

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)

June 17, 2005

ASTRO-MED, INC
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

COMMISSION FILE NUMBER 0-13200

RHODE ISLAND
(STATE OR OTHER JURISDICTION OF
INCORPORATION OR ORGANIZATION)

05-0318215
(IRS EMPLOYER IDENTIFICATION
NUMBER)

600 EAST GREENWICH AVENUE, WEST WARWICK, RI 02893
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES, INCLUDING ZIP CODE)

(401-828-4000)
(REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE)

ITEM 1.01. ENTRY INTO MATERIAL DEFINITIVE AGREEMENT.

On June 17, 2005, Astro-Med, Inc. (the "Company") entered into an agreement with Hanover R.S. Limited Partnership, a Texas limited partnership (the "Purchaser") with a principal business address of 5847 San Felipe, Suite 3600, Houston, Texas, for the sale of approximately 24.692 acres of land located in Braintree, Massachusetts owned by the Company (the "Property") for the purchase price of \$6,100,000 to be paid in cash at the closing. The sale of the Property is subject to a 90 day feasibility period ending on September 17, 2005, during which time the Purchaser may inspect the Property and terminate the sale due to any adverse conditions discovered on the Property. Following the feasibility

period, the Purchaser shall have 16 months to obtain final zoning and site plan approval from all state and local governmental entities for use of the Property as a multi-family residential rental property, subject to two 30 day extensions exercisable at the option of the Purchaser upon payment to the Company of \$25,000 per extension.

Upon execution of the agreement, \$250,000 of earnest money was placed in escrow pending completion of the sale and an additional \$250,000 is to be placed in escrow at the expiration of the feasibility period. Following the feasibility period, all such earnest money is forfeited by the Purchaser in the event that the sale is not completed due to a breach by the Purchaser. In the event of a termination of the agreement by the Purchaser during the feasibility period, all earnest money is to be returned to the Purchaser, less \$5,000.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

Exhibit No. Exhibit

None.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on their behalf by the undersigned thereunto duly authorized.

DATE: June 20, 2005

ASTRO-MED, INC.

By: /s/Joseph P. O'Connell

Joseph P. O'Connell
Vice President, Treasurer and
Chief Financial Officer