

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): **April 30, 2008**

CryoPort, Inc.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

000-51578
(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 (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 1 4a- 12 under the Exchange Act (17 CFR 240.1 4a- 12)
- Pre-commencement communications pursuant to Rule 1 4d-2(b) under the Exchange Act (17 CFR 240.1 4d-2(b))
- Pre-commencement communications pursuant to Rule 1 3e-4(c) under the Exchange Act (17 CFR 240.1 3e-4(c))

Section 1 -Registrant's Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

On April 30, 2008, the Registrant amended Its Original Issue Discount 8% Senior Secured Convertible Debentures ("Debenture") and Warrants issued thereunder, originally entered into on September 27, 2007 under the Security Purchase Agreement and related Agreements and Warrants, and disclosed in a Form 8-K filed on October 3, 2008.

The Amendment deletes the definition of "Monthly Redemption Date" set forth in Section 1 of each Debenture and replaces it in its entirety with the following:

"Monthly Redemption Date" means the first of each month commencing immediately upon August 1, 2008, and terminating upon the full redemption of this Debenture."

The Amendment deletes the definition of “Monthly Redemption Amount” set forth in Section 1 of each “Debenture” and replaces it in its entirety with the following:

1. For Enable Growth Partners LP:

“Monthly Redemption Amount” means, as to a Monthly Redemption, \$112,000, plus accrued but unpaid interest, liquidated damages and any other amounts then owing to the Holder in respect of this Debenture.”

2. For Enable Opportunity Partners LP:

“Monthly Redemption Amount” means, as to a Monthly Redemption, \$19,794.29, plus accrued but unpaid interest, liquidated damages and any other amounts then owing to the Holder in respect of this Debenture.”

3. For Pierce Diversified Strategy Master Fund LLC:

“Monthly Redemption Amount” means, as to a Monthly Redemption, \$2,742.86, plus accrued but unpaid interest, liquidated damages and any other amounts then owing to the Holder in respect of this Debenture.”

4. For BridgePointe Master Fund Ltd.:

“Monthly Redemption Amount” means, as to a Monthly Redemption, \$80,672.24, plus accrued but unpaid interest, liquidated damages and any other amounts then owing to the Holder in respect of this Debenture.”

All other terms of each of the Debentures remain the same, and the Debentures remain in force and effect.

Further, the Amendment amends the “Exercise Price” of the Warrants issued under the terms of the Securities Purchase Agreement and related Agreements from \$0.90, \$0.92 and \$1.60 to \$0.60. The number of shares to be purchased under each of the Warrants shall be adjusted so that the original dollar amounts to be raised by registrant through the exercise of each of the Warrants will remain the same. All other terms of each of the Warrants remain the same, and the Warrants remain in force and effect.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statement
None.

(b) Exhibits.

Exhibit Index

10.1.11 Amendment
10.1.11.1 Annex to Amendment

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.
(Registrant)

Date: May 7, 2008

By: /s/ Peter Berry

Peter Berry,
Chief Executive Officer, Presid

AMENDMENT (the "Amendment"), made as of this 30th day of April, 2008 by and among CryoPort, Inc., a Nevada corporation (the "Company") and each of the undersigned investors (the "Holders"). Defined terms not otherwise defined herein shall have the meanings set forth in the Securities Purchase Agreement dated September 27, 2007, by and among the Company and the Holder (the "Purchase Agreement"). Defined terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, the Company issued the Holders Original Issue Discount 8% Senior Secured Convertible Debentures in the original aggregate principal amount of \$4,707,705 (the "Debentures");

WHEREAS, the parties hereto desire to amend the Debentures and Warrants pursuant to the terms hereunder;

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

1. The definition of "Monthly Redemption Date" in Section 1 of each Debenture is hereby deleted and replaced in its entirety with the following:

"Monthly Redemption Date" means the 1st of each month, commencing immediately upon August 1, 2008, and terminating upon the full redemption of this Debenture."

2. The definition of "Monthly Redemption Amount" in Section 1 of the Debenture issued to Enable Growth Partners LP is hereby deleted and replaced in its entirety with the following:

"Monthly Redemption Amount" means, as to a Monthly Redemption, \$112,000, plus accrued but unpaid interest, liquidated damages and any other amounts then owing to the Holder in respect of this Debenture."

3. The definition of "Monthly Redemption Amount" in Section 1 of the Debenture issued to Enable Opportunity Partners LP is hereby deleted and replaced in its entirety with the following:

"Monthly Redemption Amount" means, as to a Monthly Redemption, \$19,794.29, plus accrued but unpaid interest, liquidated damages and any other amounts then owing to the Holder in respect of this Debenture."

4. The definition of "Monthly Redemption Amount" in Section 1 of the Debenture issued to Pierce Diversified Strategy Master Fund LLC, Ena is hereby deleted and replaced in its entirety with the following:

“Monthly Redemption Amount” means, as to a Monthly Redemption, \$2,742.86, plus accrued but unpaid interest, liquidated damages and any other amounts then owing to the Holder in respect of this Debenture.”

5. The definition of “Monthly Redemption Amount” in Section 1 of the Debenture issued to BridgePointe Master Fund Ltd. is hereby deleted and replaced in its entirety with the following:

“Monthly Redemption Amount” means, as to a Monthly Redemption, \$80,672.24, plus accrued but unpaid interest, liquidated damages and any other amounts then owing to the Holder in respect of this Debenture.”

6. Amendment to the Exercise Price of the Warrants. Immediately prior to the consummation of the transactions contemplated hereunder, as partial consideration for the amendments herein, the Exercise Price (as defined in the Warrants) of all of the Warrants issued pursuant to the Purchase Agreement shall be reduced to \$0.60, subject to further adjustment pursuant to the Warrants, and the number of Warrant Shares issuable thereunder shall be increased such that the aggregate Exercise Price payable thereunder, after taking into account such decrease in the Exercise Price, shall be equal to the aggregate Exercise Price prior to such adjustment. Following such adjustment, the aggregate number of Warrant Shares issuable upon exercise of each Holder’s Warrant at \$0.60 per share shall be as set forth on Annex A attached hereto.

7. Company hereby makes the representations and warranties set forth below to the Holders that as of the date of its execution of this Amendment:

(a) The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Amendment and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Amendment by the Company and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Company and no further action is required by such Company, its board of directors or its stockholders in connection therewith. This Amendment has been duly executed by the Company and, when delivered in accordance with the terms hereof will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors’ rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) The execution, delivery and performance of this Amendment by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Company’s certificate or articles of incorporation, bylaws or other organizational or charter

documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any lien upon any of the properties or assets of the Company, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, credit facility, debt or other material instrument (evidencing Company debt or otherwise) or other material understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected.

(c) No consideration has been offered or paid to any person to amend or consent to a waiver, modification, forbearance or otherwise of any provision of any of the Transaction Documents.

(d) All of the Company's warranties and representations contained in this Amendment shall survive the execution, delivery and acceptance of this Amendment by the parties hereto. The Company expressly reaffirms that each of the representations and warranties set forth in the Purchase Agreement, continues to be true, accurate and complete, and the Company hereby remake and incorporate herein by reference each such representation and warranty as though made on the date of this Amendment.

8. On the first Trading Day immediately following the date hereof, the Company shall file a Current Report on Form 8-K with the Commission, reasonably acceptable to each Holder disclosing the material terms of the transactions contemplated hereby, which shall include this Amendment as an attachment thereto.

9. Except as specifically modified herein, all of the terms, provisions and conditions of the Debentures and all other Transaction Documents shall remain in full force and effect and the rights and obligations of the parties with respect thereto shall, except as specifically provided herein, be unaffected by this Amendment and shall continue as provided in the Transaction Documents and shall not be in any way changed, modified or superseded by the terms set forth herein. This Amendment shall not constitute a novation or satisfaction and accord of any Transaction Document.

10. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Purchase Agreement.

11. All questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be determined in accordance with the provisions of the Purchase Agreement.

12. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. This Amendment shall be for the sole benefit of the parties to this Amendment and their respective

heirs, successors, permitted assigns and legal representatives and is not intended, nor shall be construed, to give any person or entity, other than the parties hereto and their respective heirs, successors, assigns and legal representatives, any legal or equitable right, remedy or claim hereunder.

13. This Amendment may be executed in counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

14. This Amendment constitutes the entire agreement among the parties with respect to the matters covered hereby and thereby and supersedes all previous written, oral or implied understandings among them with respect to such matters.

15. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

16. No provision of this Amendment may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company and the Holders or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Amendment shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

17. Each of the parties hereto acknowledges that this Amendment has been prepared jointly by the parties hereto, and shall not be strictly construed against either party.


18. The amendments herein shall not be effective unless and until Holders of the Debentures shall have agreed to the terms and conditions hereunder.

19. The obligations of each Holder hereunder are several and not joint with the obligations of any other Holders hereunder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Holder pursuant hereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders are in any way acting in concert with respect to such obligations or the transactions contemplated by this Amendment. Each Holder shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Amendment, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose.

*****SIGNATURE PAGES FOLLOW*****

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first written above.

CRYOPORT, INC.

By: 
Name:
Title:

[HOLDER SIGNATURE PAGES FOLLOW]

[HOLDER SIGNATURE PAGE TO CYRX AMENDMENT]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: Enable Capital Management, LLC (for EGP, EOP, & Pierce)

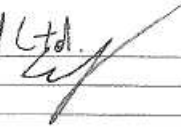
Signature of Authorized Signatory of Purchaser: _____

Name of Authorized Signatory: Adam Epstein

Title of Authorized Signatory: Co-founder & Principal

[HOLDER SIGNATURE PAGE TO CYRX AMENDMENT]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: BridgePointe Master Fund Ltd.
Signature of Authorized Signatory of Purchaser: 
Name of Authorized Signatory: Eric S. Swartz
Title of Authorized Signatory: Director

ANNEX

Purchaser	Subscription Amount	Principal Amount	5 Yr. Warrant Shares @ 0.92 prior to adjustment	2 Yr. Warrant Shares @ \$0.90 prior to adjustment	2 Yr. Warrant Shares @ \$1.60 prior to adjustment	5 Yr. Warrant Shares @ 0.60 following adjustment	2 Yr. Warrant Shares @ \$0.60 following adjustment	2 Yr. Warrant Shares @ \$0.60 following adjustment (formerly 1.60 shares)
Enable Growth Partners LP	\$ 2,082,501.04	\$ 2,450,000	2,916,667	729,167	729,167	4,472,223	1,093,751	1,944,445
Enable Opportunity Partners LP	\$ 368,050.18	\$ 433,000	515,476	128,869	128,869	790,397	193,304	343,651
Pierce Diversified Strategy Master Fund LLC, Ena	\$ 51,000.13	\$ 60,000	71,429	17,857	17,857	109,524	26,786	47,619
BridgePointe Master Fund Ltd.	\$ 1,500,000	\$ 1,764,705	2,100,839	525,210	525,210	3,221,286	787,815	1,400,560
Total	\$ 4,001,551.35	\$ 4,707,705	5,604,411	1,401,103	1,401,103	8,593,430	2,101,655	3,736,275