

REGISTRATION NO. 333-_____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

CRYO-CELL INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

DELAWARE

22-3023093

(State or other jurisdiction of incorporation or organization)

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

DANIEL RICHARD, CHIEF EXECUTIVE OFFICER
604 PACKARD COURT
SAFETY HARBOR, FL 34695
(813) 938-3114

(Address of Registrant's principal executive offices, including zip code)

ADVISOR COMPENSATION PLAN
(Full title of the Plan)

MARK RICHARD, ESQUIRE
304 PALERMO AVENUE
CORAL GABLES, FL 33134
(305) 443-5125

(Name, Address and telephone number of agent for service)

Approximate Date of Proposed Sale to the Public:
As soon as practicable after this Registration Statement becomes effective.

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
Common Stock, \$0.01 Par Value(1)	25,000 (1)	\$4.8750 (2)	\$121,875	\$36.93

(1) Includes 25,000 shares of common stock, issuable for counseling and advisory services to Mark Richard.

(2) The registration fee is based upon the exercise price of the options at \$4.8750 per share calculated pursuant to Rule 457.

<TABLE>
<CAPTION>

CRYO-CELL INTERNATIONAL, INC.

CROSS REFERENCE SHEET REQUIRED BY ITEM 501 (b) OF REGULATION S-K

FORM S-8 ITEM NUMBER AND CAPTION	CAPTION IN PROSPECTUS
<S> <C> 1. Forepart of Registration Statement and Outside Front Cover Page of Prospectus	<C> Facing Page of Registration Statement and Cover Page of Prospectus
2. Inside Front and Outside Back Cover Pages of Prospectus Cover	Inside Cover Page of Prospectus and Outside Page of Prospectus
3. Summary Information, Risk Factors and Ratio of Earnings to Fixed Charges	Not Applicable
4. Use of Proceeds	Not Applicable
5. Determination of Offering Price	Not Applicable
6. Dilution	Not Applicable

7. Selling Security Holders	Sales by Selling Security Holder
8. Plan of Distribution	Cover Page of Prospectus and Sales by Selling Security Holder
9. Description of Securities to be Registered	Description of Securities
10. Interests of Named Experts and Counsel	Legal Matters
11. Material Changes	Not Applicable
12. Incorporation of Certain Position on Indemnification for Securities Act Liabilities	Incorporation of Certain Documents by Reference
13. Disclosure of Commission Position on Indemnification for Securities Act Liabilities	Indemnification of Directors and Officers; Undertakings

DATED: JUNE 16, 1997

</TABLE>

PART II

Item 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The Registrant incorporates the following documents by reference in the registration statement:

The Company's Annual Report on Form 10-KSB filed for the year ended November 30, 1996 and the Company's Quarterly Reports on Forms 10-QSB for the quarter ended February 28, 1997, and description of the Company's Common Stock contained in the Company's Form 8-A dated February 4, 1994.

All other documents filed in the future by Registrant after the date of this Registration Statement, under Section 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment to this Registration Statement which deregisters the securities covered hereunder which remain unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Item 4. DESCRIPTION OF SECURITIES.

The class of securities to be offered is registered under Section 12 (g) of the Securities Exchange Act of 1934, as amended. A description of the Registrant's securities is set forth in the Prospectus incorporated as a part of this Registration Statement.

Item 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

None.

Item 6. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Company's Bylaws and the Delaware General Corporation Law provide for indemnification of directors and officers against certain liabilities. Officers and directors of the Company are indemnified generally against expenses actually and reasonably incurred in connection with proceedings, whether civil or criminal, provided that it is determined that they acted in good faith, were not found guilty, and, in any criminal matter, had reasonable cause to believe that their conduct was not unlawful.

The Company's Certificate of Incorporation further provides that a director of the Company shall not be personally liable for monetary damages to the company or its shareholders for breach of any fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Company or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for the unlawful payments of dividends or stock redemption by the Company or (iv) for any transaction from which the director derives an improper personal benefit.

Item 7. EXEMPTION FROM REGISTRATION CLAIMED

Inasmuch as the consultant who received the Options of the Registrant was knowledgeable, sophisticated and had access to comprehensive information relevant to the Registrant, such transaction was undertaken in reliance on the exemption from registration provided by Section 4(2) of the Act.

Item 8. EXHIBITS

- 4 Retainer Agreement with Mark Richard.
- 5 Opinion of Mark Richard, consent included, relating to the issuance of

the shares of securities pursuant to the Retainer Agreement.

23.1 Consent of Mirsky, Furst & Associates, P.A.

Item 9. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or 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;
- (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, including (but not limited to) any addition or election of a managing underwriter.

(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 herein, and the offering of such securities offered 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 of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange of 1934) 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 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 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 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 that 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 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 to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Safety Harbor, State of Florida, on June 16, 1997.

CRYO-CELL INTERNATIONAL, INC.

By: /s/ DANIEL D. RICHARD

Daniel Richard, Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on and on the date indicated.

/s/ DANIEL D. RICHARD

Daniel Richard, Chief Executive Officer

/s/ BRIAN K. BURKE

Brian K. Burke, Chief Financial Officer

/s/ LEONARD GREEN

Leonard Green, Director

/s/ WILLIAM C. HARDY

William C. Hardy, Director

/s/ FRANK HENDRICKS

Frank Hendricks, Director

/s/ ED MODZELEWSKI

Ed Modzelewski, Director

/s/ FREDERICK C.S. WILHELM

Frederick C.S. Wilhelm, Director

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement"), made and entered into effective as of this 1st day of February, 1997, is by and between Mark Richard, Esq. (hereinafter referred to as "MR. RICHARD") and CRYO-CELL INTERNATIONAL, INC. (hereinafter referred to as "CCEL").

RECITALS:

WHEREAS, CCEL is a corporation duly organized under the laws of the State of Delaware and is presently in existence and in good standing; and

WHEREAS, MR. RICHARD is willing to be retained by CCEL, and CCEL is willing to retain MR. RICHARD, on the terms, covenants, and conditions hereinafter set forth; and

NOW, THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration the parties hereby agree as follows:

SECTION I

NATURE OF SERVICES

CCEL does hereby retain MR. RICHARD as counsel to assist, monitor and appear in CCEL's lawsuit against the University of Arizona and other defendants in the Superior Court of the State of California for the County of San Francisco, Case No. 979624 (hereinafter referred to as the "litigation"). MR. RICHARD does hereby accept and agree to such engagement.

SECTION II

COMPENSATION

CCEL shall grant to MR. RICHARD and MR. RICHARD agrees to accept from CCEL, as full compensation for MR. RICHARD's services under this Agreement, a stock option for the purchase of twenty-five thousand (25,000) shares of CCEL common stock. The price to exercise

this option shall be 4 7/8. This stock option shall expire five (5) years from the date of this Agreement. Further, MR. RICHARD shall be reimbursed by CCEL for all reasonable out of pocket expenses incurred by MR. RICHARD in connection with the performance of his services under this Agreement.

SECTION III

REGISTRATION RIGHTS

The stock option granted to MR. RICHARD pursuant to this Agreement shall be included in a Form S-8 Registration Statement filed by CCEL immediately after issuance of the option under the Securities Act of 1933, as amended (the "Act"), and MR. RICHARD shall be entitled to sell the shares issuable upon the exercise of said option pursuant to such Registration Statement.

SECTION IV

REGISTRATION PROCEDURES

CCEL shall cause the shares issuable upon exercise of the option to be registered under the Act pursuant to the Registration Statement referred to above. CCEL shall use its best efforts to cause the Registration Statement to be declared effective by the Securities and Exchange Commission as soon as possible. CCEL shall take all other action necessary under any federal or state law or regulation to permit the shares to be sold or otherwise disposed of.

SECTION V

WAIVER OR MODIFICATION INEFFECTIVE

UNLESS IN WRITING

It is further agreed that no waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged with it and that no evidence of any waiver or modification shall be offered or received in evidence

in any proceeding, between the parties hereto arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

SECTION VI

STATE OF FLORIDA

The parties hereto agree that it is their intention and covenant that this agreement, performance and proceedings hereunder be construed in accordance with and under the laws of the State of Florida.

SECTION VII

SEVERABILITY

If any part, portion or term of this agreement is declared invalid or unenforceable, all remaining parts, portions or terms shall remain in effect and binding upon the parties.

SECTION VII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties oral or written pertaining to the subject matter hereof are hereby superseded and merged herein.

SECTION XI

ARBITRATION

Any and all disputes, breaches, or controversies of any nature arising under this agreement shall be resolved through final and binding arbitration before the American Arbitration Association in Dade County, Florida.

IN WITNESS WHEREOF, this agreement has been executed by the parties on the day and year first above written.

Cryo-Cell International, Inc.

Mark Richard

By: /s/WILLIAM C. HARDY

/s/ MARK RICHARD

William C. Hardy, President

Mark Richard

March 5, 1997

Securities and Exchange Commission
450 Fifth Street, N.W.
Judiciary Plaza

Washington, D.C. 20549

Re: CRYO-CELL INTERNATIONAL, INC.

Ladies and Gentlemen:

This office represents CRYO-CELL INTERNATIONAL, INC., a Delaware corporation (the "Registrant") in connection with the Registrant's Registration Statement on Form S-8 under the Securities Act of 1933 (the "Registration Statement"), which relates to the registration of a total of 25,000 shares of the Registrant's Common Stock issuable upon exercise of options issued to Mark Richard for performance of certain legal representation, advisory and counseling services (the "Registered Securities"). In connection with our representation, we have examined such documents and undertaken such further inquiry as we consider necessary for rendering the opinion hereinafter set forth.

Based upon the foregoing, it is our opinion that the Registered Securities, when sold as set forth in the Registration Statement, will be legally issued, fully paid and nonassessable.

We acknowledge that we are referred to under the heading "Legal Matters" in the Prospectus which is a part of the Registrant's Form S-8 Registration Statement relating to the Registered Securities, and we hereby consent to such use of our name in such Registration Statement and to the filing of this opinion as Exhibit 5 to the Registration Statement and with such state regulatory agencies in such states as may require such filing in connection with the registration of the Registered Securities for offer and sale in such states.

Richard Legal Plan, P.A.

By: /s/ MARK RICHARD

MIRSKY, FURST & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS
201 MAIN STREET
FORT LEE, NEW JERSEY 07024

ROBERT MIRSKY, CPA	(201) 947-2186
MARVIN FURST, CPA	(212) 889-3410
ALAN P. KURINOVICH, CPA	FAX (201) 947-6629

TO: Board of Directors
CRYO-CELL International, Inc.
604 Packard Court
Safety Harbor, Florida 34695

RE: Consent to Use Opinion

We hereby consent to the use of our opinion (dated February 3, 1996 from the Form 10-KSB for the fiscal year end November 30, 1996) as herein described.

This consent is in connection with the registration under the Securities Act of 1993; as amended, of 25,000 shares of your Common Stock issued pursuant to options which have been granted under Agreements for Counseling and Advisory Services.

MIRSKY, FURST & ASSOCIATES, P.A.

Fort Lee, New Jersey
April 22, 1997