

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
(State or other jurisdiction of
incorporation or organization)

22-302-3093
(I.R.S. Employer Identification No.)

3165 McMullen Booth Road, Building #5
Clearwater, FL 33761
(727) 723-0333
(Address of Registrant's principal executive offices, including zip code)

ADVISOR COMPENSATION PLAN
(Full title of the Plan)

Daniel Richard, Chief Executive Officer
3165 McMullen Booth Road, Building #5
Clearwater, FL 33761
(727) 723-0333
(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

<TABLE>
<CAPTION>

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
<S> Common Stock, \$0.01 Par Value (1)	<C> 200,000 (1)	<C> \$1.00 (2)	<C> \$200,000	<C> \$60.60

<FN>

- (1) Includes 200,000 shares of common stock, issuable for investor relation services to Saggi Capital Corp.
(2) The registration fee is based upon the exercise price of the options at \$1.00 per share calculated pursuant to Rule 457(c).

</FN>
</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, 1997 and all of the Company's Quarterly Reports on Form 10-QSB for the quarters ended February 28, 1998, May 31, 1998 and August 31, 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.

Shares of Common Stock share equally in dividends, when and if declared, and share ratably in net assets upon liquidation. There are no redemption rights nor are there any pre-emptive rights. Each share has one vote and there is no cumulative voting. Further, each outstanding share is, and each share to be issued will be, fully paid and non-assessable.

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.

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Item 8. EXHIBITS

The following is a list of exhibits filed as part of the Registration Statement:

- 4.1 Investor Relations Agreement with Saggi Capital Corp.
- 4.2 Stock Option Agreement.
- 5 Opinion of Gerald A. Kaufman.
- 23.1 Consent of Gerald A. Kaufman (included in 5 above).
- 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.

(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.

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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 November 19, 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: NOVEMBER 19, 1998

/s/ GERALD F. MAASS

Gerald F. Maass, Executive V.P., General Manager, Director

Date: NOVEMBER 19, 1998

/s/ JILL M. TAYMANS

Jill M. Taymans, Chief Financial Officer

Date: NOVEMBER 19, 1998

/s/ FREDERICK C.S. WILHELM

Frederick C.S. Wilhelm, Director

Date: NOVEMBER 19, 1998

/s/ ED MODZELEWSKI

Ed Modzelewski, Director

INDEX TO EXHIBITS

Exhibit Number	Description	Pages
4.1	Investor Relations Agreement with Saggi Capital Corp.	S6
4.2	Option Agreement with Saggi Capital Corp.	S9
5	Opinion of Gerald A. Kaufman	S10
23.1	Consent of Counsel	See Exhibit 5
23.2	Consent of Mirsky, Furst & Associates, P.A.	S12

SAGGI CAPITAL CORP.
575 LEXINGTON AVENUE
NEW YORK, NY 10022

INVESTOR RELATIONS AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made this 5th day of November, 1998, by and between Saggi Capital Corp. (the "Consultant") whose principal place of business is 575 Lexington Avenue, New York, NY 10022 and CRYO-CELL International, Inc. a Delaware Corporation (the "Client") whose principal place of business is 3165 McMullen Booth Road, Clearwater, Florida 33761.

WHEREAS, the Consultant is willing and capable of providing various business consulting and investor relations services for and on behalf of the Client and developing corporate opportunities for the Client.

WHEREAS, the Client wishes to retain the services of the Consultant to perform investor relations for the Client pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Engagement. The Client hereby retains the Consultant, and the Consultant, subject to the provisions of paragraph 4, hereby accepts the engagement, to act for the Company as an investor relations consultant to the Client. It is the intention of the parties to this Agreement that the Consultant will gather all publicly available information of the Client and confer with officers and directors of the Client in an effort to consolidate the information obtained into summary form for dissemination to management and marketing advisory services, including, but not limited to, the preparation, implementation and monitoring of business and marketing plans and such other managerial assistance as Saggi shall deem necessary or appropriate for the Client's business.

The Consultant hereby agrees to devote such time as is necessary to the Client to fulfill the obligations set forth in the Paragraph 1. It is expressly agreed between the parties that the Consultant shall have no fixed or minimum number of hours within which to perform its obligations under this Agreement.

2. Proprietary Information. It is agreed that all information and materials produced for the Client shall be the sole and exclusive property of the Client. All copyright and title of said work shall be the property of the Client, free and clear of all claims thereto by the Consultant, and the Consultant shall retain no claim of authorship therein.

The Consultant acknowledges and agrees that all information received from the Client under this Agreement are exclusive proprietary information and the same shall not be divulged, published or distributed in any manner or form to any third party without any express right or written consent of the Client. This provision may be enforced by the Client by any available remedy, including, without limitation, injunctive relief. The Consultant shall not compete on behalf of any Company which would directly compete with the Company in any areas of true communications industry the Company is marketing into.

The Consultant agreed to perform the work hereunder in the highest professional manner and shall provide all necessary personnel to complete the work in the time and manner reasonable set forth by the Client.

3. Remuneration. In consideration for the services to be provided to the Client by the Consultant under this Agreement, the Client hereby agrees to the payment of remuneration to the Consultant as follows:

(a) The Client agrees to reimburse the Consultant for all travel, entertainment, mailing, printing, postage and all other expenses directly related to the services to be provided expenses in excess of \$100 per occasion shall be pre-approved by the Client. Upon termination, of this Agreement, any continuing obligation under this paragraph shall cease; however any accrued but unpaid expenses due to the Consultant under this subparagraph shall be due and payable within ten (10) days from such date.

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(b) Further, the Company will sell to SAGGI Capital, Inc. 200,000 S-8 warrants exercisable at \$1.00 per share for .001 per warrant, of Client common stock, upon signing of this agreement. Options will expire 90 days from the date of this Agreement. Consultant gives the Company first right to purchase shares at market value within seven (7) days if Consultant decides to sell any or all of the 200,000 shares after exercise.

4. Term. It is agreed between the parties that this Agreement shall expire on the last day of the twelve (12) full months from the date hereof. The Consultant's obligation to provide services hereunder shall commence on the date on which the Consultant receives from the Client the first payment compensation under paragraph 3(b) and the Client has caused to be issued the share certificate referred to in paragraph 3(b) hereof.

5. Miscellaneous Provisions.

(a) This Agreement and the duties and responsibilities created hereby may not be assigned, transferred or delegated by the Consultant without the prior written consent of the Client.

(b) This Agreement shall be interpreted and governed by the laws of the State of New York; all clauses of this Agreement are distinct and severable and if any clause shall be held illegal or void, it shall not affect the validity of legality of the remaining provisions of this Agreement,

(c) No waiver of any breach of any condition herein will constitute a waiver of any subsequent breach of the same or any other condition,

(d) The parties hereto agree to execute such other documents as are necessary to carry out the intent and the spirit of this Agreement,

(e) Subject to the other provisions hereof, the terms and conditions of this Agreement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto,

(f) All services to be provided hereunder shall be performed in the County of New York, State of New York. All payments for services shall be made to the Consultant at its address provided below and shall be deemed received upon their receipt thereof by the Consultant.

(6) Notices. All notices, demands or requests required or authorized hereunder shall be deemed sufficiently given if in writing and sent by registered or certified mail, return receipt requested and postage prepaid, or by telex, telegram or cable to:

Client: CRYO-CELL International, Inc.
3165 McMullen Booth Road
Clearwater, Florida 33761

and if to Consultant: Saggi Capital Corp.
575 Lexington Avenue
New York, NY 10022

(7) Status of the Parties. For the purpose of this Agreement, and the services, duties and responsibilities created hereunder, nothing contained herein shall create an equity or ownership interest of one party in the other, except as otherwise provided herein. It is understood and agreed between the parties that the Consultant is an independent contractor of the Client for the purposes set forth herein.

(8) Entire Agreement. This instrument contains the entire agreement of the parties relating to the subject matter hereof. The parties have made no agreements, representations or warranties relating to the subject matter hereof which are not set forth herein. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONSULTANT:

SAGGI CAPITAL CORP.
BY: /s/ SHARON WILL

Sharon Will, President

CLIENT:

CRYO-CELL International, Inc.
BY: /s/ DANIEL D. RICHARD

Daniel D. Richard, CEO

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S-8 STOCK OPTION AGREEMENT

GRANTEE: Saggi Capital Corp.

ADDRESS: 575 Lexington Avenue
New York, NY 10022

OPTION TO PURCHASE: Two Hundred Thousand (200,000) Shares of
CRYO-CELL International, Inc. COMMON STOCK

EXERCISE PRICE PER SHARE: \$1.00

EXPIRATION DATE: February 5, 1999

CRYO-CELL International, Inc. (CCEL), (the "Grantor"), hereby grants to the above named Grantee an option to purchase shares of its Common Stock at the purchase price above. The grant of option(s) is pursuant to the Investor Relations Agreement, dated November 5, 1998 ("Agreement") and is subject to all terms and conditions agreed upon between the Grantor and Grantee. The price per share and number of shares will adjusted in the event of a stock split, stock dividend, merger or consolidation or other recapitalization.

Unless otherwise provided by rider to the Option Agreement, signed by both the Grantor and the Grantee, this Agreement entitles the Grantee to purchase the stock or any portion thereof within the specified ninety (90) day period. The options granted hereunder shall expire at the end of the ninety day period.

The Grantor will file an SEC form S-8 pertaining to these options. This Option Agreement is not assignable or transferable.

EXECUTED by the Company on this 5th day of November, 1998.

CRYO-CELL INTERNATIONAL, INC.

By: /s/ DANIEL D. RICHARD

Daniel D. Richard, Chairman and
Chief Executive Officer

The holder of this option hereby requests the exercise of this option.

By: _____
Title: _____
Exercise Date: _____

GERALD A. KAUFMAN
ATTORNEY AT LAW
33 WALT WHITMAN ROAD
SUITE 233
HUNTINGTON STATION, NEW YORK 11746

TELEPHONE (516) 271-2055
FAX (516) 271-2488

November 19, 1998

Cryo-Cell International, Inc.
3165 McMullen Booth Road
Clearwater, Florida 33761

RE: REGISTRATION STATEMENT

Gentlemen:

At your request, I have examined the proposed form of Registration Statement which you are filing with the Securities and Exchange Commission, on Form S-8 ("Registration Statement"), in connection with the registration under the Securities Act of 1933, as amended, of 200,000 shares of your Common Stock (the "Stock") issuable pursuant to options which have been granted under an Investor Relations Agreement for Consulting Services (the "Agreement").

In rendering the following opinion, I have examined and relied only upon the documents, certificates of officers and directors of the Company as are specifically described below. In my examination, I have assumed the genuineness of all signatures, the authenticity, accuracy and completeness of the documents submitted to me as originals, and the conformity with the original documents and all documents submitted to me as copies. My examination was limited to the following documents and no others:

1. Certificate of Incorporation of the Company, as amended to date;
2. Bylaws of the Company, as amended to date;
3. The proposed Registration Statement; and
4. The Agreement and the Form of Options

I have not undertaken, nor do I intend to undertake, any independent investigation beyond such documents and records, or to verify the adequacy or accuracy of such documents and records.

Based on the foregoing, it is my opinion that the Stock to be issued under the Agreement and Options, subject to effectiveness of the Registration Statement and compliance with applicable blue sky laws when issued upon exercise of Options granted under the Agreements, will be duly and validly authorized, fully paid and non-assessable.

I express no opinion as to compliance with the securities or "blue sky" laws of any state in which the Stock is proposed to be offered and sold or as to the effect, if any, which non-compliance with such laws might have on the validity of issuance of the Stock.

I consent to the filing of this opinion as an exhibit to any filing made with the Securities and Exchange Commission. Other than as provided in the preceding sentence, this opinion (i) is addressed solely to you, (ii) may not be relied upon by any other party, (iii) covers only matters of New York and federal law and nothing in this opinion shall be deemed to imply any opinion related to the laws of any other jurisdiction, (iv) may not be quoted or reproduced or delivered by you to any other person, and (v) may not be relied upon for any other purpose whatsoever. Nothing herein shall be deemed to relate to or constitute an opinion concerning matters not specifically set forth above.

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Cryo-Cell International, Inc.
November 19, 1998
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By giving you this opinion and consent, I do not admit that I am an expert with respect to any part of the Registration Statement or Prospectus within the meaning of the terms "expert" as used in Section 11 of the Securities Act of 1933, as amended, or the Rules and Regulations of the Securities and Exchange Commission as promulgated thereunder.

The information set forth herein is as of the date of this letter. I disclaim any undertaking to advise you of changes which may be brought to my attention after the effective date of the Registration Statement.

Very truly yours,

/s/ GERALD A. KAUFMAN

Gerald A. Kaufman

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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.

Dated: November 19, 1998

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

MIRSKY, FURST & ASSOCIATES, P.A.