
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 22, 2011

CRYOPORT, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

001-34632

(Commission File Number)

88-0313393

(IRS Employer Identification No.)

**20382 Barents Sea Circle,
Lake Forest, California**

(Address of principal executive offices)

92630

(Zip Code)

Registrant's telephone number, including area code: **(949) 470-2300**

Not Applicable

(Former name or former address, if changed since last report.)

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 5.02 Departure Of Directors Or Principal Officers; Election Of Directors; Appointment Of Principal Officers.

On September 22, 2011, at the 2011 Annual Meeting of Stockholders (the “Annual Meeting”) of CryoPort, Inc. (the “Company”), the Company’s stockholders adopted and approved the CryoPort, Inc. 2011 Stock Incentive Plan (the “2011 Incentive Plan”), which previously had been approved by the Compensation Committee of the Company’s Board of Directors on July 19, 2011, subject to stockholder approval. The 2011 Incentive Plan provides for the grant of incentive stock options, nonqualified stock options and stock grant awards (collectively, “Awards”) to employees, officers, non-employee directors and consultants of the Company. The Company’s Compensation Committee has the authority to determine the type of Award as well as the amount, terms and conditions of each Award under the 2011 Incentive Plan, subject to the limitations and other provisions of the 2011 Incentive Plan.

A total of 2,300,000 shares of the Company’s common stock are authorized for the granting of Awards under the 2011 Incentive Plan. The number of shares available for Awards, as well as the terms of outstanding Awards, is subject to adjustment as provided in the 2011 Incentive Plan for stock splits, stock dividends, recapitalizations and other similar events.

Awards may be granted under the 2011 Incentive Plan until September 21, 2021 or until all shares available for Awards under the 2011 Incentive Plan have been purchased or acquired unless the stockholders of the Company vote to approve an extension of the 2011 Incentive Plan prior to such expiration date.

This summary of the 2011 Incentive Plan is qualified in its entirety by reference to the full text of the 2011 Incentive Plan, a copy of which is attached as Exhibit B to the Company’s Definitive Proxy for its 2011 Annual Stockholders Meeting filed with the Securities and Exchange Commission on August 15, 2011 and incorporated herein by this reference. In addition, a more detailed summary of the 2011 Incentive Plan can be found in such Definitive Proxy Statement, which is incorporated herein by this reference. Copies of the form of Incentive Stock Option Award Agreement and form of Non-Qualified Stock Award Agreement under the 2011 Incentive Plan are attached hereto as Exhibits 10.37 and 10.38, respectively, and incorporated herein by this reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.37	Form of Incentive Stock Option Award Agreement under the CryoPort, Inc. 2011 Stock Incentive Plan
10.38	Form of Non-Qualified Stock Option Award Agreement under the CryoPort, Inc. 2011 Stock Incentive Plan

SIGNATURES

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.

CRYOPORT, INC.

Date: September 27, 2011

By: /s/ Larry G. Stambaugh
Larry G. Stambaugh
Chief Executive Officer and Chairman

Exhibit Index

Exhibit No.	Description
10.37	Form of Incentive Stock Option Award Agreement under the CryoPort, Inc. 2011 Stock Incentive Plan
10.38	Form of Non-Qualified Stock Option Award Agreement under the CryoPort, Inc. 2011 Stock Incentive Plan

**INCENTIVE STOCK OPTION AWARD AGREEMENT
UNDER THE
CRYOPORT, INC.
2011 STOCK INCENTIVE PLAN**

This Incentive Stock Option Award Agreement (“Agreement”) is between CryoPort, Inc. (“Company”) and _____ (the “Optionee”), and is effective as of the ____ day of _____, 20 ____ (“Grant Date”).

RECITALS

A. The Board of Directors of the Company (“Board”) has adopted the Plan to promote the interests and long-term success of the Company and its shareholders by providing an incentive to attract, retain and reward persons performing services for the Company and by motivating such person to contribute to the continued growth and profitability of the Company.

B. The Compensation Committee (or any such committee designated by the Board) has approved the granting of Incentive Stock Options to the Optionee pursuant to Article 6 of the Plan.

C. To the extent not specifically defined in this Agreement, all capitalized terms used in this Agreement shall have the meaning set forth in the Plan.

AGREEMENT

In consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Optionee agree as follows:

1. Grant of Option. Subject to the terms of this Agreement and Article 6 of the Plan, the Company grants to the Optionee the right and option to purchase from the Company all or any part of an aggregate of _____ shares of Stock (“Option”). The delivery of any document evidencing the Option is subject to the provisions of Section 6.1(d) of the Plan. The Option granted under this Agreement is intended to be an “incentive stock option” (“ISO”) under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”).

2. Purchase Price. The purchase price under this Agreement is \$_____ per share of Stock, as determined by the Committee, which shall **not** be less than the Fair Market Value of a share of Stock on the Grant Date.

3. Vesting of Option. The Option shall vest and be exercisable according to the following schedule:

[INSERT VESTING SCHEDULE HERE]

4. Exercise of Option. This Option may be exercised, to the extent vested (under Section 3 above), in whole or in part at anytime before the Option expires by delivery of a written notice of exercise (pursuant to Section 5 below) and payment of the purchase price. The purchase price may be paid in cash or such other method permitted by the Committee under Section 6.1(c) of the Plan and communicated to the Optionee before the date the Optionee exercises the Option.

5. Method of Exercising Option. Subject to the terms of this Agreement, the Option may be exercised by timely delivery to the Company of written notice, which notice shall be effective on the date received by the Company. The notice shall state the Optionee's election to exercise the Option and the number of underlying shares in respect of which an election to exercise has been made. Such notice shall be signed by the Optionee, or if the Option is exercised by a person or persons other than the Optionee because of the Optionee's death, such notice must be signed by such other person or persons and shall be accompanied by proof acceptable to the Company of the legal right of such person or persons to exercise the Option.

6. Term of Option. The Option granted under this Agreement expires, unless sooner terminated, ten (10) years from the Grant Date, through and including the normal close of business of the Company on the tenth (10th) anniversary of the Grant Date ("Expiration Date").

7. Termination of Employment.

(a) If the Optionee Terminates Employment for any reason other than death or Disability, the Optionee may at any time within the 90-day period after the date of his or her Termination of Employment exercise the Option to the extent that the Optionee was entitled to exercise the Option at the date of termination, provided that in no event shall the Option be exercisable after the Expiration Date.

(b) If the Optionee Terminates Employment by reason of his death or Disability the Option will lapse on the earlier of (i) the Option's expiration date, or (ii) one year after the date the Participant Terminates Employment on account of Disability or death.

8. Nontransferability. The Incentive Stock Options granted by this Agreement shall not be transferable by the Optionee or any other person claiming through the Optionee, either voluntarily or involuntarily, except by will or the laws of descent and distribution or as otherwise provided by the Plan's Committee (See Article 13 of the Plan).

9. Continuation of Employment. This Agreement shall not be construed to confer upon the Optionee any right to continue employment with the Company and shall not limit the right of the Company, in its sole and absolute discretion, to terminate Optionee's employment at any time.

10. Administration. This Agreement shall at all times be subject to the terms and conditions of the Plan and the Plan shall in all respects be administered by the Committee in accordance with the terms of and as provided in the Plan. The Committee shall have the sole and complete discretion with respect to all matters reserved to it by the Plan and decisions of the majority of the Committee with respect thereto and to this Agreement shall be final and binding upon the Optionee and the Company. In the event of any conflict between the terms and conditions of this Agreement and the Plan, the provisions of the Plan shall control.

11. Waiver and Modification. The provisions of this Agreement may not be waived or modified unless such waiver or modification is in writing and signed by a representative of the Committee.

12. Adjustments. The number of shares of Stock issued to Optionee pursuant to this Agreement shall be adjusted by the Committee pursuant to Section 5.3 of the Plan, in its discretion, in the event of a change in the Company's capital structure.

13. Securities Act. The Company shall not be required to deliver any shares of Stock pursuant to the vesting of Options if, in the opinion of counsel for the Company, such issuance would violate the Securities Act of 1933 or any other applicable federal or state securities laws or regulations.

14. Voting and Other Shareholder Related Rights. The Optionee will have no voting rights or any other rights as a shareholder of the Company with respect to any Incentive Stock Options until exercised by the Optionee.

15. Copy of Plan. By the execution of this Agreement, the Optionee acknowledges receipt of a copy of the Plan.

16. Governing Law. This Agreement shall be interpreted and administered under the laws of the State of Nevada.

17. Amendments. This Agreement may be amended only by a written agreement executed by the Company and the Optionee.

18. Tax upon Disposition of Shares Subject to § 422 Restrictions. In the event that a Participant shall dispose (whether by sale, exchange, gift, the use of a qualified domestic relations order (as defined by the Code or Title I of ERISA) in favor of a Spouse, or the rules thereunder, or any like transfer) of any shares of Stock of the Company that are deemed to have been purchased by the Participant pursuant to an incentive stock option and that the Participant acquired within two (2) years of the Grant Date of the related Option or within one (1) year after the acquisition of such shares of Stock, the Participant will notify the secretary of the Company of such disposition no later than fifteen (15) days following the date of the disposition. Such notification shall include the date or dates of the disposition, the number of shares of Stock of which the Participant disposed, and the consideration received, if any, for such shares of Stock. If the Company so requests, the Participant shall forward to the secretary of the Company any amount requested by the Company for the purpose of satisfying its liability, if any, to withhold federal, state or local income or earnings tax or any other applicable tax or assessment (plus interest or penalties thereon, if any, caused by delay in making such payment) incurred by reason of such disposition.

MANY OF THE PROVISION OF THIS AWARD AGREEMENT ARE SUMMARIES OF SIMILAR PERTINENT PROVISIONS OF THE PLAN. TO THE EXTENT THAT THIS AGREEMENT IS SILENT ON AN ISSUE OR THERE IS A CONFLICT BETWEEN THE PLAN AND THIS AGREEMENT, THE PLAN PROVISIONS SHALL CONTROL.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative and Optionee has signed this Agreement, and this Agreement shall be effective as of the day and year first written above.

CryoPort, Inc.

By: _____

Name: _____

Title: _____

Optionee

Date

**NON-QUALIFIED STOCK OPTION AWARD AGREEMENT
UNDER THE
CRYOPORT, INC.
2011 STOCK INCENTIVE PLAN**

This Non-Qualified Stock Option Award Agreement (“Agreement”) is between CryoPort, Inc. (“Company”) and _____ (the “Optionee”), and is effective as of the ____ day of _____, 20 ____ (“Grant Date”).

RECITALS

A. The Board of Directors of the Company (“Board”) has adopted the Plan to promote the interests and long-term success of the Company and its shareholders by providing an incentive to attract, retain and reward persons performing services for the Company and by motivating such person to contribute to the continued growth and profitability of the Company.

B. The Compensation Committee (or any such committee designated by the Board) has approved the granting of Non-Qualified Stock Options to the Optionee pursuant to Article 6 of the Plan.

C. To the extent not specifically defined in this Agreement, all capitalized terms used in this Agreement shall have the meaning set forth in the Plan.

AGREEMENT

In consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Optionee agree as follows:

1. Grant of Option. Subject to the terms of this Agreement and Article 6 of the Plan, the Company grants to the Optionee the right and option to purchase from the Company all or any part of an aggregate of ____ shares of Stock (“Option”). The delivery of any document evidencing the Option is subject to the provisions of Section 6.1(d) of the Plan. The Option granted under this Agreement **is not** intended to be an “Incentive Stock Option” under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”).

2. Purchase Price. The purchase price under this Agreement is \$ _____ per share of Stock, as determined by the Committee, which shall **not** be less than the Fair Market Value of a share of Stock on the Grant Date.

3. Vesting of Option. The Option shall vest and be exercisable according to the following schedule:

[INSERT VESTING SCHEDULE HERE]

Notwithstanding any other provision in this Agreement to the contrary, all Options shall become fully vested and exercisable and all restrictions on outstanding Options shall lapse upon a Change in Control.

4. Exercise of Option. This Option may be exercised, to the extent vested (under Section 3 above), in whole or in part at anytime before the Option expires by delivery of a written notice of exercise (under Section 5 below) and payment of the purchase price. The purchase price may be paid in cash or such other method permitted by the Committee under Section 6.1(c) of the Plan and communicated to the Optionee before the date the Optionee exercises the Option.

5. Method of Exercising Option. Subject to the terms of this Agreement, the Option may be exercised by timely delivery to the Company of written notice, which notice shall be effective on the date received by the Company. The notice shall state the Optionee's election to exercise the Option and the number of underlying shares in respect of which an election to exercise has been made. Such notice shall be signed by the Optionee, or if the Option is exercised by a person or persons other than the Optionee because of the Optionee's death, such notice must be signed by such other person or persons and shall be accompanied by proof acceptable to the Company of the legal right of such person or persons to exercise the Option.

6. Term of Option. The Option granted under this Agreement expires, unless sooner terminated, ten (10) years from the Grant Date, through and including the normal close of business of the Company on the tenth (10th) anniversary of the Grant Date ("Expiration Date").

7. Termination of Employment.

(a) If the Optionee Terminates Employment for any reason other than death or Disability, the Optionee may at any time within the 90-day period after the date of his or her Termination of Employment exercise the Option to the extent that the Optionee was entitled to exercise the Option at the date of termination, provided that in no event shall the Option be exercisable after the Expiration Date.

(b) If the Optionee Terminates Employment by reason of his death or Disability the Option will lapse on the earlier of (i) the Option's expiration date, or (ii) one year after the date the Participant Terminates Employment on account of Disability or death. The Option may be exercised following the death or Disability of Optionee only if the Option was exercisable by Optionee immediately prior to his/her death or Disability. In no event shall the Option be exercisable after the Expiration Date.

8. Tax Withholding. Unless otherwise provided by the Committee prior to the vesting of Options, the Optionee shall satisfy any federal, state, local or foreign employment or income taxes due upon the vesting of Options (or otherwise) by having the Company withhold from those shares of Stock that the Optionee would otherwise be entitled to receive, a number of shares having a Fair Market Value equal to the minimum statutory amount necessary to satisfy the Company's applicable federal, state, local and foreign income and employment tax withholding obligations. Any such withholding shall be subject to the provisions of applicable law and to any conditions the Committee may determine to be necessary to comply with Rule 16b-3 or its successors under the Exchange Act. In lieu of, and subject to, the above, the Committee may also permit the Optionee to satisfy any federal, state, local, or foreign employment or income taxes due upon the vesting of Options (or otherwise) by (i) personal check or other cash equivalent acceptable to the Company, (ii) permitting the Optionee to execute a same day sale of Stock pursuant to procedures approved by the Company, or (iii) such other method as approved by the Committee, all in accordance with applicable Company policies and procedures and applicable law.

9. Nontransferability. The Options granted by this Agreement shall not be transferable by the Optionee or any other person claiming through the Optionee, either voluntarily or involuntarily, except by will or the laws of descent and distribution or as otherwise provided by the Plan's Committee (See Article 13 of the Plan).

10. Continuation of Employment. This Agreement shall not be construed to confer upon the Optionee any right to continue employment with the Company and shall not limit the right of the Company, in its sole and absolute discretion, to terminate Optionee's employment at any time.

11. Nonstatutory Stock Option. The Options granted hereunder are nonstatutory (non-qualified) stock options, and are not "incentive stock options" pursuant to the Code.

12. Administration. This Agreement shall at all times be subject to the terms and conditions of the Plan and the Plan shall in all respects be administered by the Committee in accordance with the terms of and as provided in the Plan. The Committee shall have the sole and complete discretion with respect to all matters reserved to it by the Plan and decisions of the majority of the Committee with respect thereto and to this Agreement shall be final and binding upon the Optionee and the Company. In the event of any conflict between the terms and conditions of this Agreement and the Plan, the provisions of the Plan shall control.

13. Waiver and Modification. The provisions of this Agreement may not be waived or modified unless such waiver or modification is in writing and signed by a representative of the Committee.

14. Adjustments. The number of shares of Stock issued to Optionee pursuant to this Agreement shall be adjusted by the Committee pursuant to Section 5.3 of the Plan, in its discretion, in the event of a change in the Company's capital structure.

15. Securities Act. The Company shall not be required to deliver any shares of Stock pursuant to the vesting of Options if, in the opinion of counsel for the Company, such issuance would violate the Securities Act of 1933 or any other applicable federal or state securities laws or regulations.

16. Voting and Other Shareholder Related Rights. The Optionee will have no voting rights or any other rights as a shareholder of the Company with respect to any Options until the Options are exercised by the Optionee.

17. Copy of Plan. By the execution of this Agreement, the Optionee acknowledges receipt of a copy of the Plan.

18. Governing Law. This Agreement shall be interpreted and administered under the laws of the State of Nevada.

19. Amendments. This Agreement may be amended only by a written agreement executed by the Company and the Optionee.

MANY OF THE PROVISION OF THIS AWARD AGREEMENT ARE SUMMARIES OF SIMILAR PERTINENT PROVISIONS OF THE PLAN. TO THE EXTENT THAT THIS AGREEMENT IS SILENT ON AN ISSUE OR THERE IS A CONFLICT BETWEEN THE PLAN AND THIS AGREEMENT, THE PLAN PROVISIONS SHALL CONTROL.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative and Optionee has signed this Agreement, and this Agreement shall be effective as of the day and year first written above.

CryoPort, Inc.

By: _____

Name: _____

Title: _____

Date

Optionee