

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 1)

AstroNova, Inc.

(Name of Issuer)

Common Stock \$0.05 par value per share

(Title of Class of Securities)

04638F10

(CUSIP Number)

**Margaret D. Farrell, Esquire
Hinckley, Allen & Snyder LLP
50 Kennedy Plaza, Suite 1500
Providence, Rhode Island 02903
(401) 274-2000**

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

May 1, 2017

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. []

Note : Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

i.

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Albert W. Ondis Declaration of Trust	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/> Not Applicable	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 36,000
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 36,000
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 36,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.478% (Based on 7,525,046 shares outstanding as of March 24, 2017 as reported on the Issuer's Form 10-K for the fiscal year ended January 31, 2017)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Albert W. Ondis III	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/> Not Applicable	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 168,530*
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 168,530*
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 168,530	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.239% (Based on 7,525,046 shares outstanding as of March 24, 2017 as reported on the Issuer's Form 10-K for the fiscal year ended January 31, 2017)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

*Includes 36,000 shares held by the Albert W. Ondis Declaration of Trust of which the reporting person is the sole trustee and 1,658 shares held in trust for a child of the reporting person for which the reporting person is trustee.

This Amendment No. 1 to Schedule 13D ("Amendment No. 1") relates to the Schedule 13D filed on April 18, 2016 (the "Original Schedule 13D") by (i) Albert W. Ondis Declaration of Trust, and (ii) Albert W. Ondis III, a citizen of the United States of America.

On May 1, 2017, the Issuer entered into a Stock Repurchase Agreement (the "Repurchase Agreement") with the trust established by the Albert W. Ondis Declaration of Trust dated December 4, 2003, as amended (the "Trust") to repurchase 826,305 of the Issuer's common stock (the "Shares") at a per share price of \$13.60, for an aggregate purchase price of \$11,237,748. The transaction was consummated on May 2, 2017. This Amendment No. 1 is being filed pursuant to Rule 13d-2(a) to reflect the material change in the Trust's ownership of the Issuer's common stock resulting from the sale of the Shares to the Issuer pursuant to the Repurchase Agreement.

For point of clarification, the Original Schedule 13D contained a scrivener's error and incorrectly stated the amount of shares owned by the Trust as 826,305, instead of 862,305.

Capitalized terms used but not defined in this amendment shall have the meanings set forth in the Original Schedule 13D.

Except as specifically amended by this Amendment No. 1, the Original Schedule 13D is unchanged.

Item 4. Purpose of Transaction

Item 4 is hereby amended and restated with the following:

This Amended Schedule 13D is being filed in connection with the sale of 826,305 shares of the Issuer's common stock from the Trust to the Issuer pursuant to the Repurchase Agreement.

The Trust, of which Albert W. Ondis, III is trustee, beneficially owns 0.48% of the outstanding securities of the Issuer. Other than as may be described herein, the reporting persons have no plans, in their capacity as an individual investor, which relate to or would result in: (a) the acquisition by any person of additional securities of the Issuer, or the disposition of the securities of the Issuer; (b) an extraordinary corporate transaction, such as a merger, reorganization, or liquidation, involving the Issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (d) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board; (e) any material change in the present capitalization or dividend policy of the Issuer; (f) any other material change in the Issuer's business or corporate structure; (g) changes in the Issuer's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (h) causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or (j) any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer

Item 5 is hereby amended and restated with the following:

(a) As of the date of the execution of this statement:

(i) The aggregate number of securities identified pursuant to Item 1 which are deemed beneficially owned by the Trust is 36,000, representing 0.48% of the 7,525,046 shares of the Issuer's common stock outstanding on March 24, 2017.

(ii) The aggregate number of securities identified pursuant to Item 1 which are deemed beneficially owned by Albert W. Ondis III is 168,530, representing 2.239% of the 7,525,046 shares of the Issuer's common stock outstanding on March 24, 2017.

(b) As of the date of the execution of this statement:

(i) The number of shares as to which the Trust has sole power to vote or to direct the vote is 36,000; the number of shares as to which the Trust has shared power to vote or to direct the vote is 0; the number of shares as to which the Trust has sole power to dispose or to direct the disposition is 36,000; the number of shares as to which the Trust has shared power to dispose or to direct the disposition is 0.

(ii) The number of shares as to which Albert W. Ondis III has sole power to vote or to direct the vote is 168,530; the number of shares as to which Albert W. Ondis III has shared power to vote or to direct the vote is 0; the number of shares as to which Albert W. Ondis III has sole power to dispose or to direct the disposition is 168,530; the number of shares as to which Albert W. Ondis III has shared power to dispose or to direct the disposition is 0.

- (c) On May 1, 2017, the Issuer entered into the Repurchase Agreement with the Trust to repurchase 826,305 of the Issuer's common stock at a per share price of \$13.60, for an aggregate purchase price of \$11,237,748. The transaction was consummated on May 2, 2017. Except as set forth in the previous sentences, none of the reporting persons have engaged in any transactions in common stock of the issuer during the past 60 days.
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- (d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, such securities;
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- (e) As a result of the sale described above, on May 2, 2017, the reporting persons ceased to be the beneficial owners of more than 5% of the Issuer's common stock.
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Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby amended to include the following additional paragraph:

On May 1, 2017, the Issuer entered into the Repurchase Agreement with the Trust to repurchase 826,305 of the Issuer's common stock at a per share price of \$13.60, for an aggregate purchase price of \$11,237,748.

Item 7. Material to Be Filed as Exhibits

Item 7 is hereby amended to include the following Exhibit 2:

Exhibit 2: Repurchase Agreement

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: May 4, 2017

**ALBERT W. ONDIS DECLARATION
OF TRUST**

/s/ Albert W. Ondis III

Albert W. Ondis III, Trustee

/s/ Albert W. Ondis III

Albert W. Ondis III

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

/s/ Gregory A. Woods

By: _____

Name: Gregory A. Woods

Title: President and Chief Executive Officer

SELLING SHAREHOLDER:

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

/s/ Albert W. Ondis III

By: _____

Name: Albert W. Ondis III

Title: Trustee