

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

22-302-3093

(State or other jurisdiction of
incorporation or organization)

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

DANIEL RICHARD, CHIEF EXECUTIVE OFFICER
3165 MCMULLEN BOOTH ROAD, BUILDING #5
CLEARWATER, FL 33761
(813) 723-0333

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

ADVISOR COMPENSATION PLAN

(Full title of the Plan)

MARK RICHARD, ESQUIRE
6950 N. KENDALL DRIVE
MIAMI, FL 33156
(305) 662-5700

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

COPIES TO:
Lawrence W. Horwitz, Esq.
Horwitz & Beam
Two Venture Plaza, Suite 350
Irvine, CA 92618

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)	\$2.94(2)	\$73,500	\$21.68

(1) Includes 25,000 shares of common stock, issuable for counseling and advisory services to Horwitz & Beam.

(2) The registration fee is based upon the exercise price of the options at \$2.94 per share calculated pursuant to Rule 457(c).

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

FORM S-8 ITEM NUMBER AND CAPTION	CAPTION IN PROSPECTUS
1. Forepart of Registration Statement and Outside Front Cover Page of Prospectus	Facing Page of Registration Statement and Cover Page of Prospectus
2. Inside Front and Outside Back Cover Pages of Prospectus	Inside Cover Page of Prospectus and Outside Cover 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 Information by Reference	Incorporation of Certain Documents by Reference
13. Disclosure of Commission Position on Indemnification for Securities Act Liabilities	Indemnification of Directors and Officers; Undertakings

DATED: MAY 28, 1998

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, 1997 and the Company's Quarterly Report on Form 10-QSB for the quarter ended February 28, 1998; 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

Not applicable.

Item 8. EXHIBITS

- 4.1 Retainer Agreement with Horwitz & Beam.
- 4.2 Amendment to Retainer Agreement with Horwitz & Beam.
- 5 Opinion of Horwitz & Beam, consent included, relating to the issuance of the shares of securities pursuant to the Retainer Agreement.
- 23.1 Consent of Horwitz & Beam.
- 23.2 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 therein, 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 Act 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 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 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 Clearwater, State of Florida, on May 28, 1998.

CRYO-CELL INTERNATIONAL, INC.

By: /s/ DANIEL D. RICHARD

Daniel D. 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 D. Richard, Chief Executive Officer, Director
Date: MAY 28, 1998

/s/ FRANK W. HENDRICKS

Frank W. Hendricks, Director
Date: MAY 28, 1998

/s/ FREDERICK C.S. WILHELM

Frederick C.S. Wilhelm, Director
Date: MAY 28, 1998

/s/ ED MODZELEWSKI

Ed Modzelewski, Director
Date: MAY 28, 1998

EXHIBIT INDEX

EXHIBIT	DESCRIPTION
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4.1	Retainer Agreement with Horwitz & Beam.
4.2	Amendment to Retainer Agreement with Horwitz & Beam.
5	Opinion of Horwitz & Beam, consent included, relating to the issuance of the shares of securities pursuant to the Retainer Agreement.
23.1	Consent of Horwitz & Beam.
23.2	Consent of Mirsky, Furst & Associates, P.A.

EXHIBIT 4.1
Retainer Agreement

LAW OFFICES OF
HORWITZ & BEAM
TWO VENTURE PLAZA
SUITE 380
IRVINE, CALIFORNIA 92618
(714) 453-0300
(310) 842-8574
FAX: (714) 453-9416

Lawrence W. Horwitz, Esq.
Gregory B. Beam, Esq.
Lawrence R. Bujold, Esq.
Lawrence M. Cron, Esq.
Lynne Bolduc, Esq.
Thomas B. Griffen, Esq.
John J. Isaza, Esq.
Malea M. Farsai, Esq.

June 4, 1996

Mr. Daniel Richard VIA FACSIMILE
Cryo-Cell International, Inc.
8900 Grand Ave.
Baldwin, New York 11510

RE: LEGAL REPRESENTATION

Dear Mr. Richard:

This is to confirm our understanding whereby you have engaged this firm to represent you with respect to the proposed litigation against the University of Arizona and other defendants (hereinafter referred to as the "Matter"). This agreement only pertains to our representation in connection with the Matter. This letter, when signed by you, will constitute the written fee contract required by California law. In connection therewith, our understanding and agreement are as follows:

1. We will undertake to advise you in connection with the Matter and any other matters you ask us to undertake. We will undertake to prepare such documents as may be required to affect the foregoing.
2. There can be no assurances, and we make no guarantees, representations or warranties as to the particular results from our services and the response and timeliness of action by any governmental official or department.
3. You understand that the accuracy and completeness of any document prepared by us is dependent upon your alertness to assure that it contains all material facts which might be important and that such documents must not contain any misrepresentation of a material fact

nor omit information necessary to make the statements therein not misleading. To that end, you agree to review, and confirm to us in writing that you have reviewed, all materials for their accuracy and completeness prior to any use thereof. You also acknowledge that this responsibility continues in the event that the materials become deficient in this regard.

4. We will undertake the representation in connection with the matter in accordance with the following terms:

(a) 16.5% of the aggregate recovery up to the day prior to the commencement of the Mandatory Settlement Conference; this amount shall increase to 20% upon commencement of the Mandatory Settlement Conference; plus

(b) \$100 per hour payable in the form of stock as follows. We will bill you on a monthly basis. You will have 10 days from receipt of this bill to pay it in full, in cash. In the event you do not make such a payment, then we will be obligated to convert the amount owed into free-trading shares issued by Cryo-Cell., Inc pursuant to an S-8 registration statement as free trading shares (the "Compensation Shares"). This amount shall include all attorney's fees and costs contained in our bill. Such conversion shall be at the average closing bid-price during the last 10 trading days for the calendar month during which we present our bill (the "Purchase Price") (i.e.,. if our bill is dated July 17, then it would be the last 10 trading days in July). We agree to not trade any of the Compensation Shares during the 90-day period of time (the "Lock-Up Period") following the date of the bill giving rise to the right to receive the Compensation Shares. Upon the day which constitutes the final day of the Lock-Up Period you shall have an option to acquire for cash any or all of the Compensation Shares at the Purchase Price (the "Option"). In the event the Option is not exercised with the payment of such cash, we will have the right to

trade the Compensation Shares on the public securities markets. We may only receive up to \$250,000 in Compensation Shares as a result of our representation in connection with the Matter. In the event our firm is retained in connection with other litigation arising from the facts of the Matter, then any fees received by our firm shall be used to mitigate the amount owed by Cryo-Cell under this paragraph.

We will bill you monthly with the understanding that, except as set forth otherwise herein, unless otherwise agreed to by us, you will pay the full amount of each statement within ten days after your receipt thereof. Amounts past due for 30 days or more will be charged a finance charge of 10% per annum.

5. Except as set forth above, fees do not include incidental costs and expenses such as copying charges, long distance telephone charges, messenger charges, filing fees, court costs and facsimile charges. The other costs will be billed to you or, in the case of certain expenses such as corporate filing costs, you will be requested to provide such amounts in advance. You agree to pay all expenses advanced by the firm and to provide expenses in advance to the extent requested by the firm.

6. With respect to any new matters, hourly fees do not include incidental costs and expenses such as copying charges, long distance telephone charges, messenger charges, and facsimile charges. These costs will be billed to you on a monthly basis. You agree to pay all

expenses advanced by the firm and to provide expenses in advance to the extent requested by the firm.

7. The firm reserves the right to immediately withdraw its representation in the event that (i) we discover any misrepresentation of information provided to us, or (ii) you and any of your affiliates engage in any conduct or activities contrary to our advice which in our opinion would constitute a violation of applicable law. In the event legal action is required to collect any amounts due hereunder, you agree to pay legal fees and expenses required to collect such amounts.

8. We will consult with you on all major decisions and will attempt to keep you fully informed of the status of the preparation of documents and responses to filings, if any, as well as our recommended strategies. You should feel free to call at any time if you have any questions or wish to discuss any aspect of this matter.

9. You are advised that the Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

10. This Agreement shall be governed by the laws of the State of California and venue for any action hereunder shall be in Orange County, California.

If this letter correctly sets forth your understanding and agreement with respect to the matters mentioned above, please execute and return one copy of this letter.

Very truly yours,

HORWITZ & BEAM

/s/ LAWRENCE W. HORWITZ

Lawrence W. Horwitz

The undersigned hereby confirms and agrees that this letter, executed and effective this 4th day of June, 1996, sets forth my understanding and agreement.

CRYO-CELL INTERNATIONAL, INC.

By: /s/ DANIEL RICHARD

Title: Chief Executive Officer

SSN: 22-302-3093

EXHIBIT 4.2
Amendment to Retainer Agreement

LAW OFFICES OF
HORWITZ & BEAM
TWO VENTURE PLAZA
SUITE 350
IRVINE, CALIFORNIA 92618
(949) 453-0300
(310) 842-8574
FAX: (949) 453-9416

Gregory B. Beam, Esq.
Lawrence W. Horwitz, Esq.
Lawrence M. Cron, Esq.
Lynne Bolduc, Esq.

Malea M. Farsai, Esq.
Ralph R. Loyd, Esq.
Patti L. W. McGlasson, Esq.
Bernard C. Jasper, Esq.
George L. Rogers, Esq.
Of Counsel

May 14, 1998

Mr. Daniel Richard VIA FACSIMILE
Cryo-Cell International, Inc.
8900 Grand Ave.
Baldwin, New York 11510

RE: LEGAL REPRESENTATION

Dear Mr. Richard:

On June 4, 1996, Cryo-Cell International, Inc. (the "Company") entered into a Retainer Agreement with Horwitz & Beam pursuant to which the Company agreed to issue Options to purchase up to \$250,000 of shares of Common Stock of the Company (the "Compensation Shares") in consideration for legal services to be provided to the Company commencing as of the date of the agreement. The term of the Retainer Agreement shall be until either party terminates the agreement. Under the terms of the Retainer Agreement, Horwitz & Beam is to represent, advise, and counsel with the Company concerning proposed litigation by the Company against the University of Arizona and other defendants (the "Matter"). The Company registered 10,000 of the Compensation Shares on Form S-8 filed with the Securities and Exchange Commission (the "Commission"). As of the date hereof, Horwitz & Beam has earned in excess of 10,000 shares of Common Stock of the Company.

The Company wishes to continue the engagement of Horwitz & Beam in the Matter and wishes to continue the engagement under similar payment terms as those set forth above. Therefore, the Company and Horwitz & Beam hereby amend the Retainer Agreement to provide for the registration of Form S-8 of an additional 25,000 Compensation Shares payable to Horwitz & Beam as follows:

(a) 16.5% of the aggregate recovery up to the day prior to the commencement of the Mandatory Settlement Conference; this amount shall increase to 20% upon commencement of the Mandatory Settlement Conference; plus

(b) \$100 per hour payable in the form of stock as follows: Horwitz & Beam will bill the Company on a monthly basis. Immediately upon execution of the bill, Horwitz & Beam shall receive the total amount owed on the bill in the form of shares of Common Stock issued by the Company (the "Compensation Shares"). This amount shall include all attorneys' fees and costs contained in Horwitz & Beam's bill. The conversion rate of the bill into the Compensation Shares shall be at the closing bid-price on the date of the bill (the "Exercise Price"). All Compensation Shares issued for the payment of services shall have a lock-up period of 90 days (the "Lock-Up Period") following the date of the bill giving rise to the right to receive the Compensation Shares. Upon the day which constitutes the final day of the Lock-Up Period, the Company has the right to redeem the Compensation Shares by paying cash for the Compensation Shares at the Exercise Price in \$5,000 increments. In the event the Shares are not redeemed with the payment of such cash, Horwitz & Beam shall have the right to immediately trade the Compensation Shares on the public securities markets. All Compensation Shares issued for the payment of costs shall have no lock-up period and Horwitz & Beam shall have the right to immediately trade such Compensation Shares on the public securities markets. Horwitz & Beam may only receive up to \$250,000 worth of Compensation Shares as a result of its representation in connection with the Matter. In the event Horwitz & Beam is retained in connection with other litigation arising from the facts of the Matter, then any fees received by Horwitz & Beam shall be used to mitigate the amount owed by the Company under this paragraph.

If this letter correctly sets forth your understanding and agreement with respect to the matters mentioned above, please execute and return one copy of

this letter.

Very truly yours,

HORWITZ & BEAM

/s/ LAWRENCE W. HORWITZ

Lawrence W. Horwitz

The undersigned hereby confirms and agrees that this letter, executed and effective this 14th day of May, 1998, sets forth my understanding and agreement.

CRYO-CELL INTERNATIONAL, INC.

BY: /s/ DANIEL D. RICHARD

Title: Chief Executive Officer
SSN: 22-302-3093

EXHIBIT 5
Opinion of Horwitz and Beam

LAW OFFICES OF
HORWITZ & BEAM
TWO VENTURE PLAZA
SUITE 350
IRVINE, CALIFORNIA 92618
(949) 453-0300
(310) 842-8574
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Ralph R. Loyd, Esq.
Patti L. W. McGlasson, Esq.
Bernard C. Jasper, Esq.
George L. Rogers, Esq.
Of Counsel

May 14, 1998

Securities and Exchange Commission
450 Fifth Street, N.W.
Judiciary Plaza
Washington, DC 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 Horwitz & Beam 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.

HORWITZ & BEAM

/s/ Horwitz & Beam

EXHIBIT 23.1
Consent of Horwitz & Beam

CONSENT OF HORWITZ & BEAM

We hereby consent to the use in the Prospectus constituting part of the Registration Statement on Form S-8 of our opinion dated May 14, 1998 relating to the registration of the Securities, as therein defined, of CRYO-CELL INTERNATIONAL, INC., a Delaware corporation, which is attached as Exhibit 5 therein.

Dated: May 14, 1998

HORWITZ & BEAM, INC.,
a California corporation

By: /s/ LAWRENCE W. HORWITZ

Lawrence W. Horwitz
Its: Vice President

EXHIBIT 23.2
Consent of Mirsky, Furst & Associates, P.A.

CONSENT OF
MIRSKY, FURST & ASSOCIATES, P.A.

We hereby consent to the incorporation by reference in this Prospectus constituting part of the Registration Statement of Form S-8 of our reports appearing in the CRYO-CELL INTERNATIONAL, INC., a Delaware corporation, Form 10-KSB filed for the year ended November 30, 1997; and the Quarterly Report on Form 10-QSB for the quarter ended February 28, 1998.

Dated: May 27, 1998

/s/ MIRSKY, FURST & ASSOCIATES, P.A.

MIRSKY, FURST & ASSOCIATES, P.A.