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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

CRYOPORT, INC,

(Exact name of registrant as specified in its charter)

Nevada (State or other jurisdiction of incorporation or organization)	88-0313393 (I.R.S. Employer Identification No.)
20382 Barents Sea Circle, Lake Forest, California (Address of Principal Executive Offices)	92630 (Zip Code)

SERVICES AGREEMENT

(Full title of the plan)

Larry G. Stambaugh, Chief Executive Officer, 20382 Barents Sea Circle, Lake Forest, California 92630

(Name and address of agent for service)

(949) 470-2300

(Telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
 Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Copies to:
 Gary Curtis Cannon, Esq.
 Attorney at Law
 11497 Tree Hollow Lane
 San Diego, California 92128-5287
 Tel: (858) 391-9083
 Fax: (858) 391-9084

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be Registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, \$0.001 par value	64,000	\$ 0.51	\$ 32,640.00	\$ 2.00

Notes:

1. Issuable to Bradley Woods & Co. Ltd., SEPA Capital Corp., or Edward Fine pursuant to a Termination of Services Agreement, dated April 6, 2009.

Part I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The documents containing the information specified in Item 1 will be sent or given to the participants in the Plan as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). Such documents are not required to be and are not filed with the Securities and Exchange Commission (the "SEC") either as part of this Registration or as prospectuses or prospectus supplements pursuant to Rule 424. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

Item 2. Registrant Information and Employee Plan Annual Information.

Upon written or oral request, any of the documents incorporated by reference in Item 3 of Part II of this Registration Statement (which documents are incorporated by reference in this Section 10(a) Prospectus), other documents required to be delivered to eligible employees, non-employee directors and consultants, pursuant to Rule 428(b) are available without charge by contacting:

Larry G. Stambaugh
Chief Executive Officer
20382 Barents Sea Circle
Lake Forest, California 92630
(949) 470-2300

Part II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Registrant hereby incorporates by reference into this Registration Statement the documents listed below. In addition, all documents subsequently filed pursuant to Sections 13(b), 13(c), 14 and 15(d) of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining to be unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be part hereof from the date of filing such document.

- Reference is made to Registrant's Annual Report on Form 10-K for the year ended March 31, 2008, as filed with the SEC on June 30, 2008, which is hereby incorporated by reference.
- Reference is made to an amendment to Registrant's Annual Report on Form 10-K/A for the year ended March 31, 2008, as filed with the SEC on July 14, 2008, which is hereby incorporated by reference.
- Reference is made to Registrant's Quarterly Report on Form 10-Q for the three months ended June 30, 2008, as filed with the SEC on August 7, 2008, which is hereby incorporated by reference.
- Reference is made to Registrant's Current Report on Form 8-K, as filed with the SEC on September 3, 2008, which is hereby incorporated by reference.
- Reference is made to Registrant's Current Report on Form 8-K, as filed with the SEC on November 12, 2008, which is hereby incorporated by reference.
- Reference is made to Registrant's Quarterly Report on Form 10-Q for the three months ended September 30, 2008, as filed with the SEC on November 14, 2008, which is hereby incorporated by reference.
- Reference is made to Registrant's Current Report on Form 8-K, as filed with the SEC on January 8, 2009, which is hereby incorporated by reference.
- Reference is made to Registrant's Quarterly Report on Form 10-Q for the three months ended December 31, 2008, as filed with the SEC on February 17, 2009, which is hereby incorporated by reference.
- Reference is made to Registrant's Current Report on Form 8-K, as filed with the SEC on February 25, 2009, which is hereby incorporated by reference.
- Reference is made to Registrant's Current Report on Form 8-K, as filed with the SEC on February 26, 2009, which is hereby incorporated by reference.
- Reference is made to Registrant's Form S-8 Registration, as filed with the SEC on March 25, 2009, which is hereby incorporated by reference.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Under the Nevada General Corporation Law and the Registrant's Articles of Incorporation, as amended, the Registrant's directors will have no personal liability to the Registrant or its stockholders for monetary damages incurred as the result of the breach of alleged breach by a director of his "duty of care". This provision does not apply to the directors' (i) acts or omissions that involve intentional misconduct or a knowing and culpable violation of law, (ii) acts or omissions that a director believes to be contrary to the best interests of the corporation or its shareholders or that involve the absence of good faith on the part of the director, (iii) approval of any transaction from which a director derives an improper personal benefit, (iv) acts or omissions that show a reckless disregard for the director's duty to the corporation or its shareholders in circumstances in which the director was aware, or should have been aware, in the ordinary course of performing a director's duties, of a risk of serious injury to the corporation or its shareholders, (v) acts or omissions that constituted an unexcused pattern of inattention that amounts to an abdication of the director's duty to the corporation or its shareholders, or (vi) approval of an unlawful dividend, distribution, stock repurchase or redemption. This provision would generally absolve directors of personal liability for negligence in the performance of duties, including gross negligence.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

- 5.1 Opinion of Gary Curtis Cannon, Attorney at Law
- 10.1 Investment Banker Termination Agreement with Bradley Woods & Co. Ltd., SEPA Capital Corp. and Edward Fine.
- 23.1 Consent of Gary Curtis Cannon, Attorney at Law (included in Exhibit 5.1)
- 23.2 Consent of KMJ Corbin & Company LLP

Item 9. Undertakings.

- (1)
 - (a) File, during any period in which it offers or sells securities, a post-effective amendment to this Registration Statement to include any additional or changed material information on the plan of distribution.
 - (b) For determining liability under the Securities Act, treat each post-effective amendment to this Registration Statement of the securities offered, and the offering of the securities at the time to be the initial *bona fide* offering.
 - (c) File a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

(2) The undersigned Registrant hereby undertakes that, for the purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 14(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, subject to court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the 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 City of Lake Forest, State of California, on April 13, 2009.

CRYOPORT, INC.

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

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 date indicated.

Signature: /s/ Larry G. Stambaugh
Larry G. Stambaugh
Title: Chairman and Chief Executive Officer
Date: April 13, 2009

Signature: /s/ Dee S. Kelly
Dee S. Kelly
Title: Vice-President of Finance
Date: April 13, 2009

Signature: /s/ Gary C. Cannon
Gary C. Cannon
Title: Director and Secretary
Date: April 13, 2009

Signature: /s/ Peter Berry
Peter Berry
Title: Director
Date: April 13, 2009

Signature: /s/ Thomas Fischer
Thomas Fischer
Title: Director
Date: April 13, 2009

Signature: /s/ Adam Michelin
Adam Michelin
Title: Director
Date: April 13, 2009

GARY CURTIS CANNON
ATTORNEY AT LAW
11497 Tree Hollow Lane
San Diego, CA 92128-5287

Telephone (858) 391-9083 Facsimile (858) 391-9084
email: gcannon@GaryCurtisCannonAttorney.com

VIA ELECTRONIC TRANSMISSION

April 13, 2009

Securities and Exchange Commission
100 F Street N.E.
Washington, DC 20549

Re: CryoPort, Inc.

Ladies and Gentlemen:

I refer to the Registration Statement Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), filed by CryoPort, Inc., a Nevada corporation (the "Company"), with the Securities and Exchange on April 10, 2009.

I have examined the originals, photocopies, certified copies and or evidence of such records of the Company, certificates of officers of the Company and public officials, and other documents as I have deemed relevant and necessary as a basis for the opinion hereinafter expressed. In such examination, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as certified copies or photocopies and the authenticity of the originals of such latter documents.

Base on my examination mentioned above, I am of the opinion that the securities being registered to be sold pursuant to the Registration Statement is duly authorized and will be, when sold in the manner described in the Registration Statement, legally and validly issued, and fully paid and nonassessable.

I hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement.

Sincerely,

/s/ Gary C Cannon
Gary Curtis Cannon, Attorney at Law

INVESTMENT BANKER TERMINATION AGREEMENT

THIS INVESTMENT BANKER TERMINATION AGREEMENT (“Agreement”) is made as of this 6th day of April, 2009 by and among CryoPort, Inc. a Nevada corporation (“CryoPort”), and Bradley Woods & Co. Ltd. (“BW”), a Delaware corporation, SEPA Capital Corp. (“SC”), a New Jersey corporation, and Edward Fine (“Ed Fine”).

RECITAL

WHEREAS, CryoPort wishes to engage a new investment banker; and

WHEREAS, BW, SC and Ed Fine collectively are CryoPort’s current investment banker under Joseph Stevens & Company, Inc. Letter Agreement dated May 4, 2006 (“Letter Agreement”) which was assigned to National Securities Corporation on June 3, 2008, and again assigned to BW on January 13, 2009 (a copy of which is attached hereto as Attachment “A”); and

WHEREAS, the Parties wish to amicably terminate the current relationship between CryoPort and BW, SC & Ed Fine; and

WHEREAS, CryoPort wishes to engage SC as a consultant, and SC is willing to provide such consulting services; and

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and intending to be legally bound hereby, the undersigned parties hereby agree as follows:

AGREEMENT

1. BW shall be an Advisor with Rodman & Renshaw (“Rodman”) investment bankers, or such other Bankers that CryoPort may choose or use, on a transaction with Vision Capital Advisors (“Vision”) and any other parties that provide capital to CryoPort in any form under an investment banking agreement on a transaction initiated prior to May 6, 2010, except as provided below.
 2. Rodman or such other Bankers shall be the lead investment banker on these transactions.
 3. BW shall receive 1% commission on the transactions referenced in 1 above.
 4. CryoPort shall pay BW, SC or Ed Fine, as designated, a termination fee of \$25,000.00 in either cash or CryoPort registered common stock. If in CryoPort shares, such shares shall be in an amount sufficient when liquidated during the three week period following the share payment to yield at least net cash after payment of all brokerage commissions of \$25,000. That amount in shares shall be \$32,000 (64,000 shares) at a market price of \$0.51 per share. Should the liquidation of such shares not yield \$25,000 in cash, CryoPort shall issue sufficient additional registered shares to yield the \$25,000, when sold or make up the short fall with a cash payment. Within five (5) trading days of the signing of this Agreement by all parties, CryoPort shall file a Form S-8 Registration to register the 64,000 shares referenced above. BW shall be entitled to a 6% late fee and rescission of this Agreement for failure to file the Form S-8 Registration within the time period specified above subject to Section 9.3 below.
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5. CryoPort shall engage BW on a consulting basis, to manage CryoPort's relationship with its current institutional debt holders Enable Growth Partners LP, Enable Opportunity Partners LP, Pierce Diversified Strategy Master Fund LLC, ENA (collectively "Enable") and BridgePointe Master Fund Ltd. (a.k.a. "Roswell Capital Partners LLC"). Said consulting services shall be set forth in a separate agreement.
6. CryoPort agrees to pay BW on any future Enable or Roswell transaction, as contemplated by the tail in section 6(a) & (b) of the Letter Agreement, with the exception that the cash fee and warrant fee shall be at 7% instead of the 10% set forth in the Letter Agreement. BW shall be paid within two (2) business days of receipt of funds, BW shall be entitled to a one percent (1%) late fee and rescission of this Agreement for failure to make payment within the time period specified above. Further, for any capital raise under an investment banking agreement as set forth in Section 1 above, BW shall have the right to its full commission as if this Agreement had never been signed, subject to Section 9.3 below.
7. As further consideration for the termination of the Letter Agreement CryoPort agrees to re-price issued and unexercised warrants issued to Ed Fine and his Group (Anthony P. St. Clair, Phil Benanti, and Stuart Fine) to a \$0.60 exercise price and said warrants shall amended and restated to have a five year expiration date of issuance of said warrants. Said warrants will be in the same form as the currently existing warrants with the exception of the price and expiration date changes. The Amended and Restated Warrants shall be issued within fifteen (15) days of the date of this Agreement.
8. At such time as the payments contemplated in terms 3, 4, 5 and 7 above have been paid, the Joseph Stevens & Company, Inc. Letter Agreement dated May 4, 2006, currently assigned to BW, with the exception of the Enable and Roswell tail, any and all responsibilities or liabilities thereunder shall be terminated with no recourse by any of the parties set forth above. However, the indemnification portion of the existing agreement shall survive the Termination.

9. **General Provisions:**

9.1. **Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of New York.

9.2. **Successors and Assigns.** This Agreement will be binding on the parties to the Agreement and on each of their heirs, executors, administrators, successors, and assigns.

9.3. **Right to Cure Breach.** CryoPort shall have the right to cure any breach of Sections 4 or 6 above within fifteen (15) days of the date of breach before the penalties or rescission set forth in those sections are effective.

9.4. **Effect and Waiver.** The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time be deemed a waiver of relinquishment of that right or power for all or any other times.

9.5. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto and contains all the terms, covenants, conditions and agreements between the parties with respect to that representation in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

9.6. **Modifications.** Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

9.7. **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

9.8. **Notices.** Service of all notices under this agreement shall be sufficient if given personally or three (3) business days after deposit in the U.S. Mail, postage prepaid to the party involved at its respective address set forth above, or at such address as such party may provide in writing from time to time.

9.9. **Arbitration.** The parties shall resolve any disputes arising hereunder before a panel of three arbitrators selected to pursuant to and run in accordance with the rules of the American Arbitration Association. The arbitration shall be held in New York County, New York. Each party shall bear their own attorney's fees and costs of such arbitration. The successful party in the arbitration proceedings shall be entitled to seek an award of reasonable attorney's fees from the Arbitrators.

9.10. **No Rights in Third Parties.** Nothing herein expressed or implied is intended to or shall be construed to confer upon or give to any person, firm or other entity, other than the parties hereof and their respective successors and assigns or personal representatives, any rights or remedies under or by reason of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first set forth above.

CRYOPORT, INC.

By: /s/ Larry Stambaugh April 13, 2009
Name: Larry Stambaugh Date
Title: Chief Executive Officer

BRADLEY WOODS & CO. LTD.

By: /s/ Dan Ripp April 13, 2009
Name: Dan Ripp Date
Title: President, Bradley Woods & Co.,
Ltd.

SEPA CAPITAL CORP.

By: /s/ Edward Fine April 13, 2009
Name: Edward Fine Date
Title: Vice President

EDWARD FINE

By: /s/ Edward Fine April 13, 2009
Date

ATTACHMENT "A"

**(National Securities Corporation Assignment Letter,
Dated January 13, 2009)**

ASSIGNMENT

FOR ALL GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, National Securities Corporation, a Washington corporation (hereinafter called "Assignor") does hereby assign, transfer, sell and convey to Bradley Woods & Co., Ltd. Located at 555 Madison Avenue, New York, NY 10022, (hereinafter called the "Assignee"), all of its right, title and interest in and to that certain letter agreement (including all exhibits thereto), dated May 4, 2006, by and between Cryoport, Inc. (the "Company") and Assignor, a copy of which agreement is attached hereto as Exhibit A (the "Agreement"), and all rights to enforce any violation of said agreement in the name of the undersigned and all rights created by said agreement. The undersigned represents and warrants to the Assignee that the Assignor has not previously transferred, assigned or otherwise encumbered the rights assigned thereunder and the undersigned has the right to make this assignment without further approval and that the Agreement has not been amended subsequent to May 4, 2006.

The undersigned represents that he has authority to execute this assignment for and on behalf of the Assignor. The Assignor hereby irrevocably points the Assignee its attorney-in-fact with full power of substitution and with complete authority to do anything necessary to enforce the terms of the Agreement assigned and to sue for, prosecute and collect payment of money due to the Assignor on account of the Agreement assigned.

By its execution below, the Company hereby (i) consents to the assignment by the Assignor of all of its right, title and interest under the Agreement to Assignee and (ii) agrees that the Company shall have no claims, causes of action, or other rights against Assignee in connection with matters relating to the Agreement with respect to actions or in actions occurring prior to the date hereof.

IN WITNESS WHEREOF, the undersigned has signed and acknowledged this agreement on the 13th day of January, 2009.

NATIONAL SECURITIES CORPORATION

By: /s/ Brian Friedman
Brian Friedman
Managing Director, Head of Investment Banking

BRADLEY WOODS & CO. LTD.

By: /s/ Daniel Ripp dated 4/9/09
Daniel Ripp
CEO, Bradley Woods & Co. Ltd.

CRYOPORT, INC.

By: /s/ Peter Berry
Peter Berry
CEO and President

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated June 30, 2008, relating to the consolidated financial statements of Cryoport, Inc. as of March 31, 2008 and 2007 and for the years then ended (which report on the financial statements expresses an unqualified opinion and includes explanatory paragraphs relating to Cryoport, Inc.'s adoption of Statement of Financial Accounting Standards No. 123(R), *Share-Based Payment*, and Cryoport, Inc.'s ability to continue as a going concern), which report is included in Cryoport, Inc.'s Amended Annual Report on Form 10-K/A for the year ended March 31, 2008, as filed with the Securities and Exchange Commission on July 14, 2008.

/s/ KMJ Corbin & Company LLP
KMJ Corbin & Company LLP

Costa Mesa, California
April 13, 2009