

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CryoPort, Inc.		03/17/2009	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

Name:	BridgePointe Master Fund Ltd.
Street Address:	1120 Sanctuary Parkway, Ste. 325
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30007
Entity Type:	CORPORATION: CAYMAN ISLANDS

Name:	Enable Growth Partners LP
Street Address:	One Ferry Building, Ste. 255
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Enable Opportunity Partners LP
Street Address:	One Ferry Building, Ste. 255
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Pierce Diversified Strategy Master Fund LLC, Ena
Street Address:	One Ferry Building, Ste. 255
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111

OP \$40.00 77374541

Entity Type: LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77374541	CRYOPORT EXPRESS

CORRESPONDENCE DATA

Fax Number: (949)470-2306  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 9494702300  
Email: dkelly@cryoport.com  
Correspondent Name: Dee Kelly, CryoPort, Inc.  
Address Line 1: 20382 Barents Sea Circle  
Address Line 4: Lake Forest, CALIFORNIA 92630

NAME OF SUBMITTER:	Dee S. Kelly
Signature:	/Dee S. Kelly/
Date:	04/13/2009

Total Attachments: 6  
source=California acknowledgement#page1.tif  
source=CA UCC Amendmt for Cryoport Express#page1.tif  
source=NV UCC Amendmt for Cryoport Express for USPTO#page1.tif  
source=NV UCC Amendmt for Cryoport Express for USPTO#page2.tif  
source=EXHIBIT A ucc filings April-09#page1.tif  
source=EXHIBIT A ucc filings April-09#page2.tif



SECRETARY OF STATE  
STATE OF CALIFORNIA

**UCC Amendment Acknowledgement**

04/10/2009

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: **04/10/2009**

File Time: **14:01**

Amendment Filing #: **09-71932439**

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

<b>A. NAME &amp; PHONE OF CONTACT AT FILER [optional]</b> 949-470-2300
---

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

DOCUMENT NUMBER: 20676990002  
FILING NUMBER: 09-71932439  
FILING DATE: 04/10/2009 14:01  
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

<b>1a. INITIAL FINANCING STATEMENT FILE #</b> 07-7131598738
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<b>1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.</b>
--

<b>2. <input type="checkbox"/> TERMINATION:</b> Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.
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<b>3. <input type="checkbox"/> CONTINUATION:</b> 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.
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<b>4. <input type="checkbox"/> ASSIGNMENT (full or partial):</b> 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.
---

<b>5. AMENDMENT (PARTY INFORMATION):</b> This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> 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. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c
---

<b>6. CURRENT RECORD INFORMATION:</b>					
6a. ORGANIZATION'S NAME					
OR	6b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX

<b>7. CHANGED (NEW) OR ADDED INFORMATION:</b>					
7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX

<b>7c. MAILING ADDRESS</b>		<b>CITY</b>		<b>STATE</b>	<b>POSTAL CODE</b>	<b>COUNTRY</b>
<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		

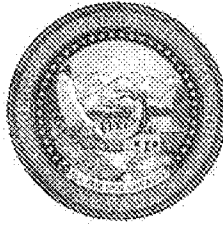
<b>8. AMENDMENT (COLLATERAL CHANGE):</b> check only one box. Describe collateral <input type="checkbox"/> deleted or <input checked="" type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.  United States Trademark "Cryoport Express"; Reg. No. 3,589,928; Registered Mar. 17, 2009
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<b>9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT</b> (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 <input checked="" type="checkbox"/> and enter name of DEBTOR authorizing this amendment.					
OR	a. ORGANIZATION'S NAME CRYOPORT SYSTEMS, INC.		FIRST NAME	MIDDLE NAME	SUFFIX
	b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX

<b>10. OPTIONAL FILER REFERENCE DATA</b>
--

FILING OFFICE COPY

STATE OF NEVADA



ROSS MILLER  
Secretary of State

SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Filing Acknowledgement

April 10, 2009

**Job Number**  
U20090410-0141

**Initial Filing Number**  
2007032815-1

**Filing Description**  
Amendment

**Document Filing Number**  
2009009216-6

**Date/Time of Filing**  
04-10-2009 01:44 PM

**Debtors**

CRYOPOINT, 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  
Electronic Filing  
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: 003969 FRAME: 0473**

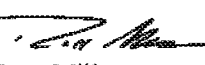
# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DEE KELLY  
CRYOPORT, INC.  
20322 BARENTS SEA CIRCLE  
LAKE FOREST, CA 92640

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>200909216-6</b> Filing Date and Time <b>04/10/2009 1:44 PM</b>
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(This document was filed electronically.)  
**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1a. INITIAL FINANCING STATEMENT FILE #  
2007032815-1

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 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 (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 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 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, also amend items 7e-7g if applicable.

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

7d. SEE INSTRUCTIONS 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 entire  stated collateral description, or describe collateral  assigned.  
UNITED STATES TRADEMARK "CRYOPORT EXPRESS"; REG. NO. 3,589,928; REGISTERED MAR. 17, 2009

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. TRADEMARK REG. NO. 3,589,928

**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.:*

<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."*