

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 25, 2013

BioDrain Medical, Inc.
(Exact name of Registrant as Specified in its Charter)

Minnesota
(State or Other Jurisdiction of Incorporation)

000-54361
(Commission File Number)

33-1007393
(IRS Employer Identification No.)

2915 Commers Drive, Suite 900
Eagan, Minnesota 55121
(Address of Principal Executive Offices and Zip Code)

(651) 389-4800
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry Into a Material Definitive Agreement.

On April 25, 2013, the Company agreed with Dr. Samuel Herschkowitz, individually and on behalf of his affiliate, Atlantic Partners Alliance, and SOK Partners, LLC ("SOK"), an investment partnership, to amend an existing letter agreement dated August 15, 2012 (the "Letter Agreement") to extend the maturity date of certain indebtedness to Dr. Herschkowitz and SOK from April 30, 2013 to August 31, 2013.

Dr. Herschkowitz and the Company entered into a Note Purchase Agreement dated as of December 20, 2011 and subsequently amended and restated effective as of the same date pursuant to which the Company issued and sold to Dr. Herschkowitz a convertible promissory note which currently has an outstanding principal balance of \$240,000. Further, SOK entered into a Note Purchase Agreement dated as of March 28, 2012, pursuant to which the Company issued and sold to SOK a 20.0% convertible note due August 2012, which currently has an outstanding principal balance of \$357,282. The Company's obligations to Dr. Herschkowitz and SOK under the respective notes are secured by grants of a security interest in substantially all tangible and intangible assets of the Company. Terms of these note purchase agreements and notes are described under "Note 9 – Related Party Transactions" in the Notes to Financial Statements included in the Form 10-K for the period ended December 31, 2012.

Under the Letter Agreement entered into in August 2012, among other things, Dr. Herschkowitz agreed to forbear from asserting rights as a secured creditor; Dr. Herschkowitz and SOK agreed to extend the maturity of their notes to December 31, 2012 (subsequently extended to April 30, 2013); and Dr. Herschkowitz clarified and waived certain of his other rights. On April 25, 2013, the parties agreed to amend the Letter Agreement to further extend the maturity date of the notes to August 31, 2013.

The foregoing summary of the amendment is not intended to be complete and is qualified in its entirety by the terms and the conditions of the amendment included as Exhibit 99.15 hereto.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit 99.15 Letter Agreement, dated April 25, 2013, among Dr. Samuel Herschkowitz, SOK Partners, LLC and BioDrain Medical, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 1, 2013

BIODRAIN MEDICAL, INC.

By: /s/ Josh Kornberg
Josh Kornberg
President and Chief Executive Officer

BIODRAIN MEDICAL, INC.
2915 Comers Drive, Suite 900
Eagan, MN 55212

April 25, 2013

Dr. Samuel Herschkowitz
122 Willow Street
Brooklyn, NY 11201

SOK Partners, LLC
c/o Dr. Samuel Herschkowitz
122 Willow Street
Brooklyn, NY 11201

RE: Third Amendment of Forbearance Agreement

Ladies and Gentlemen:

We refer to the letter agreement (the "*Forbearance Agreement*"), dated as of August 15, 2012, among BioDrain Medical, Inc. ("*BioDrain*"), Dr. Samuel Herschkowitz and SOK Partners, LLC ("*SOK*"), as amended by letters dated December 28, 2012 and March 6, 2013 respectively. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Forbearance Agreement.

The parties hereto hereby agree that Subsections 7(a) and (b) of the Forbearance Agreement are hereby amended and restated as follows:

"a. The second paragraph of the Herschkowitz Note is hereby amended and restated as follows:

"This promissory note (the "*Note*") is issued by the Borrower pursuant to that certain Note Purchase Agreement dated as of the date hereof (the "*Purchase Agreement*"), entered into between the Borrower and the Lender, and is subject to, and Borrower and Lender shall be bound by, all the terms, conditions and provisions of the Purchase Agreement. This Note shall become due and payable on August 31, 2013 (the "*Maturity Date*"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement."

b. The second full paragraph of the SOK Note is hereby amended and restated as follows:

"This promissory note (the "*Note*") is issued by the Borrower pursuant to that certain Note Purchase Agreement dated as of the date hereof (the "*Purchase Agreement*"), entered into between the Borrower and the Lender, and is subject to, and Borrower and Lender shall be bound by, all the terms, conditions and provisions of the Purchase Agreement. This Note shall become due and payable on August 31, 2013 (the "*Maturity Date*"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement."

Except as specifically amended hereby, the Forbearance Agreement, the Herschkowitz Note and the SOK Note shall remain in full force and effect, unamended.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Please indicate your agreement with the foregoing by signing below where indicated and returning to us the enclosed executed duplicate copy of this letter agreement.

Sincerely,

BIODRAIN MEDICAL, INC.

By: /s/ Bob Myers

Name: Bob Myers

Title: CFO

All of which is agreed and acknowledged as of the date first above written.

/s/ Dr. Samuel Herschkowitz

Dr. Samuel Herschkowitz

SOK PARTNERS, LLC

By: /s/ Samuel Herschkowitz, MD

Name: Samuel Herschkowitz, MD

Title: GP
