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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

88-0313393

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

20382 Barents Sea Circle, Lake Forest, California

92630

(Address of Principal Executive Offices)

(Zip Code)

CONSULTING 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	188,563	\$ 0.51	\$ 96,167.13	\$ 5.37

Notes:

1. Issuable to Stuart Fine pursuant to the Consulting Agreement dated October 1, 2007 between Registrant and Carpe DM, Inc. an entity wholly owned by Mr. Fine.
2. Issuable to Klatu Networks, LLC and to Chris Exline and Dan Simpson, employees of Klatu Networks, LLC, pursuant to the Consulting Agreement dated October 9, 2007 between Registrant and Klatu Networks, LLC.
3. Issuable to Gary Curtis Cannon, Attorney at Law pursuant to the Consulting Agreement dated December 1, 2007 between Registrant and Gary Curtis Cannon, Attorney at Law.

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 Registration Statement on Form S-8 as filed with the SEC on March 25, 2009, which is hereby incorporated by reference.
- Reference is made to Registrant’s Registration Statement on Form S-8 as filed with the SEC on April 13, 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 May 8, 2009, which is hereby incorporated by reference.
- Reference is hereby made to Registrant’s Notice of Exempt Offering of Securities on Form D, as filed with the SEC on May 13, 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 May 19, 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.

- 5.2 Opinion of Gary Curtis Cannon, Attorney at Law.
- 10.1 Compensation Agreement with Carpe DM, Inc. incorporated by reference to exhibits included with Registrant’s Registration Statement on Form S-8 as filed with the SEC on March 25, 2009.
- 10.2 Compensation Agreement with Klatu Networks, LLC incorporated by reference to exhibits included with Registrant’s Registration Statement on Form S-8 as filed with the SEC on March 25, 2009.
- 10.3 Compensation Agreement with Gary Curtis Cannon, Attorney at Law.
- 23.3 Consent of Gary Curtis Cannon, Attorney at Law (included in Exhibit 5.1).
- 23.4 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 June 10, 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: June 10, 2009

Signature: /s/ Dee S. Kelly

Dee S. Kelly
Title: Vice-President of Finance
Date: June 10, 2009

Signature: /s/ Carlton Johnson

Carlton Johnson
Title: Director and Secretary
Date: June 10, 2009

Signature: /s/ Peter Berry

Peter Berry
Title: Director
Date: June 10, 2009

Signature: /s/ Thomas Fischer

Thomas Fischer
Title: Director
Date: June 10, 2009

Signature: /s/ Adam Michelin

Adam Michelin
Title: Director
Date: June 10, 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

June 10, 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 June 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.

Based on my examination mentioned above, I am of the opinion that the securities being registered to be sold pursuant to the Registration Statement are 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

**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

December 1, 2007

ATTORNEY-CLIENT RETAINER AGREEMENT

This ATTORNEY-CLIENT RETAINER AGREEMENT ("Agreement") is entered by and between CryoPort, Inc./CryoPort Systems, Inc. ("Client") and GARY CURTIS CANNON Attorney at Law ("Attorney").

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the retainer called for under paragraph 3.
2. **SCOPE AND DUTIES.** Client hires Attorney to provide legal services in connection with General Corporate and SEC matters, including, but not limited to, SEC and other legal compliance, corporate governance, draft and review documents, and other such items as may from time to time be requested by Client. Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed on progress of any matters requested to be performed, and to respond to Client's inquiries. Attorney's services will not include litigation of any kind, whether in court, in administrative hearings before government agencies, or arbitration tribunals. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Agreement, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone numbers, contact persons and other pertinent information.
3. **NONREFUNDABLE RETAINER.** Client shall pay \$12,000.00 per month non-refundable retainer to cover Attorney's reasonable monthly legal services. Retainer shall be paid upon the signing of this Agreement and on the 1st day of every month thereafter so long as this Agreement is in force and effect. The monthly Retainer shall be paid as follows \$9,000.00 in cash and \$3,000.00 in cashless warrants with a strike price \$0.84 or the ten (10) day VWAP average prior to issuance, which ever is lower, until Client reaches the breakeven point at which time the Retainer will convert to all cash. This retainer shall cover all monthly work required. It is understood that Attorney bills at an hourly rate of \$350.00 per hour and should Client required work exceed the retainer on an ongoing basis for more than three (3) consecutive months, Client and Attorney agree to review the monthly retainer upon Attorney's request.

4. **LEGAL FEES.** Client agrees to pay for legal services at the following rate: senior attorney-\$350.00/hr; associates-\$175.00/hr; paralegals-\$ 75.00/hr; law clerks-\$ 50.00/hr; and for other personnel as follows, _____. Attorney charges in minimum units of one quarter hour. Paragraph 4 is subject to and modified by paragraph 3, "Nonrefundable Retainer" above.

5. **COSTS AND EXPENSES.** In addition to paying monthly retainer for legal services, Client shall reimburse Attorney for all costs and expenses incurred by Attorney, including, but not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying at \$.20 per page, mileage at \$.45 per mile, investigation expenses, consultants' fees, expert witness fees and other similar items. Client authorizes Attorney to incur all reasonable costs reasonably necessary in Attorney's judgment, unless one of both of the clauses below are initialed by Client and Attorney.

___ Attorney shall obtain Client's consent before incurring any costs in excess of \$250.00.

___ Attorney shall obtain Client's consent before retaining outside investigators, consultants, or expert witnesses.

6. **STATEMENTS.** Attorney shall send Client periodic statements for fees and costs incurred. Client shall pay Attorney's statements with five (5) days after each statement's date. Client may request a statement at intervals of no less than 30 days. Upon Client's request Attorney shall provide a statement within 10 days. However, Client shall pay the retainer set forth in paragraph 3 above, on the 1st of every month so long as this Agreement is in force and effect regardless of whether Client has received Attorney's statement.

7. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at upon thirty (30) days written notice. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

8. **CONCLUSION OF SERVICES.** When Attorney's services conclude, all unpaid charges shall become immediately due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file(s) to Client, along with any Client funds or property in Attorney's possession.

9. **DISCLAIMER OR GUARANTEE.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise of guarantee about the outcome any of Client's matter(s) on which Attorney advises client. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of any of Client's matter(s) are expressions of opinion only.

10. **EFFECTIVE DATE.** This Agreement will take effect when Client has preformed the conditions stated in paragraph 1, but its effective date will be retroactive to the date Attorney first provided services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

GARY CURTIS CANNON
Attorney at Law

By: /s/ Gary Curtis Cannon
Gary Curtis Cannon

CLIENT

Address: 20382 Barents Sea Circle
Lake Forest, CA 92630
Telephone: (947) 470-2300

By: /s/ Peter Berry
Peter Berry

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 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

Costa Mesa, California

June 10, 2009
