

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  
of incorporation or organization)

(IRS Employer  
Identification No.)

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

**92630**

(Address of principal executive offices)

(Zip Code)

**2002 Stock Incentive Plan (“2002 Plan”)  
2009 Stock Incentive Plan (“2009 Plan”)**

(Full title of the plan)

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

(Name, address and 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 (check one):

Large accelerated filer	<input type="radio"/>	Accelerated filer	<input type="radio"/>
Non-accelerated filer	<input type="radio"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="radio"/>

CALCULATION OF REGISTRATION FEE

Title of securities to be Registered	Amount to be registered <sup>(1)</sup>	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, \$0.001 par value per share	75,451 shares <sup>(2)</sup>	\$ 6.24 <sup>(6)</sup>	\$ 470,814	\$ 33.57
Common Stock, \$0.001 par value per share	383,680 shares <sup>(3)</sup>	1.86 <sup>(7)</sup>	713,645	50.88
Common Stock, \$0.001 par value per share	191,953 shares <sup>(4)</sup>	3.07 <sup>(6)</sup>	589,296	42.02
Common Stock, \$0.001 par value per share	1,008,047 shares <sup>(5)</sup>	1.86 <sup>(7)</sup>	1,874,967	133.69
Total	1,659,131 shares		\$ 3,648,722	\$ 260.16

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "Securities Act"), there are also being registered additional shares of common stock that may become available for purchase in accordance with the provisions of the 2002 Plan and 2009 Plan to prevent dilution in the event of any future change in the outstanding shares of common stock as a result of a recapitalization, stock dividends, stock splits or similar adjustments. The number of shares being registered has been adjusted to give effect to the Company's one-for-ten reverse stock split which was effective as of the close of business on February 5, 2010.
- (2) Represents shares of common stock issuable to certain employees, non-employee directors and consultants of the registrant upon exercise of outstanding stock options granted under the 2002 Plan.
- (3) Represents shares of common stock reserved for issuance upon the exercise of stock options and grant of stock awards that may be granted under the 2002 Plan.
- (4) Represents shares of common stock issuable to certain employees, non-employee directors and consultants of the registrant upon exercise of outstanding stock options granted under the 2009 Plan.
- (5) Represents shares of common stock reserved for issuance upon the exercise of stock options and grant of stock awards that may be granted under the 2009 Plan.
- (6) Calculated solely for purposes of computing the registration fee pursuant to Rules 457(c) and 457(h) of the Securities Act based on the weighted average exercise price of the outstanding stock options.
- (7) Estimated solely for purposes of calculating the registration fee pursuant to Rules 457(c) and 457(h) based upon the last sales price of the Company's common stock as reported on the OTC Bulletin Board on April 26, 2010.

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PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of this Form S-8 will be delivered to each employee who is eligible to participate in the CryoPort, Inc. 2002 Stock Incentive Plan (the "2002 Plan") and the CryoPort, Inc. 2009 Stock Incentive Plan (the "2009 Plan") in accordance with Rule 428(b)(1) under the Securities Act of 1933, as amended (the "Securities Act"). These documents are not being filed with the Securities and Exchange Commission (the "SEC") either as part of this registration statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference into 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.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

**Item 3. Incorporation of Documents by Reference.**

The following documents filed by CryoPort, Inc. (the "Company") with the Securities and Exchange Commission (the "SEC") are incorporated by reference into this Registration Statement and are deemed to be a part hereof from the date of filing:

(a) The Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2009, as filed with the SEC on July 1, 2009.

(b) The Company's Definitive Proxy Statement with respect to the 2009 Annual Meeting of Stockholders held on October 9, 2009, as filed with the SEC on September 11, 2009.

(c) The Company's Quarterly Reports on Form 10-Q for the quarterly periods ended June 30, 2009, September 30, 2009 and December 31, 2009, as filed with the SEC on August 19, 2009, November 16, 2009 and February 16, 2010, respectively, and the Company's Form 10-Q/A for the quarter ended June 30, 2009, as filed with the SEC on November 2, 2009.

(d) The Company's Current Reports on Form 8-K filed with the SEC on May 8, 2009, May 19, 2009, July 17, 2009, July 24, 2009, August 4, 2009, August 24, 2009, August 27, 2009, September 23, 2009, October 15, 2009, October 30, 2009, January 13, 2010, January 15, 2010, January 20, 2010, February 3, 2010, February 5, 2010, February 16, 2010 and February 26, 2010.

(e) The description of the Company's Common Stock, \$0.001 par value (the "Common Stock"), is contained in the Company's Registration Statement on Form 10-SB filed with the SEC on October 20, 2005, including any amendments or reports filed for the purpose of updating such information.

In addition, all documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Act"), after the date of this Registration Statement and prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that is incorporated by reference herein modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Nothing in this registration statement shall be deemed to incorporate information furnished but not filed with the SEC pursuant to Item 2.02 or Item 7.01 of Form 8-K.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

None.

**Item 6. Indemnification of Directors and Officers.**

Under the Nevada General Corporation Law and our Amended and Restated Articles of Incorporation, as amended, our directors will have no personal liability to the Company or its stockholders for monetary damages incurred as the result of the breach or alleged breach by a director of his “duty of care.” This provision does not apply to (a) director’s (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 stockholders 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 stockholders 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 stockholders, (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 stockholders, 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.

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 SEC 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 of the registrant in the successful defense of any action, suit or proceeding) is asserted by such 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, submit to a 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.

We have in place a directors’ and officers’ liability insurance policy that, subject to the terms and conditions of the policy, insures our directors and officers against losses arising from any wrongful act (as defined by the policy) in his or her capacity as a director or officer. The policy reimburses us for amounts for which we lawfully indemnify or are required or permitted by law to indemnify our directors and officers.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

See Exhibit Index.

**Item 9. Undertakings.**

a. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers of sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*Provided, however,* That Paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment 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) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

b. The undersigned registrant hereby undertakes that, for 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 15(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.

h. 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 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 of the registrant in the successful defense of any action, suit or proceeding) is asserted by such 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, submit to a 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**

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 on Form S-8 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lake Forest, State of California, on April 27, 2010.

CRYOPORT, INC.

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

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints, Larry G. Stambaugh and Catherine Doll, and each of them, as his attorney-in-fact, each with full power of substitution, for him in any and all capacities, to sign any and all amendments to this Registration Statement (including post-effective amendments), and any and all Registration Statements filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with or related to the Offering contemplated by this Registration Statement and its amendments, if any, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorney to any and all amendments to said Registration Statement.

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 dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Larry G. Stambaugh</u> Larry G. Stambaugh	Director and Chief Executive Officer(Principal Executive Officer)	April 27, 2010
<u>/s/ Catherine Doll</u> Catherine Doll	Chief Financial Officer(Principal Financial and Accounting Officer)	April 27, 2010
<u>/s/ Carlton M. Johnson, Jr.</u> Carlton M. Johnson, Jr.	Director	April 27, 2010
<u>/s/ Adam M. Michelin</u> Adam M. Michelin	Director	April 27, 2010
<u>/s/ John H. Bonde</u> John H. Bonde	Director	April 27, 2010

## EXHIBIT INDEX

Exhibit Number	Exhibit
3.13	2002 Stock Incentive Plan (Incorporated by reference to Exhibit 3.13 to Registrant's Registration Statement on Form 10-SB/A4 filed with the SEC on February 23, 2006).
3.14	Stock Option Agreement ISO (Incentive Stock Option Award Agreement (Incorporated by reference to Exhibit 3.14 to Registrant's Registration Statement on Form 10-SB/A4 filed with the SEC on February 23, 2006).
3.15	Stock Option Agreement NSO (Incorporated by reference to Exhibit 3.15 to Registrant's Registration Statement on Form 10-SB/A4 filed with the SEC on February 23, 2006).
10.22	2009 Stock Incentive Plan (Incorporated by reference to Exhibit 10.21 to Registrant's Current Report on Form 8-k filed with the SEC on October 15, 2009).
10.23	Form of Stock Option Award Agreement (Incorporated by reference to Exhibit 10.22 to Registrant's Current Report on Form 8-k filed with the SEC on October 15, 2009).
10.25	Form of Non-Qualified Stock Option Award Agreement. *
5.1	Opinion of Counsel *
23.1	Consent of Independent Registered Public Accounting Firm *
23.2	Consent of Counsel (included in Exhibit 5.1)
24.1	Power of Attorney (on signature page) *

\* Filed herewith.





## OPINION OF COUNSEL

**Snell & Wilmer L.L.P.**  
600 Anton Boulevard  
Suite 1400  
Costa Mesa, California 92626-7689  
TELEPHONE: (714) 427-7000  
FACSIMILE: (714) 427-7799

April 27, 2010

CryoPort, Inc.  
20382 Barents Sea Circle  
Lake Forest, California 92630

**Re: Registration Statement on Form S-8  
CryoPort, Inc., Common Stock, \$0.001 par value per share**

Ladies and Gentlemen:

We have acted as special Nevada counsel to CryoPort, Inc., a Nevada corporation (the "Company"), in connection with its Registration Statement on Form S-8 (the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act") relating to an aggregate of 1,659,131 shares (collectively, the "Shares") of common stock of the Company, \$0.001 par value per share (the "Common Stock"), issuable as follows:

- (i) an aggregate of 75,451 shares of Common Stock issuable to certain employees and non-employee directors of and consultants to the Company upon exercise of outstanding stock options granted under the Company's 2002 Stock Incentive Plan (the "2002 Plan");
- (ii) an aggregate of 383,680 shares of Common Stock reserved for issuance upon the exercise of stock options that may be granted under the 2002 Plan;
- (iii) an aggregate of 191,953 shares of Common Stock issuable to certain employees and non-employee directors of and consultants to the Company upon exercise of outstanding stock options granted under the Company's 2009 Stock Incentive Plan (the "2009 Plan") and together with the 2002 Plan, the "Plans"; and
- (iv) an aggregate of 1,008,047 shares of Common Stock reserved for issuance pursuant to future awards under the 2009 Plan.

All capitalized terms herein that are not otherwise defined shall have the meaning ascribed thereto in the Registration Statement. In connection with this opinion, we have examined and relied upon the Company's Amended and Restated Articles of Incorporation and Bylaws, each as amended and/or restated to date; the Registration Statement; pertinent records of the meetings of the directors and stockholders of the Company; and such corporate records of the Company and such other instruments and other certificates of public officials, officers and representatives of the Company and such other persons, and we have made such investigations of law, as we have deemed appropriate as a basis for the opinions expressed below. In addition, we have assumed and have not independently verified the accuracy as to factual matters of each document we have reviewed.

For purposes of rendering this opinion, we have examined originals or copies certified or otherwise identified to our satisfaction of the documents described in the preceding paragraph and such other documents and records as we have deemed appropriate. In conducting such examination, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and conformity to original documents of all documents submitted to us as certified, photostatic or other copies, and the legal competence of all signatories to such documents. As to questions of fact material to our opinion, we have relied upon certificates of officers of the Company and of public officials. It is understood that this opinion is to be used only in connection with the filing of the Registration Statement. We are opining only on the matters expressly set forth herein, and no opinion should be inferred as to any other matter.

The law covered by the opinions expressed herein is limited to the laws of the State of Nevada. We express no opinion herein as to the laws of any state, country or jurisdiction other than the laws of the State of Nevada. This opinion letter is delivered as of its date and without any undertaking to advise you of any changes of law or fact that occur after the date of this opinion letter even though the changes may affect the legal analysis, a legal conclusion or information confirmed in this opinion letter.

We assume that the appropriate action will be taken, prior to the offer and sale of the Shares being issued under and in accordance with the Plans to register and qualify such Shares for sale under all applicable state securities or "blue sky" laws.

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Based on the foregoing, and the matters discussed below, after having given due regard to such issues of law as we deemed relevant, we are of the opinion that the Shares have been duly authorized for issuance and, when the Shares are issued and paid for in accordance with the terms and conditions of the Plans, the Shares will be validly issued, fully paid and nonassessable.

We are furnishing this opinion to the Company solely in connection with the Registration Statement, and it is understood that this opinion is to be used only in connection with the offer and sale of the Shares while the Registration Statement is in effect. This opinion may not be relied on by, nor copies delivered to, any other person or entity without our prior written consent. Notwithstanding the preceding sentence, we hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to our firm in the Registration Statement in the context of issuing this opinion. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Snell & Wilmer L.L.P.

Snell & Wilmer L.L.P.

**NON-QUALIFIED STOCK OPTION AWARD AGREEMENT  
UNDER THE  
CRYOPORT, INC.  
2009 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 (10<sup>th</sup>) 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.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Optionee





**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, 2009, relating to the consolidated financial statements of Cryoport, Inc. as of March 31, 2009 and 2008 and for the years then ended (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the substantial doubt about Cryoport, Inc's ability to continue as a going concern), which is part of this registration statement.

KMJ Corbin & Company LLP

Costa Mesa, California  
April 27, 2010