

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 8)*

BioDrain Medical, Inc.
(Name of Issuer)

Common Stock, par value \$0.01 per share
(Title of Class of Securities)

09071P109
(CUSIP Number)

SOK Partners, LLC
122 Willow Street
Brooklyn, New York 11217
Attn: Dr. Samuel Herschkowitz
(718) 624-6277

with copies to:
Reed Smith llp
599 Lexington Avenue
New York, New York 10022
Attn: Jeffrey A. Legault, Esq.
(212) 521-5450

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 6, 2013
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d 1(e), 240.13d 1(f) or 240.13d 1(g), check the following box:

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON: SAMUEL HERSCHKOWITZ	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): PF, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION UNITED STATES	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 42,043,147
	8	SHARED VOTING POWER 48,255,949
	9	SOLE DISPOSITIVE POWER 42,043,147
	10	SHARED DISPOSITIVE POWER 48,255,949
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 96,599,096	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 60.4%¹	
14	TYPE OF REPORTING PERSON IN	

¹ Calculated based upon 159,917,982 shares of the Issuer's common stock outstanding, which include (i) 108,701,656 shares of common stock outstanding as of March 8, 2013, as reported by the Issuer to the Reporting Persons, (ii) the 18,675,539 shares of common stock issuable upon the conversion of the outstanding principal amount and accrued interest under the First Note, as more fully described in Item 3 below, (iii) the 25,775,179 shares of common stock issuable upon conversion of the current outstanding principal amount and accrued interest under the Grid Note, as more fully described in Item 3 below, (iv) the 6,000,000 shares of common stock issuable upon the exercise of Mr. Komberg's options granted under the CEO Employment Agreement, as more fully described in Item 3 below, and (v) the 765,608 shares of common stock issuable to Dr. Herschkowitz pursuant to the Second Note Purchase Agreement, as more fully described in Item 3 below.

1	NAME OF REPORTING PERSON: JOSHUA KORNBERG	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION UNITED STATES	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 6,300,000
	8	SHARED VOTING POWER 48,255,949
	9	SOLE DISPOSITIVE POWER 6,300,000
	10	SHARED DISPOSITIVE POWER 48,255,949
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 96,599,096	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 60.4% ²	
14	TYPE OF REPORTING PERSON IN	

² See Footnote 1.

1	NAME OF REPORTING PERSON: SOK PARTNERS, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION NEW JERSEY	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 48,255,949
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 48,255,949
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 96,599,096	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 60.4%³	
14	TYPE OF REPORTING PERSON OO	

³ See Footnote 1.

1	NAME OF REPORTING PERSON: ATLANTIC PARTNERS ALLIANCE LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION NEW YORK	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 48,255,949
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 48,255,949
	11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 96,599,096
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 60.4%⁴	
14	TYPE OF REPORTING PERSON 00	

⁴ See Footnote 1.

This Amendment No. 8 is filed by Samuel Herschkowitz, Joshua Kornberg, SOK Partners, LLC and Atlantic Partners Alliance LLC (collectively, the "Reporting Persons"), and amends and supplements the statement on Schedule 13D (the "Statement") originally filed by the Reporting Persons with the Securities and Exchange Commission (the "SEC") on April 6, 2012, Amendment No. 1 thereto filed with the SEC on April 17, 2012, Amendment No. 2 thereto filed with the SEC on April 24, 2012, Amendment No. 3 thereto filed with the SEC on May 17, 2012, Amendment No. 4 thereto filed with the SEC on June 7, 2012, Amendment No. 5 thereto filed with the SEC on August 15, 2012, Amendment No. 6 thereto filed with the SEC on August 20, 2012, and Amendment No. 7 thereto filed with the SEC on November 8, 2012, with respect to the common stock, par value \$0.01 per share (the "Shares"), of BioDrain Medical, Inc., a Minnesota corporation (the "Issuer"). All references herein to the Statement or terms of similar import shall be deemed to refer to the Statement as amended and supplemented by Amendment No. 1 thereto, Amendment No. 2 thereto, Amendment No. 3 thereto, Amendment No. 4 thereto, Amendment No. 5 thereto, Amendment No. 6 thereto, Amendment No. 7 thereto, and hereby.

Except as specifically provided herein, this Amendment No. 8 does not modify any of the information previously reported in the Statement, and unless otherwise indicated, each capitalized term used but not defined herein shall have the meaning assigned to such term in the Statement.

The Reporting Persons previously entered into the Joint Filing Agreement, a copy of which was filed as Exhibit 99.1 to the Statement, and which is incorporated herein by reference thereto.

Neither the fact of this filing nor anything contained herein shall be deemed an admission by the Reporting Persons that they constitute a "group" as such term is used in Section 13(d)(1)(k) of the rules and regulations under the Act.

Item 1. Security and Issuer.

Response unchanged.

Item 2. Identity and Background.

Response unchanged.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and replaced in its entirety as follows:

Mr. Kornberg was issued 300,000 Shares on or about March 9, 2012 pursuant to a Letter Agreement, dated as of March 13, 2012, between Mr. Kornberg and the Issuer (the "March 13 Letter Agreement"), as compensation for services rendered to the Issuer. On August 13, 2012, Mr. Kornberg and the Issuer entered into an Employment Agreement (the "CEO Employment Agreement") pursuant to which Mr. Kornberg was granted options to purchase 6,000,000 Shares at an exercise price of \$0.08 per Share. Such options were fully vested upon the grant date and expire ten years following such grant date. Mr. Kornberg may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act) the 6,000,000 Shares issuable upon exercise of such options.

Pursuant to the terms of an Amended and Restated Note Purchase Agreement, dated as of December 20, 2011, between Dr. Herschkowitz and the Issuer (the "First Note Purchase Agreement"), in exchange for a loan in cash in the amount of \$240,000 from Dr. Herschkowitz to the Issuer, the Issuer issued to Dr. Herschkowitz a Convertible Promissory Note (the "First Note"), dated December 20, 2011, in the original principal amount of \$240,000. The First Note is convertible, in part or in full and at any time during which the First Note remains outstanding, into a number of Shares equal to the outstanding principal amount of, and accrued interest under, the First Note divided by \$0.014 per Share, subject to adjustment for certain events. On August 15, 2012, the conversion price under the First Note was adjusted from \$0.065 per Share to \$0.014 per Share pursuant to the Forbearance Agreement (as defined below).

As long as any amount payable under the First Note remains outstanding, Dr. Herschkowitz or his designee is entitled to appoint a special advisor to the Issuer's board of directors, who will be appointed as a member of the Board upon request. Pursuant to this authority, Josh Kornberg was appointed to the Board on March 9, 2012. Under the First Note Purchase Agreement, Dr. Herschkowitz may be entitled to receive additional Shares as compensation for the attendance by his nominee at board of directors meetings, should he elect to receive such compensation in Shares in lieu of cash.

Pursuant to the First Note Purchase Agreement, the Issuer has issued to Dr. Herschkowitz an equity bonus consisting of 1,600,000 Shares. An additional 7,500,000 Shares were issued to Dr. Herschkowitz as a penalty upon the occurrence of an event of default under the First Note.

As of the date hereof, the outstanding principal amount under the First Note is convertible into 17,142,857 Shares. In addition, the accrued interest under the First Note of \$21,457.54 as of October 31, 2012 is convertible into 1,532,682 Shares. Dr. Herschkowitz used available personal funds to acquire the First Note from the Issuer.

Pursuant to the terms of a Note Purchase Agreement, dated as of March 28, 2012, between SOK Partners, LLC (“SOK Partners”) and the Issuer (the “SOK Note Purchase Agreement”), in exchange for a loan in cash of up to \$600,000 from SOK Partners to the Issuer, the Issuer issued to SOK Partners a Convertible Promissory Grid Note (the “Grid Note”), dated March 28, 2012, in the original principal amount of up to \$600,000. The Grid Note is convertible, in part or in full and at any time during which the Grid Note remains outstanding, into a number of Shares equal to the outstanding principal amount of, and accrued interest under, the Grid Note divided by \$0.014, subject to adjustment for certain events. On August 15, 2012, the conversion price under the Grid Note was adjusted from \$0.065 per Share to \$0.014 per Share pursuant to the Forbearance Agreement (as defined below).

As of the date hereof, the outstanding principal amount under the Grid Note is \$357,282 and is convertible into 25,520,143 Shares. In addition, the accrued interest under the Grid Note of \$3,570.51 as of October 31, 2012 is convertible into 255,036 Shares. SOK Partners used its working capital to acquire the Grid Note from the Issuer.

As long as any amount payable under the Grid Note remains outstanding, SOK Partners or its designee is entitled to appoint a special advisor to the Issuer’s board of directors, who will be appointed as a member of the board upon request. In addition, the Issuer is required to issue two installments of an equity bonus to SOK Partners in the form of Shares valued at the rate of \$0.065 per Share. The Issuer has issued to SOK Partners such two installments, in each case consisting of 4,615,385 Shares per installment.

Until the maturity date of the Grid Note, if the Issuer obtains financing from any other source without the consent of SOK Partners, then the Issuer is required to issue additional bonus equity with an aggregate value of \$600,000 (assuming a value per Share of \$0.014) less the aggregate advances under the Grid Note made prior to such time.

On August 15, 2012, the Issuer entered into a letter agreement (the “Forbearance Agreement”) with Dr. Herschkowitz (both on his own behalf and on behalf of Atlantic Partners) and SOK Partners pursuant to which Dr. Herschkowitz and SOK Partners agreed to (i) forbear from enforcing their rights under the First Note and the Grid Note in connection with certain events of default thereunder, (ii) terminate the Anti-Dilution Agreement (as defined in Item 6 below), and (iii) extend the maturity date of each of the First Note and the Grid Note to December 31, 2012. In consideration of such agreements, the Issuer issued to each of Dr. Herschkowitz and SOK Partners 13,250,000 Shares and agreed to adjust the conversion price under each of the First Note and the Grid Note to \$0.014 per Share. The Issuer also agreed to make certain payments to Dr. Herschkowitz and SOK Partners upon the consummation of certain financing transactions involving the Issuer and its affiliates. On December 28, 2012, the Forbearance Agreement was amended by letter agreement in order to extend the maturity date of each of the First Note and the Grid Note to March 31, 2013. On March 6, 2013, the Forbearance Agreement was further amended by letter agreement (the “March 6 Letter Agreement”) in order to extend the maturity date of each of the First Note and the Grid Note to April 30, 2013 and to expand the scope of the financing transactions that would result in payments to Dr. Herschkowitz and SOK Partners.

Pursuant to the terms of a Note Purchase Agreement, dated as of November 6, 2012, between Dr. Herschkowitz and the Issuer (the “Second Note Purchase Agreement”), in exchange for a loan in cash in the amount of \$50,000 from Dr. Herschkowitz to the Issuer, the Issuer issued a promissory note (the “Second Note”) in the principal amount of \$50,000 and agreed to issue to Dr. Herschkowitz an equity bonus of 765,608 Shares. The Second Note is convertible into Shares at the Issuer’s option upon the occurrence of certain specified events described in the Second Note.

Also on November 6, 2012, Dr. Herschkowitz and the Issuer entered into three additional Note Purchase Agreements (the “Assigned Note Purchase Agreements”) pursuant to which Dr. Herschkowitz advanced an aggregate of \$106,243 to the Issuer and the Issuer agreed to issue an aggregate of 1,171,823 Shares to Dr. Herschkowitz as an equity bonus. Immediately following their execution by Dr. Herschkowitz and the Issuer, the Assigned Note Purchase Agreements (including the right to receive any equity bonuses thereunder) were assigned by Dr. Herschkowitz to third parties unrelated to the Reporting Persons.

The foregoing descriptions of the March 13 Letter Agreement, the First Note Purchase Agreement, the First Note, the SOK Note Purchase Agreement, the Grid Note, the Forbearance Agreement, the March 6 Letter Agreement, the Second Note Purchase Agreement and the Assigned Note Purchase Agreements do not purport to be complete and are qualified in their entirety by reference to such agreements. A copy of the March 13 Letter Agreement, attached as Exhibit 99.2 hereto, is incorporated herein by reference. A copy of the First Note Purchase Agreement and form of First Note, listed as Exhibit 99.3 hereto, is incorporated herein by reference to Exhibit 10.24 to the Issuer’s Current Report on Form 8-K filed with the SEC on April 3, 2012. A copy of the SOK Note Purchase Agreement and the form of Grid Note, listed as Exhibit 99.4 hereto, is incorporated herein by reference to Exhibit 10.23 to the Issuer’s Current Report on Form 8-K filed with the SEC on April 3, 2012. A copy of the Second Note Purchase Agreement, attached as Exhibit 99.9 hereto, is incorporated herein by reference. Copies of each of the Assigned Note Purchase Agreements, attached as Exhibit 99.10 through 99.12 hereto, are incorporated herein by reference. A copy of the Forbearance Agreement, attached as Exhibit 99.13 hereto, is incorporated herein by reference. A copy of the March 6 Letter Agreement, attached as Exhibit 99.14 hereto, is incorporated herein by reference.

Item 4. Purpose of Transaction.

Item 4 is hereby amended and replaced in its entirety as follows:

The information set forth in Items 3 and 6 of this Statement is incorporated herein by reference.

Pursuant to the First Note Purchase Agreement, Mr. Kornberg is a member of the Issuer's board of directors. Mr. Kornberg is also President and Chief Executive Officer of the Issuer.

The transactions contemplated by the March 13 Letter Agreement, the First Note Purchase Agreement, the First Note, the SOK Note Purchase Agreement, the Grid Note, the Forbearance Agreement, the Second Note Purchase Agreement and the Assigned Note Purchase Agreements have resulted in, or will result in, as applicable, certain actions specified in Items 4(a) through (j) of Schedule 13D, including the acquisition by any person of additional securities of the Issuer. On an ongoing basis, the Reporting Persons will review the Issuer's operating, management, business affairs, capital needs and general industry and economic conditions, and, based on such review, the Reporting Persons may, from time to time, determine to increase or decrease such Reporting Persons' ownership of Shares, vote to approve an extraordinary corporate transaction with regard to the Issuer or engage in any of the events set forth in Items 4(a) through (j) of Schedule 13D.

The Reporting Persons intend to encourage the Issuer to explore various strategic alternatives with the objective of raising additional capital for the Issuer, which may include a merger with another company which already possesses the necessary additional capital.

Item 5. Interest in Securities of the Issuer.

Item 5 is hereby amended and replaced in its entirety as follows:

(a) The Reporting Persons may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Act")), in the aggregate, 96,599,096 Shares (including Shares issuable upon the conversion of the amounts outstanding under the First Note and the Grid Note), representing approximately 60.4% of the outstanding Shares (calculated based upon 159,917,982 Shares outstanding, which include (i) 108,701,656 Shares outstanding as of March 8, 2013, as reported by the Issuer to the Reporting Persons, (ii) the 18,675,539 Shares issuable upon the conversion of the outstanding principal amount and accrued interest under the First Note, as more fully described in Item 3 above, (iii) the 25,775,179 Shares issuable upon conversion of the current outstanding principal amount and accrued interest under the Grid Note, as more fully described in Item 3 above, (iv) the 6,000,000 Shares issuable upon the exercise of Mr. Kornberg's options granted under the CEO Employment Agreement, as more fully described in Item 3 above, and (v) the 765,608 Shares issuable to Dr. Herschkowitz pursuant to the Second Note Purchase Agreement, as more fully described in Item 3 above).

(b) Dr. Herschkowitz is the record holder of 22,602,000 Shares, may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act) the 18,675,539 Shares issuable upon the conversion of the aggregate outstanding principal amount and accrued interest of \$261,457.54 under the First Note and the 765,608 Shares issuable to him pursuant to the Second Note Purchase Agreement (in each case as described in Item 3 above), and has sole voting power and sole dispositive power with respect to all of such Shares. Dr. Herschkowitz, by virtue of his relationship with SOK Partners, Atlantic Partners and Mr. Kornberg as described in Item 2 above, may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act) the 22,480,770 Shares which SOK Partners directly beneficially owns, the 25,775,179 Shares issuable to SOK Partners upon the conversion of the currently aggregate outstanding principal amount and accrued interest of \$360,852.51 under the Grid Note (as described in Item 3 above), the 300,000 Shares which Joshua Kornberg directly beneficially owns, and the 6,000,000 Shares issuable to Mr. Kornberg upon the exercise of options granted under the CEO Employment Agreement, which Mr. Kornberg may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act). Because he is one of the two members of Atlantic Partners, Dr. Herschkowitz may be deemed to have shared voting power and shared dispositive power with Mr. Kornberg with respect to the 22,480,770 Shares which SOK Partners directly beneficially owns and the 25,775,179 Shares issuable to SOK Partners upon the conversion of the aggregate outstanding principal amount and accrued interest of \$360,852.51 under the Grid Note (as described in Item 3 above).

Mr. Kornberg is the record holder of 300,000 Shares and has sole voting power and sole dispositive power with respect to all of such Shares. Mr. Kornberg may also be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act) the 6,000,000 Shares issuable upon the exercise of Mr. Kornberg's stock options granted under the CEO Employment Agreement. Mr. Kornberg, by virtue of his relationship with SOK Partners, Atlantic Partners and Dr. Herschkowitz as described in Item 2 above, may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act) the 22,480,770 Shares which SOK Partners directly beneficially owns, the 25,775,179 Shares issuable to SOK Partners upon the conversion of the aggregate outstanding principal amount and accrued interest of \$360,852.51 under the Grid Note (as described in Item 3 above), the 22,602,000 Shares which Dr. Herschkowitz directly beneficially owns, and the 18,675,539 Shares issuable to Dr. Herschkowitz upon the conversion of the aggregate outstanding principal amount and accrued interest of \$261,457.54 under the First Note (as described in Item 3 above) and the 765,608 Shares issuable to Dr. Herschkowitz pursuant to the Second Note Purchase Agreement (as described in Item 3 above). Because he is one of the two members of Atlantic Partners, Mr. Kornberg may be deemed to have shared voting power and shared dispositive power with Dr. Herschkowitz with respect to the 22,480,770 Shares which SOK Partners directly beneficially owns and the 25,775,179 Shares issuable to SOK Partners upon the conversion of the aggregate outstanding principal amount and accrued interest of \$360,852.51 under the Grid Note (as described in Item 3 above).

SOK Partners is the record holder of 22,480,770 Shares, may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act) the 25,775,179 Shares issuable to SOK Partners upon the conversion of the aggregate outstanding principal amount and accrued interest of \$360,852.51 under the Grid Note (as described in Item 3 above), and has sole voting power and sole dispositive power with respect to all of such Shares. SOK Partners, by virtue of its relationship with Dr. Herschkowitz and Mr. Kornberg as described in Item 2 above, may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act) the 22,602,000 Shares which Dr. Herschkowitz directly beneficially owns, the 18,675,539 Shares issuable to Dr. Herschkowitz upon the conversion of the aggregate outstanding principal amount and accrued interest of \$261,457.54 under the First Note (as described in Item 3 above), the 300,000 Shares which Mr. Kornberg directly beneficially owns and the 6,000,000 Shares issuable to Mr. Kornberg upon the exercise of options granted under the CEO Employment Agreement, which Mr. Kornberg may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act).

Atlantic Partners is not the record holder of any Shares. By virtue of its being the sole member of SOK Partners, Atlantic Partners may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act) the 22,480,770 Shares which SOK Partners directly beneficially owns and the 25,775,179 Shares issuable to SOK Partners upon the conversion of the aggregate outstanding principal amount and accrued interest of \$360,852.51 under Grid Note (as described in Item 3 above). Because Dr. Herschkowitz and Dr. Kornberg are the two members of Atlantic Partners, Atlantic Partners may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act) the 22,602,000 Shares which Dr. Herschkowitz directly beneficially owns, the 18,675,539 Shares issuable to Dr. Herschkowitz upon the conversion of the aggregate outstanding principal amount and accrued interest of \$261,457.54 under the First Note (as described in Item 3 above), the 765,608 Shares issuable to Dr. Herschkowitz pursuant to the Second Note Purchase Agreement (as described in Item 3 above), the 300,000 Shares which Mr. Kornberg directly beneficially owns, and the 6,000,000 Shares issuable to Mr. Kornberg upon the exercise of options granted under the CEO Employment Agreement, which Mr. Kornberg may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act).

As of the date hereof, none of the Reporting Persons owns any Shares other than the Shares described in this Statement.

(c) The information set forth in Item 3 of this Statement is incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended and replaced in its entirety with the following:

The information set forth in Items 3 and 4 of this Statement is incorporated herein by reference.

Pursuant to Rule 13-d1(k) promulgated under the Act, the Reporting Persons have entered into a Joint Filing Agreement, a copy of which is filed with this Schedule 13D as Exhibit 99.1, with respect to the joint filing of this Schedule 13D and any amendment or amendments thereto.

Pursuant to a letter agreement, dated March 14, 2012, between the Issuer and Atlantic Partners (the "Anti-Dilution Agreement"), Atlantic Partners was granted certain anti-dilution rights with respect to Shares in the event that the Issuer issues Shares to a person other than Atlantic Partners or its affiliates within 120 days of March 14, 2012. The Anti-Dilution Letter was terminated on August 15, 2012 pursuant to the Forbearance Agreement.

SOK Partners and Dr. Herschkowitz are parties to a Letter Agreement dated March 28, 2012 (the "March 28 Letter Agreement") pursuant to which, among other things, SOK Partners and Dr. Herschkowitz have agreed that payment of any and all indebtedness (together with the security interests related thereto) under the SOK Note Purchase Agreement and the Grid Note are subordinate to the prior payment in full of all of the indebtedness (and related security interests) under the First Note Purchase Agreement and the First Note. In addition, Dr. Herschkowitz agreed that, should SOK Partners exercise its conversion rights under the Grid Note, then he will exercise his conversion right to convert a pro rata portion of the indebtedness under the First Note.

On August 13, 2012, Mr. Kornberg and the Issuer entered into the CEO Employment Agreement, pursuant to which Mr. Kornberg was granted options to purchase 6,000,000 Shares at an exercise price of \$0.08 per Share. Such options were fully vested upon the grant date and expire ten years following such grant date. Under the CEO Employment Agreement, Mr. Kornberg will also receive annual equity incentive grants (stock options, restricted stock or other stock-based awards) with respect to each calendar year ending during the term. The target aggregate grant date fair value of each annual grant will be 200% of his base salary, subject to increase. Each annual grant will vest in the amounts of 50%, 25% and 25% on the first, second and third anniversaries of the grant date, respectively.

The foregoing descriptions of the Anti-Dilution Agreement, the March 28 Letter Agreement and the CEO Employment Agreement do not purport to be complete and are qualified in their entirety by reference to such agreements. A copy of the Anti-Dilution Agreement, attached as Exhibit 99.5 hereto, is incorporated herein by reference. A copy of the March 28 Letter Agreement, attached as Exhibit 99.6 hereto, is incorporated herein by reference. A copy of the CEO Employment Agreement, attached as Exhibit 99.7 hereto, is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby supplemented by the following:

Exhibit 99.13 Letter Agreement, dated August 15, 2012, among Dr. Samuel Herschkowitz, SOK Partners, LLC and BioDrain Medical, Inc.

Exhibit 99.14 Letter Agreement, dated March 6, 2013, among Dr. Samuel Herschkowitz, SOK Partners, LLC and BioDrain Medical, Inc.

SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this Statement is true, complete and correct.

Dated: March 8, 2013

SAMUEL HERSCHKOWITZ

/s/ Samuel Herschkowitz
Samuel Herschkowitz

JOSHUA KORNBERG

/s/ Joshua Kornberg
Joshua Kornberg

SOK PARTNERS, LLC

By: Atlantic Partners Alliance LLC, its sole member

By: /s/ Samuel Herschkowitz
Name: Samuel Herschkowitz
Title: President

ATLANTIC PARTNERS ALLIANCE LLC

By: /s/ Samuel Herschkowitz
Name: Samuel Herschkowitz
Title: President

BIODRAIN MEDICAL, INC.
2915 Commers Drive, Suite 900
Eagan, MN 55121

August 15, 2012

Dr. Samuel Herschkowitz
122 Willow Street
Brooklyn, NY 11201

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

Re: Terms of Forbearance

Dear Dr. Herschkowitz:

I am writing to set forth the terms of the forbearance by you and your affiliate, Atlantic Partners Alliance, LLC (“**APA**”) from exercising certain default rights against BioDrain Medical, Inc. (the “**Company**”) and its affiliates as of the date of this letter (the “**Effective Date**”). In exchange for your agreement to such forbearance as described in this letter agreement and your other agreements herein, you will be entitled to the compensation as set forth below in Section 6. Unless otherwise stated, all capitalized terms used but not defined herein shall have the meaning(s) ascribed to them in the Note Purchase Agreement, as defined below.

In consideration of the compensation set forth in Section 6 and other promises and covenants made in this letter agreement, the sufficiency of which consideration is acknowledged by both parties hereto, you and the Company agree as follows:

1. **Background.** You and the Company entered into that certain Note Purchase Agreement dated as of December 20, 2011 and subsequently amended and restated effective as of the same date (as amended, the “**Herschkowitz Note Purchase Agreement**”) pursuant to which the Company issued and sold to you a Convertible Promissory Note dated as of December 21, 2011, in the original principal amount of \$225,000 (as amended concurrently with the Herschkowitz Note Purchase Agreement, the “**Herschkowitz Note**”). Capitalized terms that are not defined herein shall have the meanings set forth in the Herschkowitz Note Purchase Agreement. As security for the Herschkowitz Note, you hold a first security interest in substantially all of the assets of the Company. Further, SOK Partners, LLC, (“**SOK**”) which is also an affiliate of APA,

entered into that certain Note Purchase Agreement dated as of March 28, 2012 (the “**SOK Note Purchase Agreement**”) pursuant to which the Company issued and sold to SOK a Convertible Promissory Grid Note dated as of March 28, 2011, in the principal amount of up to \$600,000 (the “**SOK Note**”).

2. Protection Against Dilution. The Company and APA are also parties to a letter agreement dated March 14, 2012 (the “**Anti-Dilution Letter**”), providing APA and its affiliates (including you and SOK) with certain rights to avoid dilution relating to additional issuances of equity securities by the Company, evidencing the parties' intent that APA would be provided with significant protection against dilution. This protection was in recognition of APA's investments in the Company involving a high degree of risk and the Company's contemplated need for restructuring its indebtedness, which would result in significant dilution. The parties acknowledge that you and SOK would not have made their historical cash investments in the Company to the same degree had the dilution protection not been provided, and the investments by APA have enabled the Company to avoid insolvency. Since the respective dates of the Herschkowitz Note Purchase Agreement and the SOK Note Purchase Agreement, the Company has issued in excess of 16,000,000 shares of common stock to parties other than APA and its affiliates, resulting in significant dilution.

3. Default Notice. Pursuant to a letter dated April 20, 2012, you advised the Company of the occurrence of certain events of default under the terms of the Herschkowitz Note and the Herschkowitz Note Purchase Agreement. As a result of such events of default, you asserted significant rights as a secured creditor of the Company.

4. Existing Defaults. You and the Company acknowledge that the Company is in default under the following provisions of the Herschkowitz Note Purchase Agreement and/or the Herschkowitz Note, as applicable (the “**Existing Defaults**”), and such Existing Defaults constitute “Events of Default” as set forth in Section 11 of the Herschkowitz Note and under the Default Notice. You further acknowledge and represent that the below-listed events are the only Events of Default as of the Effective Date:

a. Herschkowitz Note, Section 11(d): The Company has failed to pay past due amounts aggregating to \$332,000 under the terms of three convertible debenture notes issued by the Company to Dean and Carol Ruwe, plus unpaid interest.

b. Herschkowitz Note Purchase Agreement, Section 1.04: The Company has failed to register, and cause to be declared effective such registration under the Securities Act, the 1,546,666 shares of the Company's Common Stock that were issued in connection with the Equity Bonus and in payment of the Board Meeting Fees.

c. Herschkowitz Note Purchase Agreement, Section 4.01: The Company has failed on two occasions to invite the Board Advisors to meetings of the Company's Board of Directors.

d. Herschkowitz Note Purchase Agreement, Section 4.02: The Company has failed to (i) register the Penalty Shares under the Securities Act and (ii) obtain and deliver to you a legal opinion from legal counsel confirming that: (A) the Penalty Shares are registered under the Securities Act and may be sold upon compliance with the prospectus delivery requirements of the Securities Act and (B) any legends upon the stock certificates evidencing the Penalty Shares may be removed upon a sale in compliance with such prospectus delivery requirements.

e. Herschkowitz Note Purchase Agreement, Section 4.04: The Company has failed to deliver to you the Budget not less than five (5) Business Days prior to the first day of certain months following the date of the Herschkowitz Note Purchase Agreement.

5. Forbearance. As of the Effective Date, in consideration of the mutual agreements of the parties herein, you and each of your affiliates, successors, assigns, beneficiaries, insurers, indemnitors, trustees, agents and representatives, hereby forbear from exercising any of your rights arising under the Herschkowitz Note or the Herschkowitz Note Purchase Agreement with respect to the Existing Defaults against the Company, and each of its respective officers, directors, shareholders, affiliates, predecessors, successors, assigns, insurers, indemnitors, attorneys, employees, agents and representatives; *provided, however*, that the foregoing shall be subject to the limitations set forth in this letter agreement and shall not release or waive any breach of this letter agreement. You further agree to forbear from exercising any rights with respect to events of default, security interests in the Collateral and other similar remedies against the Company or its interests under the Herschkowitz Note or the Herschkowitz Note Purchase Agreement until the occurrence of an Event of Default (as defined in the Herschkowitz Note): (a) that does not constitute an Existing Default and (b) occurs and accrues after the Effective Date of this Agreement (the “**Forbearance Termination Conditions**”). The Company acknowledges that, subject to the forbearance as described herein and the other provisions of this letter agreement, you retain all of your rights and remedies under the Herschkowitz Note and the Herschkowitz Note Purchase Agreement, which rights and remedies remain in full force and effect until otherwise terminated.

6. Penalty Shares. You and the Company acknowledge that 7,500,000 shares of the Company's Common Stock, constituting the “Penalty Shares” under Section 4.02 of the Herschkowitz Note Purchase Agreement, have been delivered to you prior to the Effective Date as provided in the Herschkowitz Note Purchase Agreement upon an Event of Default.

7. Additional Agreements by You and SOK. You and SOK also agree to the following:

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 December 31, 2012 (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 December 31, 2012 (the “**Maturity Date**”). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.”

c. The following is added as Section 4.03(d) of the Herschkowitz Note Purchase Agreement:

“(d) Within five (5) business days after the earlier of the (i) full (100%) conversion into shares of Common Stock or (ii) full payment of, all of the outstanding principal amount and accrued interest due and payable under all promissory notes of the Company outstanding on the date of this Agreement (excluding the SOK Note), the Lender shall forever discharge, release and terminate any and all security interests in the Collateral (“**Security Release**”). For purposes of clarity, Lender shall not be required to consummate any Security Release in the event of partial conversion and/or partial payment under the immediately preceding items (i) and (ii), respectively.”

d. Notwithstanding Section 11 of the Herschkowitz Note which provides for an increased rate of interest on any outstanding amounts under the Herschkowitz Note (the “**Balance**”) triggered by certain Events of Default (as defined in the Herschkowitz Note), you understand and acknowledge that the rate of interest accruing on the Balance shall remain at 20% calculated based on a 365-day year and compounded annually (the “**Standard Interest Rate**”) until the Maturity Date or such other date as may be mutually agreed upon by you and the Company or until a subsequent Event of Default. You and the Company acknowledge that the Balance has not at any time or under any circumstances been subject to any other rate of interest other than the Standard Interest Rate.

e. Section 11 of the Herschkowitz Note is amended to delete subparagraph (g) and to insert the following subparagraphs following subparagraph (f):

(g) any money judgment or judgments (other than a money judgment covered by insurance as to which the insurance company has not disclaimed or reserved the right to disclaim coverage), writ or writs or warrant or warrants of attachment, or any similar process or processes, shall be entered or filed against the Borrower, or against any of the Collateral (as defined in the Purchase Agreement), in an aggregate amount in excess of \$25,000, and which remains undischarged, unvacated, unbonded or unstayed for a period of 30 days;

(h) any person shall commence legal proceedings to foreclose on the lien or security interest of such person in any Collateral;

(i) any creditor of the Borrower shall take action to take possession of, or sell or otherwise realize upon, or to exercise any other rights or remedies with respect to, any Collateral, including any sale or other disposition of any Collateral by the Borrower with the consent of, or at the direction of, any of its creditors; or

(j) any person shall take action to take control or possession of, or exercise of any right of setoff with respect to, any Collateral.

f. The Company and you, individually and acting as an authorized signatory for APA and its affiliates and individual members agree to terminate the Anti-Dilution Letter. In consideration of the compensation provided in this Agreement, you agree that the Anti-Dilution Letter is no longer operative, valid or binding on you, APA or the Company and each and all of its terms, including without limitation the grant of anti dilution rights to APA contained therein, is/are void and inoperative.

8. Compensation and Terms of Forbearance. In consideration of the forbearance and your other agreements herein, you agree to and accept the following conditions of forbearance and/or compensation, as applicable:

a. On the date of this Agreement, the Company is issuing to you 13,250,000 shares of authorized but unissued shares of its Common Stock. As of the date of issuance, such shares shall be fully paid and non-assessable shares. The Company will use its best efforts to register such shares on the S-1 to the same extent that it registers the Equity Bonus on the S-1; provided, that any delay in the registration of such shares by the Company shall not constitute a Forbearance Termination Condition.

b. On the date of this Agreement, the Company is issuing to SOK Partners, LLC (“SOK”) an additional 13,250,000 shares of authorized but unissued shares of its Common Stock. As of the date of issuance, such shares shall be fully paid and non assessable shares. The Company will use its best efforts to register such shares on the S-1 to the same extent that it registers the Equity Bonus on the S-1; provided, that any delay in the registration of such shares by the Company shall not constitute a Forbearance Termination Condition.

c. Section 6 of the Herschkowitz Note is hereby amended and restated as follows:

“6. Right to Convert. Subject to and upon compliance with the provisions of Section 7, the Purchaser shall have the right, at its option, at any time and from time to time, so long as any amount remains payable under this Note, to convert all or any part of the outstanding principal amount or accrued interest hereunder (the “*Outstanding Amount*”) into shares of Common Stock at a conversion price per share equal to \$0.014 per share, as such amount may be adjusted pursuant to Section 9 below (the “*Conversion Price*”).”

d. Section 6 of the SOK Note is hereby amended and restated as follows:

“6. **Right to Convert.** Subject to and upon compliance with the provisions of Section 7, the Purchaser shall have the right, at its option, at any time and from time to time, so long as any amount remains payable under this Note, to convert all or any part of the outstanding Principal Amount or accrued interest hereunder (the “**Outstanding Amount**”) into shares of Common Stock at a conversion price per share equal to \$0.014 per share, as such amount may be adjusted pursuant to Section 9 below (the “**Conversion Price**”).”

e. In the event that the Company consummates, in substantially similar form, the following series of transactions on or prior to June 30, 2013: (i) a merger or similar transaction with a public shell company (the “**Shell Merger**”), (ii) raising between \$2,000,000 and \$4,000,000 through an offering of the securities of the public shell company concurrent with or subsequent to the Shell Merger (the “**Qualifying Round**”) and (iii) listing the Company's shares on NASDAQ pursuant to an underwritten offering of the Company's securities resulting in gross proceeds of between \$5,000,000 and \$30,000,000 (the “**NASDAQ Underwriting**”) and collectively with the Shell Merger and Qualifying Round, the “**Shell Transactions**”), then the Company shall deliver to you the following compensation: (A) \$75,000 upon consummating the Shell Merger, (B) \$150,000 upon consummating the Qualifying Round and (C) 3% of the gross proceeds of the NASDAQ Underwriting, which payment shall under no circumstances be less than \$200,000 or greater than \$1,000,000. The Company shall reimburse you at your actual out-of-pocket cost for reasonable expenses incurred in connection with the Shell Transactions but in no event in an amount greater than \$10,000 (the “**Transaction Fees**”).

9. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without regard to its conflicts-of-law provisions.

10. **Counterparts.** This Agreement may be executed by the parties in counterparts, all of which, when taken together, shall constitute a fully executed version of this Agreement. This Agreement, or a counterpart, thereof, may be executed and delivered by telecopier, facsimile or any other electronic transmission, including, without limitation, a scanned version in .pdf format, and the telecopier, facsimile or any other electronic transmission of a signature to another party or parties (or to their respective legal representatives) shall be of the same force and effect as the delivery of an original signature.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date.

BIODRAIN MEDICAL, INC.

By: Thomas J. McGoldrick
Its: Director

Samuel Herschkowitz, M.D., *individually and on behalf of Atlantic Partners Alliance, LLC*

SOK PARTNERS, LLC

By: Samuel Herschkowitz, M.D. Its: Managing Partner

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

March 6, 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: Second 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 letter dated December 28, 2012. 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 April 30, 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 April 30, 2013 (the "*Maturity Date*"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement."

The parties hereto further hereby agree that Subsection 8(e) of the Forbearance Agreement is hereby amended and restated as follows:

“e. In the event that the Company consummates, in substantially similar form, any of the following transactions on or prior to December 31, 2013: (i) a financing, however structured, raising not less than \$1,000,000 (the “**Initial Financing**”), (ii) an offering of securities of the Company, any successor thereof, or its affiliate raising between \$2,000,000 and \$4,000,000 (the “**Qualifying Round**”), (iii) listing the Company’s shares on NASDAQ pursuant to an underwritten offering of the Company’s securities resulting in gross proceeds of between \$5,000,000 and \$30,000,000 (the “**NASDAQ Underwriting**”), (iv) a going-private transaction pursuant to which substantially all of the issued and outstanding shares of the Company not held by you or your affiliates would be either acquired by you or your affiliates or cancelled pursuant to a short-form merger and the Company would cease to be a reporting issuer under the Securities Act of 1933, as amended (the “**Going-Private Transaction**”), and (v) a sale (whether by transfer, merger or otherwise) to a third party not affiliated with you (an “**Acquirer**”) of not less than fifty percent (50%) of the issued and outstanding shares of the Company then outstanding, or of substantially all of the assets of the Company (the “**Company Sale**”, and collectively with the Initial Financing, the Qualifying Round, the NASDAQ Underwriting and the Going-Private Transaction, the “**Transactions**”), then the Company shall deliver to you the following compensation: (A) \$75,000 upon consummation of the Initial Financing, (B) \$150,000 upon consummating the Qualifying Round, (C) \$200,000 upon completion of the Going-Private Transaction, (D) 3% of the gross proceeds of the NASDAQ Underwriting, which payment shall under no circumstances be less than \$200,000 or greater than \$1,000,000, and (E) 3% of the aggregate consideration paid by the Acquirer in the Company Sale (including the assumption of debt and, in the case of non-cash consideration, the fair market value thereof), which payment shall under no circumstances be less than \$200,000 or greater than \$3,000,000. The Company shall reimburse you at your actual out-of-pocket cost for reasonable expenses incurred in connection with the Transactions but in no event in an amount greater than \$10,000 (the “**Transaction Fees**”).”

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: _____
Name:
Title:

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

Dr. Samuel Herschkowitz

SOK PARTNERS, LLC

By: _____
Name:
Title: