket to accomplish the Ondis Share Repurchase and to the foregoing treatment of the repurchase payment in the Consolidated Fixed Charge Coverage Ratio, subject to the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for value received and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms** . Except as otherwise defined herein, all capitalized terms used in this Consent shall have the identical meanings given to such terms in the Credit Agreement.

2. **Consent** . Subject to the satisfaction of the conditions precedent set forth in Section 4 below and in reliance on the representations and warranties set forth in Section 3 below, the Lender hereby agrees as follows:

(a) Solely for purposes of the Ondis Share Repurchase, the aggregate amount for Qualified Equity Interest repurchases under Section 7.06(f) of the Credit Agreement to be paid in the fiscal year ending January 31, 2018 is increased from $5,000,000 to $12,000,000; provided such Ondis Share Repurchase is made pursuant to the terms, conditions and timing described herein and all other conditions set forth in Section 7.06(f) with respect to such Qualified Equity Interest repurchase (including without limitation Pro Forma Compliance with financial covenants set forth in Section 7.11 and no Default before and after giving effect thereto). The Borrowers agree that no other Qualified Equity Interest purchases shall be allowed under Section 7.06(f) in such fiscal year, if the Ondis Share Repurchase is consummated.

(b) For purposes of calculation of the Consolidated Fixed Charge Coverage Ratio, the aggregate amount paid in cash for the Ondis Share Repurchase on or prior to May 3, 2017 shall not be included in the amount of Restricted Payments deducted from Consolidated EBITDA in the numerator of the Consolidated Fixed Charge Coverage Ratio with respect to any Measurement Period that includes the fiscal quarter ending July 29, 2017, but only through and including the Measurement Period ending January 31, 2018.

This is a limited consent, which shall be effective only with respect to the specific facts set forth above. This limited consent shall not be deemed to constitute a consent or waiver of any other term, provision or condition of the Credit Agreement or to prejudice any right or remedy that the Lender may now have or may have in the future under or in connection with any of the Loan Documents.

3. **Representations and Warranties** . Each of the Loan Parties hereby represents, warrants and confirms that:

(a) Representations and Warranties in the Credit Agreement . The representations and warranties of the Borrowers and the other Loan Parties contained in Article IV of the Credit Agreement are true and correct in all material respects on and as of the Effective Date as if made on such date (except to the extent that such representations and warranties expressly relate to an earlier date, in which case, such representations were true and correct in all material respects as of such date; provided if any such representation and warranty is qualified by "materiality" or "Material Adverse Effect", in which case, it shall be true and correct in all respects subject to the materiality qualifications contained therein).

(b) Defaults . Immediately before and after giving effect to the consent set forth in Section 2 hereof, no Default exists.

(c) Authorization . The execution, delivery and performance by each Loan Party of this Consent and the consummation of the transactions contemplated hereby (i) have been duly authorized by all necessary action on the part of each Loan Party; (ii) do not violate, conflict with or cause a default under any applicable law or regulation, any term or provision of the organizational documents of any Loan Party or any term or provision of any material agreement binding on any Loan Party or any of its assets, and (iii) do not require any consent, waiver or approval of or by any Person which has not been obtained.

4. **Conditions to Effectiveness** . The effectiveness of this Consent (the " Effective Date ") shall be conditioned upon the satisfaction of the following conditions precedent:

(a) The Lender shall have received from each party hereto a counterpart of this Consent duly executed on behalf of such party.

(b) The Lender shall have received such other documents, certificates, information and consents as the Lender shall reasonably request in connection herewith.

5. **Ratification and Confirmation** . The Loan Parties hereby ratify and confirm all of the terms and provisions of the Credit Agreement and the other Loan Documents and agree that, except as expressly consented to herein, all of such terms and provisions remain in full force and effect. Without limiting the generality of the foregoing, (a) the Loan Parties hereby ratify and confirm the grant by the Loan Parties of the liens and security interests in the Collateral in favor of the Secured Parties, pursuant to the Credit Agreement and the other Loan Documents and (b) the Guarantors hereby consent and agree to the terms of this Consent and ratify and confirm their respective obligations under the guaranties by the Guarantors set forth in Article IX of the Credit Agreement, which guaranties shall remain in full force and effect and be unaffected hereby.

6. **Miscellaneous** .

(a) This Consent 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. Delivery of an executed signature page of this Consent by facsimile or electronic transmission shall be effective as an in-hand delivery of an original executed counterpart hereof.

(b) This Consent shall be governed by and construed in accordance with the laws of the State of New York, but giving effect to federal laws applicable to national banks, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) The Loan Parties agree to pay, in accordance with Section 10.04 of the Credit Agreement, reasonable out-of-pocket expenses, including reasonable legal fees and disbursements incurred by the Lender in connection with this Consent and the transactions contemplated hereby.

Signatures on following pages

IN WITNESS WHEREOF, the undersigned parties have caused this Consent under Credit Agreement to be executed under seal by their respective duly authorized officers as of the date first above written.

BORROWERS AND GUARANTORS :

ASTRONOVA, INC.

By: /s/ John P. Jordan
Name: John P. Jordan
Title: Vice President, Chief Financial Officer and Treasurer

ANI APS

By: /s/ Gregory A. Woods
Name: Gregory A. Woods
Title: Chief Executive Officer and Chairman of the Board

TROJANLABEL APS

By: /s/ Gregory A. Woods
Name: Gregory A. Woods
Title: Chairman of the Board

(signatures continued on next page)

LENDER :

BANK OF AMERICA, N.A.

By: /s/ Michael M. Dwyer
Name: Michael M. Dwyer
Title: Senior Vice President

[Signature Page to Consent under Credit Agreement]

Exhibit 99.1

AstroNova Announces Repurchase of Common Stock

WEST WARWICK, R.I. – May 3, 2017 – AstroNova, Inc. (NASDAQ: ALOT), a global leader in data visualization technologies, today announced that it has repurchased 826,305 shares of its common stock from the Albert W. Ondis Declaration of Trust (the "Trust") for $11.2 million, or $13.60 per share. The repurchased shares constituted approximately 12.7% of the outstanding shares of AstroNova's common stock. The transaction was executed on May 1, 2017 and was funded May 2, 2017 using existing cash on hand. Following the repurchase, the Trust owns 36,000 shares of the Company's common stock, or approximately 0.5% of the total number of outstanding shares of common stock.

"The purchase of these shares reflects our confidence in AstroNova's future and in our ability to continue generating strong cash flow," said President and CEO Greg Woods. "Given the market opportunity for our Product Identification and Test & Measurement products, we believe this share repurchase is an excellent use of capital that delivers tangible value to shareholders while allowing sufficient liquidity to execute on our long-term growth strategy."

April L. Ondis, who serves on the Company's Board of Directors, is a beneficiary of the Albert W. Ondis Declaration of Trust, and Ms. Ondis's brother, Albert W. Ondis, III, serves as trustee of the Trust. Prior to entering into the transaction, AstroNova's Board of Directors obtained an opinion from an independent investment banking firm as to the fairness, from a financial point of view, to AstroNova's public shareholders other than the Trust, of the consideration paid by the Company in the transaction.

About AstroNova

AstroNova, Inc. (NASDAQ: ALOT), a global leader in data visualization technologies, designs, manufactures, distributes and services a broad range of products that acquire, store, analyze and present data in multiple formats. The Product Identification segment offers a variety of hardware and software products and associated supplies that allow customers to mark, track and enhance the appearance of their products. The segment's two business units are QuickLabel®, the industry leader in tabletop digital color label printing and TrojanLabel™, a leader in the light-production color label press and

specialty printer markets. The Test and Measurement segment includes the Test & Measurement business unit, which offers a suite of products and services that acquire, record and analyze electronic signal data from local and networked sensors. The segment also includes the Aerospace business unit, which makes printers, networking hardware and related accessories. These products are used in the aircraft flight deck to print flight plans, navigation information, and performance data and in the aircraft cabin to print maintenance data, receipts and passenger manifests. AstroNova is a member of the Russell Microcap® Index and the LD Micro Index (INDEXNYSEGIS: LDMICRO). Additional information is available by visiting www.astronovainc.com.

Additional Information and Where to Find It

This communication may be deemed to be solicitation material in respect of AstroNova's 2017 Annual Meeting of Shareholders to be held on May 17, 2017. AstroNova has filed a definitive proxy statement and other materials relevant to the annual meeting with the United States Securities and Exchange Commission (the "SEC"). Shareholders of AstroNova are urged to read all relevant documents filed with the SEC, including the definitive proxy statement, because they contain important information about the matters to be voted upon at the annual meeting. Shareholders are able to obtain the proxy statement, any amendments or supplements to the proxy statement and other documents (once available) free of charge at the SEC's website at www.sec.gov, or free of charge from AstroNova by sending a written request to AstroNova, Inc., attention Investor Relations Department, 600 East Greenwich Avenue, West Warwick, Rhode Island 02893, or by calling the Company's investor relations department at 617-542-5300.

Participants in the Solicitation

AstroNova and its directors, executive officers and other members of management and employees, under SEC rules, may be deemed to be "participants" in the solicitation of proxies from shareholders of AstroNova in connection with the annual meeting. Information about AstroNova's directors and executive officers is set forth in AstroNova's Annual Report on Form 10-K for the fiscal year ended January 31, 2017, which was filed with the SEC on April 7, 2017, and its definitive proxy statement relating to the 2017 annual meeting of shareholders, which was filed with the SEC on April 13, 2017.

600 East Greenwich Ave., West Warwick, RI 02893
o: +1.401.828.4000

Forward-Looking Statements

Information included in this news release may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are not statements of historical fact, but rather reflect our current expectations concerning future events and results. These statements may include the use of the words “believes,” “expects,” “intends,” “plans,” “anticipates,” “likely,” “continues,” “may,” “will,” and similar expressions to identify forward-looking statements. Such forward-looking statements, including those concerning growth through acquisitions, involve risks, uncertainties and other factors, some of which are beyond our control, which may cause our actual results, performance or achievements to be materially different from those expressed or implied by such forward-looking statements. These risks, uncertainties, and factors include, but are not limited to, those factors set forth in the Company’s Annual Report on Form 10-K for the fiscal year ended January 31, 2017 and subsequent filings AstroNova makes with the Securities and Exchange Commission. The Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. The reader is cautioned not to unduly rely on such forward-looking statements when evaluating the information presented in this news release.

Contact:
Scott Solomon
Senior Vice President
Sharon Merrill Associates, Inc.
Tel: (617) 320-8282
ALOT@investorrelations.com