

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 9)*

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 IIP
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 14, 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 110,999,096
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) 63.7%¹
14	TYPE OF REPORTING PERSON IN

¹ Calculated based upon 174,317,982 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 aggregate of 20,400,000 shares of common stock issuable upon the exercise of Mr. Kornberg's options granted under the CEO Employment Agreement and the 2013 Option Award Grant, 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 14,700,000
	8	SHARED VOTING POWER 48,255,949
	9	SOLE DISPOSITIVE POWER 14,700,000
	10	SHARED DISPOSITIVE POWER 48,255,949

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 110,999,096
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) 63.7%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 110,999,096
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) 63.7%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): 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 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 110,999,096
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) 63.7%⁴
14	TYPE OF REPORTING PERSON OO

⁴ See Footnote 1.

This Amendment No. 9 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, Amendment No. 7 thereto filed with the SEC on November 8, 2012, and Amendment No. 8 thereto filed with the SEC on March 8, 2013, 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, Amendment No. 8 thereto, and hereby.

Except as specifically provided herein, this Amendment No. 9 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.

On March 14, 2013, pursuant to a Stock Option Award Grant (the "2013 Option Award Grant") under the Issuer's 2012 Stock Incentive Plan (the "Incentive Plan"), the Issuer agreed to grant to Mr. Kornberg options to purchase 14,400,000 Shares at an exercise price of \$0.075 per Share. Such options were fully vested upon the grant date and expire ten years following such grant date. The 2013 Option Award Grant provides that if the Shares covered thereby exceed, as of the grant date, the number of Shares which may be issued under the Incentive Plan, then the options granted under the 2013 Option Award Grant shall be void with respect to such excess Shares unless shareholder approval of an amendment sufficiently increasing the number of Shares issuable under the Incentive Plan is obtained on or before June 30, 2013. Mr. Kornberg may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act) the 14,400,000 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 CEO Employment Agreement, the 2013 Option Award Grant, 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, 110,999,096 Shares (including Shares issuable upon the conversion of the amounts outstanding under the First Note and the Grid Note), representing approximately 63.7% of the outstanding Shares (calculated based upon 174,317,982 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 aggregate of 20,400,000 Shares issuable upon the exercise of Mr. Kornberg's options granted under the CEO Employment Agreement and the 2013 Option Award Grant, 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 Mr. Kornberg directly beneficially owns, and the aggregate of 20,400,000 Shares issuable to Mr. Kornberg upon the exercise of options granted under the CEO Employment Agreement and the 2013 Option Award Grant, 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 aggregate of 20,400,000 Shares issuable upon the exercise of Mr. Kornberg's stock options granted under the CEO Employment Agreement and the 2013 Option Award Grant. 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 aggregate of 20,400,000 Shares issuable to Mr. Kornberg upon the exercise of options granted under the CEO Employment Agreement and the 2013 Option Award Grant, 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 aggregate of 20,400,000 Shares issuable to Mr. Kornberg upon the exercise of options granted under the CEO Employment Agreement and the 2013 Option Award Grant, 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.

On March 14, 2013, pursuant to the 2013 Option Award Grant, the Issuer agreed to grant to Mr. Kornberg options to purchase 14,400,000 Shares at an exercise price of \$0.075 per Share. Such options were fully vested upon the grant date and expire ten years following such grant date. The 2013 Option Award Grant provides that if the Shares covered thereby exceed, as of the grant date, the number of Shares which may be issued under the Incentive Plan, then the options granted under the 2013 Option Award Grant shall be void with respect to such excess Shares unless shareholder approval of an amendment sufficiently increasing the number of Shares issuable under the Incentive Plan is obtained on or before June 30, 2013.

The foregoing descriptions of the Anti-Dilution Agreement, the March 28 Letter Agreement, the CEO Employment Agreement, and the 2013 Option Award Grant 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. A copy of the 2013 Option Award Grant, attached as Exhibit 99.15 hereto, is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby supplemented by the following:

Exhibit 99.15 Stock Option Award Grant, dated as of March 14, 2013, delivered by BioDrain Medical, Inc. to Josh Kornberg

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 18, 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. 2012 STOCK INCENTIVE PLAN
STOCK OPTION AWARD GRANT**

This Stock Option Award Grant (the "Agreement"), dated as of March 14, 2013 (the "Date of Grant"), is delivered by BioDrain Medical, Inc., a Minnesota corporation (the "Company"), to Josh Kornberg (the "Grantee").

RECITALS

WHEREAS, the BioDrain Medical, Inc. 2012 Stock Incentive Plan (the "Plan") provides for the grant of stock options in accordance with the terms and conditions of the Plan;

WHEREAS, the Company and the Grantee entered into an Employment Agreement, dated August 13, 2012 and effective as of April 24, 2012 (as amended from time to time), whereby the Grantee shall serve as the Chief Executive Officer and President of the Company (the "Employment Agreement");

WHEREAS, the Board has determined to provide the Grantee with an option (the "Option") to purchase shares of common stock of the Company (the "Shares") under the Plan and in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that, in consideration of the Grantee's employment with the Company from April 24, 2012 to December 31, 2012, the Company shall grant to the Grantee a number of stock options with an aggregate grant date fair market value equal to \$360,000; and

WHEREAS, the Board has determined that the Option granted to the Grantee shall entitle him to purchase a number of Shares equal to (i) \$360,000; divided by (ii) the per share Fair Market Value (as defined in the Plan) on the Date of Grant; multiplied by (iii) 3.

NOW, THEREFORE, the parties to this Agreement, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Grant of Option.

The Company grants to the Grantee the right to purchase, in the aggregate, 14,400,000 Shares at the exercise price of \$0.075 per Share (the "Exercise Price"), which is the last sale price of a share of common stock of the Company on the day preceding the Date of Grant. The Option is not intended to be treated, and will not be treated, as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). The granting of the Option shall impose no obligation on the Grantee to exercise such Option.

2. Vesting.

The Option shall be fully vested on the Date of Grant.

3. Exercise of Option.

Except as provided in the Plan or in this Agreement, and unless the Board establishes otherwise, the Grantee is entitled to purchase, in whole or in part, not more than the total number of Shares stated above.

The Option may not be exercised for fractional Shares.

4. Term of Option.

The Option shall have a term of ten years (the "Option Term") from the Date of Grant and shall terminate at the expiration of that period, unless it is terminated at an earlier date pursuant to the provisions of this Agreement. Unless a later termination date is provided for by the Board, the vested and unexercised portion of the Option shall automatically terminate upon the happening of the first of the following events: (i) the expiration of the 90-day period after the Grantee ceases to be employed by, or provide service to the Company for any reason other than Disability (as defined in the Employment Agreement), death or termination for Cause (as defined in the Plan); (ii) the expiration of the one year period after the Grantee ceases to be employed by, or provide service to the Company because the Grantee is Disabled or dies; or (iii) the date on which the Grantee ceases to be employed by, or provide services to the Company on account of the Grantee's termination for Cause by the Company.

Notwithstanding the foregoing, in no event shall an Option remain exercisable following the expiration of the Option Term. Nothing contained herein shall limit Company's rights to terminate the employment or engagement of Grantee at any time for any reason.

5. Method of Exercising Option.

A Grantee may exercise an Option, in whole or in part, by delivering a notice of exercise to the Company with payment of the Exercise Price. The Grantee shall pay the Exercise Price for an Option as specified by the Board (i) in cash, uncertified or certified check or bank draft; (ii) by delivering Shares owned by the Grantee (including Shares acquired in connection with the exercise of an Option) and having a fair market value on the date of exercise equal to the Exercise Price or by attestation (on a form prescribed by the Board) to ownership of Shares having a fair market value on the date of exercise equal to the Exercise Price; or (iii) by such other method as the Board may approve. The Board may authorize loans by the Company to the Grantee in connection with the exercise of an Option, upon such terms and conditions as the Board, in its sole discretion, deems appropriate. Shares used to exercise an Option shall have been held by the Grantee for the requisite period of time to avoid adverse accounting consequences to the Company with respect to the Option. The Grantee shall pay the Exercise Price and the amount of any withholding tax due at the time of exercise.

6. Transferability of Options.

This Option, and the rights and privileges conferred by it, is personal to the Grantee and may not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise), and during the Grantee's lifetime shall be exercisable only by the Grantee. The Grantee may transfer this Option, and the rights and privileges conferred by it, upon the Grantee's death, either by will or under the laws of descent and distribution, or by beneficiary designation made in such form and subject to such limitation as may from time to time be acceptable to the Board and delivered to and accepted by the Board. All such persons shall be subject to all of the terms and conditions of this Agreement to the same extent as would the Grantee if still alive.

7. Adjustments.

If there is any change in the number or kind of Shares outstanding (i) by reason of a spinoff, split of Shares, reclassification, combination or exchange of Shares or similar event; (ii) by reason of a merger, reorganization or consolidation; (iii) by reason of any other extraordinary or unusual event affecting the outstanding Shares as a class without the Company's receipt of consideration; or (iv) by reason of a change in the structure of the Company, or if the value of outstanding Shares are substantially reduced as a result of a spinoff or the Company's payment of an extraordinary distribution, the maximum number of Shares covered by the outstanding Option, the kind of Shares issued under the Plan, and the price per Shares of such Option may be appropriately adjusted by the Board to reflect any increase or decrease in the number of, or change in the kind or value of, issued Shares to preclude, to the extent practicable, the enlargement of dilution of rights and benefits under such Option; provided, however, that any fractional Shares resulting from such adjustment shall be eliminated. Any adjustments determined by the Board shall be final, binding and conclusive

8. Notices.

Any notice to be given to the Company under the terms of this Agreement shall be addressed to the attention of the Board, at its principal place of business, and any notice to be given to the Grantee may be sent to the Grantee's address as it appears in the payroll records of the Company, or at such other addresses as either party may designate in writing to the other.

10. Change in Control.

The provisions of the Plan applicable to a Change of Control (as defined in the Employment Agreement) shall apply to the Option, and, in the event of a Change of Control, the Board may take such actions as it deems appropriate pursuant to the Plan. Notwithstanding the foregoing, the Option shall immediately and fully vest and become exercisable upon a Change of Control.

11. Shareholder Approval.

If the Shares covered by this Agreement exceed, as of the Date of Grant, the number of shares of common stock which may be issued under the Plan as last approved by the shareholders of the Company, then this Option shall be void with respect to such excess shares, unless shareholder approval of an amendment sufficiently increasing the number of shares of common stock issuable under the Plan is obtained in accordance with the provisions of the Plan on or before June 30, 2013. For purposes of determining the number of excess shares in accordance with this paragraph, this Option shall be deemed to have been granted to Grantee prior to any restricted stock award granted to Grantee under the Plan on the Date of Grant.

12. Miscellaneous.

(a) No Right to Employment. The grant of the Option shall not confer upon the Grantee any right to be retained by or in the employ or service of the Company and shall not interfere in any way with the right of the Company to terminate the Grantee's employment or service at any time. The right of the Company to terminate at will the Grantee's employment or service at any time for any reason is specifically reserved.

(b) Option Subject to Plan. Except as otherwise provided herein, this grant is made pursuant to the Plan, the terms of which are incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. The grant is subject to interpretations, regulations and determinations concerning the Plan established from time to time by the Board in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (i) rights and obligations with respect to withholding taxes; (ii) the registration, qualification or listing of the shares; (iii) changes in capitalization of the Company; and (iv) other requirements of applicable law. The Board shall have the authority to interpret and construe the grant pursuant to the terms of the Plan, and its decisions shall be conclusive and binding upon all parties as to any questions arising hereunder. In the event of any inconsistency or conflict between the Plan and this Agreement, the terms, conditions and provisions of this Agreement shall govern and control.

(c) Withholding. The Grantee shall be required to pay to the Company, or make other arrangements satisfactory to the Company to provide for the payment of, any Federal, state, local or other taxes that the Company is required to withhold with respect to the grant, vesting or exercise of the Option.

(d) Board Authority. By entering into this Agreement the Grantee agrees and acknowledges that all decisions and determinations of the Board shall be final and binding on the Grantee, his or her beneficiaries and any other person having or claiming and interest in the Option.

(e) Severability. If any provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify this Agreement or the award of an Option under any applicable law, such provision shall be construed or deemed amended to conform to applicable law (or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant of the Option hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award shall remain in full force and effect)

(f) Assignment by the Company. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company's parents, subsidiaries, and affiliates. This Agreement may be assigned by the Company without the Grantee's consent.

(g) Notices. Any notice to the Company provided for in this instrument shall be addressed to the Company in care of the Chief Financial Officer at the corporate headquarters of the Company, and any notice to the Grantee shall be addressed to such Grantee at the current address shown on the payroll of the Company, or to such other address as the Grantee may designate to the Company in writing. Any notice shall be delivered by hand, sent by telecopy or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

(h) Applicable Law. The validity, construction, interpretation and effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflict of laws provisions thereof

(i) Interpretation. The Grantee accepts the Option subject to all the terms and provisions of this Agreement and the terms and conditions of the Plan.

(j) Headings. Headings are given to the paragraphs and subparagraphs of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision thereof.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimile or other electronic transmission of any signed original document or retransmission of any signed facsimile or other electronic transmission will be deemed the same as delivery of an original.

(l) Complete Agreement. Except as otherwise provided for herein, this Agreement and those agreements and documents expressly referred to herein embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Grantee.

[Remainder of this page intentionally left blank. Signature page(s) immediately follow.]

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement as of the grant date shown above.

BIODRAIN MEDICAL, INC.

By: _____

Its: Chief Financial Officer _____

GRANTEE

Josh Komberg
