

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

CryoPort, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Nevada
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) February 20, 2009

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BridgePointe Master Fund Ltd.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 1120 Sanctuary Parkway, Ste. 325

City: Alpharetta

State: Georgia

Country: United States Zip: 30004

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Cayman Islands
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

7,583,478,7; 7,586,797,8; 7,748,667,3

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Dee Kelly, Vice President of Finance

Internal Address: CryoPort, Inc.

Street Address: 20382 Barents Sea Circle

City: Lake Forest

State: California Zip: 92630

Phone Number: (949) 470-2300

Fax Number: (949) 470-2360

Email Address: dkelly@cryoport.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Dee Kelly*  
Signature

03/02/2009

Date

Dee Kelly

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 75834787

Form PTO-1594 (Rev. 01-09)  
 OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>CryoPort Systems, Inc.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>California</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p>Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p> <p>Name: <u>BridgePointe Master Fund Ltd.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1120 Sanctuary Parkway, Ste. 325</u></p> <p>City: <u>Alpharetta</u></p> <p>State: <u>Georgia</u></p> <p>Country: <u>United States</u>                      Zip: <u>30004</u></p> <p><input type="checkbox"/> Association    Citizenship _____  <input type="checkbox"/> General Partnership    Citizenship _____  <input type="checkbox"/> Limited Partnership    Citizenship _____  <input checked="" type="checkbox"/> Corporation    Citizenship <u>Cayman Islands</u>  <input type="checkbox"/> Other _____                      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b></p> <p>Execution Date(s) <u>February 20, 2009</u></p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s)  <u>7,583,478,7; 7,586,797,8; 7,748,667,3</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b></p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Dee Kelly, Vice President of Finance</u></p> <p>Internal Address: <u>CryoPort, Inc.</u></p> <p>Street Address: <u>20382 Barents Sea Circle</u></p> <p>City: <u>Lake Forest</u></p> <p>State: <u>California</u>                      Zip: <u>92630</u></p> <p>Phone Number: <u>(949) 470-2300</u></p> <p>Fax Number: <u>(949) 470-2360</u></p> <p>Email Address: <u>dkelly@cryoport.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; display: inline-block; width: 50px; height: 20px; vertical-align: middle;"></span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$:</b> _____</p> <p><input type="checkbox"/> Enclosed                      <input type="checkbox"/> Authorized to be charged to deposit account</p>
<p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>	
<p><b>9. Signature:</b></p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: right;">_____ Date</p> <p style="text-align: center;">_____ Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; display: inline-block; width: 50px; height: 20px; vertical-align: middle;"></span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Enable Growth Partners LP

Internal Address: \_\_\_\_\_

Street Address: One Ferry Building, Ste. 255

City: San Francisco

State: California

Country: United States      Zip: 94111

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship Delaware  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) \_\_\_\_\_

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_      Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Form PTO-1594 (Rev. 01-09)  
 OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p>Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p> <p>Name: <u>Enable Opportunity Partners LP</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>One Ferry Building, Ste. 255</u></p> <p>City: <u>San Francisco</u></p> <p>State: <u>California</u></p> <p>Country: <u>United States</u>      Zip: <u>94111</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input checked="" type="checkbox"/> Limited Partnership      Citizenship <u>Delaware</u>  <input type="checkbox"/> Corporation      Citizenship _____  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b></p> <p>Execution Date(s) _____</p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) _____</p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b></p> <p>_____</p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: _____</p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>City: _____</p> <p>State: _____      Zip: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Email Address: _____</p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; display: inline-block; width: 40px; height: 20px; vertical-align: middle;"></span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p>
<p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>	
<p><b>9. Signature:</b></p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: right;">_____ Date</p> <p>_____ Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; display: inline-block; width: 40px; height: 20px; vertical-align: middle;"></span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

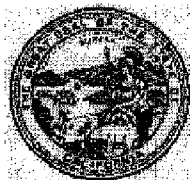
U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Name: <u>Pierce Diversified Strategy Master Fund LLC, Ena</u> Internal Address: _____ Address: _____ Street Address: <u>One Ferry Building, Ste. 255</u> City: <u>San Francisco</u> State: <u>California</u> Country: <u>United States</u> Zip: <u>94111</u> <input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input checked="" type="checkbox"/> Limited Partnership      Citizenship <u>Delaware</u> <input type="checkbox"/> Corporation      Citizenship _____ <input type="checkbox"/> Other _____      Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance /Execution Date(s) :</b> Execution Date(s) _____ <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> _____ _____ _____	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: _____ Internal Address: _____ _____ Street Address: _____ _____ City: _____ State: _____      Zip: _____ Phone Number: _____ Fax Number: _____ Email Address: _____	<b>6. Total number of applications and registrations involved:</b> <input style="width: 50px;" type="text"/> <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
<b>8. Payment Information:</b> Deposit Account Number _____ Authorized User Name _____	
<b>9. Signature:</b> _____ <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div> _____ Name of Person Signing	
Total number of pages including cover sheet, attachments, and document: <input style="width: 50px;" type="text"/>	

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



**SECRETARY OF STATE  
STATE OF CALIFORNIA**

**UCC Amendment Acknowledgement**

02/24/2009

Page 1 of 1

CRYOPORT SYSTEMS, INC.  
20382 BARENTS SEA CIRCLE  
LAKE FOREST CA 92630

Filing Fee: \$5.00  
Total Fee: \$5.00

The California Secretary of State's Office has received and filed your document. The information stated below reflects the data that was indexed in our system. Please review the information for accuracy. Included is an image of the filed document to assist you in your review. If you find a potential error, please notify the UCC Section at the number listed below at your earliest convenience.

Amendment Type: **Amendment**

File Date: **02/24/2009**

File Time: **12:48**

Amendment Filing #: **09-71886460**

Original Filing Number: **07-7131598738**

Lapse Date: **10/03/2012**

Filing by the Secretary of State is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If this filing is challenged, the Secretary of State does not guarantee that the filing is legally sufficient to secure priority under UCC ARTICLE 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.

### UCC FINANCING STATEMENT AMENDMENT

**FOLLOW INSTRUCTIONS (front and back) CAREFULLY**

**A. NAME & PHONE OF CONTACT AT FILER [optional]**  
 949-470-2300

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**  
 CryoPort Systems, Inc.  
 20382 Barents Sea Circle  
 Lake Forest, CA 92630  
 USA

**DOCUMENT NUMBER:** 20168680002  
**FILING NUMBER:** 09-71886450  
**FILING DATE:** 02/24/2009 12:48  
**IMAGE GENERATED ELECTRONICALLY FOR WEB FILING**  
**THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

**1a. INITIAL FINANCING STATEMENT FILE #**  
 07-7131598738

**1b.**  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

**2.**  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.

**3.**  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

**4.**  **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

**5. AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

**CHANGE** name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  **DELETE** name: Give record name to be deleted in item 6a or 6b.  **ADD** name: Complete item 7a or 7b, and also item 7c

**6. CURRENT RECORD INFORMATION:**

**6a. ORGANIZATION'S NAME**

**OR** **6b. INDIVIDUAL'S LAST NAME** **FIRST NAME** **MIDDLE NAME** **SUFFIX**

**7. CHANGED (NEW) OR ADDED INFORMATION:**

**7a. ORGANIZATION'S NAME**

**OR** **7b. INDIVIDUAL'S LAST NAME** **FIRST NAME** **MIDDLE NAME** **SUFFIX**

**7c. MAILING ADDRESS** **CITY** **STATE** **POSTAL CODE** **COUNTRY**

<b>7d. SEE INSTRUCTIONS</b>	<b>ADD'L DEBTOR INFO</b>	<b>7e. TYPE OF ORGANIZATION</b>	<b>7f. JURISDICTION OF ORGANIZATION</b>	<b>7g. ORGANIZATIONAL ID#, if any</b> <input type="checkbox"/> NONE
-----------------------------	--------------------------	---------------------------------	---	--

**8. AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

See Attachment(s)

**9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this amendment.

**a. ORGANIZATION'S NAME**  
 CRYOPORT SYSTEMS, INC.

**OR** **b. INDIVIDUAL'S LAST NAME** **FIRST NAME** **MIDDLE NAME** **SUFFIX**

**10. OPTIONAL FILER REFERENCE DATA**

FILING OFFICE COPY

**EXHIBIT A**

Debtor: CryoPort, Systems Inc., a California corporation

Secured Parties: BridgePointe Master Funding Ltd.  
Enable Growth Partners LP  
Enable Opportunity Partners LP  
Pierce Diversified Strategy Master Fund LLC, Ena

Additional Covenants to the Security Agreement. For purposes hereof, "Security Agreement" shall mean the Security Agreement by and between the parties dated on or about September 27, 2007. A new subsection "(qq)" shall be added to the Security Agreement (as defined below) immediately following subsection (pp) of Section 4 thereof, as follows:

*"(qq) The Debtors agree to abide by the following covenants. Such covenants will remain effective so long as any Obligations (as defined herein) remain outstanding:*

*The Debtors each agree, as soon as possible but in any event by not later than March 6, 2009, and failure to do so will constitute a default of this Security Agreement and a default and acceleration of the Debentures:*

*(i) to cause the security interests contemplated by this Security Agreement with respect to all Intellectual Property registered at the United States Copyright Office or United States Patent and Trademark Office or any foreign patent or trademark office to be duly recorded at the applicable office,*

*(ii) to prepare and record an appropriate Assignment for Security in the United States Patent and Trademark Office and the United States Copyright Office and any applicable foreign patent or trademark office, with respect to any Intellectual Property of the Company currently existing and not covered by an appropriate Assignment for Security,*

*(iii) to give the Secured Parties notice whenever it acquires (whether absolutely or by license) or creates any additional material Intellectual Property, and*

*(iv) after acquiring any additional material Intellectual Property, to make any and all of the applicable filings and assignments required in subsections (i) or (ii) above within fifteen (15) days of such acquisition.*

*The term "Intellectual Property" shall expressly include, but is not limited to, the following patents and trademarks registered with the United States Patent and Trademark Office in the name of Cryoport Systems, Inc.:*

**TRADEMARK**

**REEL: 003945 FRAME: 0479**



<i>Type:</i>	<i>No.</i>	<i>Issued</i>	<i>Expiration</i>
<i>Patent</i>	<i>6,467,642</i>	<i>Oct. 22, 2002</i>	<i>Oct. 21, 2022</i>
<i>Patent</i>	<i>6,119,465</i>	<i>Sep. 19, 2000</i>	<i>Sep. 18, 2020</i>
<i>Patent</i>	<i>6,539,726</i>	<i>Apr. 1, 2003</i>	<i>Mar 31, 2023</i>
<i>Trademark</i>	<i>7,583,478,7</i>	<i>Oct. 9, 2002</i>	<i>Oct. 8, 2012</i>
<i>Trademark</i>	<i>7,586,797,8</i>	<i>Apr. 16, 2002</i>	<i>Apr. 16, 2012</i>
<i>Trademark</i>	<i>7,748,667,3</i>	<i>Feb. 3, 2009</i>	<i>Feb. 3, 2019</i>

*In the event that any of the Debtors fail to comply with any of the covenants set forth in this subsection 4(qq) above (a "Covenant Failure"), such failure shall constitute an Event of Default under the September 2007 Debenture and the May 2008 Debenture (as each such term is defined in the Amendment to Debentures and Warrants, Agreement and Waiver by and between the Company, the Debtors and the Secured Parties, dated on or about February 19, 2009). The Company shall notify the Secured Parties within five (5) business days of the Company's knowledge of any Covenant Failure, provided that, the Company shall not provide the Secured Parties with notification of any Covenant Failure if any Secured Parties has requested not to be provided with such information for a specified period of time. In the event that the Company notifies the Secured Parties of Covenant Failure, then, the Company shall publicly disclose such Covenant Failure on a Form 8-K within five (5) business days of such disclosure to debt holders, or as otherwise required by the rules of the Securities Exchange Commission."*

TRADEMARK

REEL: 003945 FRAME: 0480

## STATE OF NEVADA



**ROSS MILLER**  
Secretary of State

**SCOTT W. ANDERSON**  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

## Filing Acknowledgement

February 26, 2009

**Job Number**

U20090226-0100

**Initial Filing Number**

2007032815-1

**Filing Description**

Amendment

**Document Filing Number**

2009005000-5

**Date/Time of Filing**

02-26-2009 04:59 PM

**Debtors**

CRYOPORT, INC.  
20382 BARENTS SEA CIRCLE  
LAKE FOREST CA 92630 USA

**Secured Parties**

BRIDGEPOINTE MASTER FUND LTD.  
1120 SANCTUARY PARKWAY, SUITE  
325  
ALPHARETTA GA 30004 USA  
ENABLE GROWTH PARTNERS LP  
ONE FERRY BUILDING, SUITE 255  
SAN FRANCISCO CA 94111 USA  
ENABLE OPPORTUNITY PARTNERS  
LP  
ONE FERRY BUILDING, SUITE 255  
SAN FRANCISCO CA 94111 USA  
PIERCE DIVERSIFIED STRATEGY  
MASTER FUND LLC, ENA  
ONE FERRY BUILDING, SUITE 255-  
SAN FRANCISCO CA 94111 USA

The attached document(s) were filed with the Nevada Secretary of State, Uniform Commercial Code Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Nevada Secretary of State  
Tracy Gillespie  
Filing Officer

**UCC DIVISION:**  
Tracy Gillespie, Supervisor  
200 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-5630

**TRADEMARK**  
**REEL: 003945 FRAME: 0481**

### UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
**Gary Curtis Cannon, Attorney at Law, (858) 391-9083**

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Gary Curtis Cannon  
 Attorney at Law  
 11497 Tree Hollow Lane  
 San Diego, CA 92128-5287

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>2009005000-5</b>
	Filing Date and Time <b>02/26/2009 4:59 PM</b>

THIS ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
**2007032815-1**

1b. THIS FINANCING STATEMENT AMENDMENT is to be filed (per record) (or received) in the REAL ESTATE RECORDS.

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing the Termination Statement.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT (all or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

**CHANGE name and/or address:** Please refer to the detailed instructions regarding the change of name and address of a party.  
 **DELETE name:** Give record name to be deleted in item 6a or 6b.  
 **ADD name:** Complete item 7a or 7b, and also item 7c; also complete item 7d or 7e if applicable.

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME  
**CryoPort, Inc.**

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

7d. BUSINESS TYPE	ADDL. PHONE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID#, if any
-------------------	---------------------------------	--------------------------	----------------------------------	--------------------------------

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral  deleted or  added, or give address  updated collateral description, or describe collateral  assigned.

See Attached Exhibit "A"

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
**CryoPort, Inc.**

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

**CryoPort, Inc. Patents and Trademarks**

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

**EXHIBIT A**

Debtor: CryoPort, Inc., a Nevada corporation

Secured Parties: BridgePointe Master Funding Ltd.  
Enable Growth Partners LP  
Enable Opportunity Partners LP  
Pierce Diversified Strategy Master Fund LLC, Ena

**Additional Covenants to the Security Agreement.** For purposes hereof, "**Security Agreement**" shall mean the Security Agreement by and between the parties dated on or about September 27, 2007. A new subsection "(qq)" shall be added to the Security Agreement (as defined below) immediately following subsection (pp) of Section 4 thereof, as follows:

*"(qq) The Debtors agree to abide by the following covenants. Such covenants will remain effective so long as any Obligations (as defined herein) remain outstanding:*

*The Debtors each agree, as soon as possible but in any event by not later than March 6, 2009, and failure to do so will constitute a default of this Security Agreement and a default and acceleration of the Debentures:*

*(i) to cause the security interests contemplated by this Security Agreement with respect to all Intellectual Property registered at the United States Copyright Office or United States Patent and Trademark Office or any foreign patent or trademark office to be duly recorded at the applicable office,*

*(ii) to prepare and record an appropriate Assignment for Security in the United States Patent and Trademark Office and the United States Copyright Office and any applicable foreign patent or trademark office, with respect to any Intellectual Property of the Company currently existing and not covered by an appropriate Assignment for Security,*

*(iii) to give the Secured Parties notice whenever it acquires (whether absolutely or by license) or creates any additional material Intellectual Property, and*

*(iv) after acquiring any additional material Intellectual Property, to make any and all of the applicable filings and assignments required in subsections (i) or (ii) above within fifteen (15) days of such acquisition.*

*The term "Intellectual Property" shall expressly include, but is not limited to, the following patents and trademarks registered with the United States Patent and Trademark Office in the name of Cryoport Systems, Inc.:*

TRADEMARK

REEL: 003945 FRAME: 0483

Type:	No.	Issued	Expiration
Patent	6,119,643	Oct. 27, 2000	Oct. 27, 2020
Patent	6,119,465	Sep. 19, 2000	Sep. 18, 2020
Patent	6,450,720	Apr. 7, 2003	Mar. 31, 2023
Trademark	7,583,478.7	Oct. 9, 2002	Oct. 8, 2012
Trademark	7,586,797.8	Apr. 16, 2002	Apr. 16, 2012
Trademark	7,586,797.8	Jan. 3, 2009	Feb. 3, 2019

*In the event that any of the Debtors fail to comply with any of the covenants set forth in this subsection 4(qq) above (a "Covenant Failure"), such failure shall constitute an Event of Default under the September 2007 Debenture and the May 2008 Debenture (as each such term is defined in the Amendment to Debentures and Warrants, Agreement and Waiver by and between the Company, the Debtors and the Secured Parties, dated on or about February 19, 2009). The Company shall notify the Secured Parties within five (5) business days of the Company's knowledge of any Covenant Failure, provided that, the Company shall not provide the Secured Parties with notification of any Covenant Failure if any Secured Parties has requested not to be provided with such information for a specified period of time. In the event that the Company notifies the Secured Parties of Covenant Failure, then, the Company shall publicly disclose such Covenant Failure on a Form 8-K within five (5) business days of such disclosure to debt holders, or as otherwise required by the rules of the Securities Exchange Commission."*