

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

SCHEDULE 13D

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

**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:*  
**Goodwin Procter llp**  
**620 Eighth Avenue**  
**New York, New York 10018**  
**Attn: Jeffrey A. Legault, Esq.**  
**(212) 813-8800**

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

**March 28, 2012**

(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).

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<b>1</b>	NAME OF REPORTING PERSON: <b>SAMUEL HERSCHKOWITZ</b>	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY:	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS): <b>PF, OO</b>	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION <b>UNITED STATES</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER <b>3,734,308</b>
	<b>8</b>	SHARED VOTING POWER <b>5,917,799</b>
	<b>9</b>	SOLE DISPOSITIVE POWER <b>3,734,308</b>
	<b>10</b>	SHARED DISPOSITIVE POWER <b>5,917,799</b>
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>9,652,107</b>	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>27.3%<sup>1</sup></b>	
<b>14</b>	TYPE OF REPORTING PERSON <b>IN</b>	

<sup>1</sup> Calculated based upon 35,342,713 shares of the Issuer's common stock outstanding, which include (i) 30,427,328 shares of common stock outstanding as of November 1, 2011, as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 14, 2011; (ii) 300,000 shares of common stock issued to Mr. Komberg on or about March 9, 2012, as reported on the Form 3/A filed with the SEC on March 26, 2012; and (iii) 4,615,385 shares of common stock issued to SOK Partners LLC in April 2012, as reported in the Issuer's Current Report on Form 8-K filed with the SEC on April 3, 2012.

<b>1</b>	NAME OF REPORTING PERSON: <b>JOSHUA KORNBERG</b>	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY:	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION <b>UNITED STATES</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER <b>300,000</b>
	<b>8</b>	SHARED VOTING POWER <b>5,917,799</b>
	<b>9</b>	SOLE DISPOSITIVE POWER <b>300,000</b>
	<b>10</b>	SHARED DISPOSITIVE POWER <b>5,917,799</b>
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>9,652,107</b>	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>27.3%<sup>1</sup></b>	
<b>14</b>	TYPE OF REPORTING PERSON <b>IN</b>	

<sup>1</sup> See Footnote 1.

1	NAME OF REPORTING PERSON: <b>SOK PARTNERS LLC</b>	
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): <b>WC, OO</b>	
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 <b>NEW JERSEY</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>5,917,799</b>
	8	SHARED VOTING POWER <b>0</b>
	9	SOLE DISPOSITIVE POWER <b>5,917,799</b>
	10	SHARED DISPOSITIVE POWER <b>0</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>9,652,107</b>	
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) <b>27.3%<sup>1</sup></b>	
14	TYPE OF REPORTING PERSON <b>OO</b>	

<sup>1</sup> See Footnote 1.

1	NAME OF REPORTING PERSON:  <b>ATLANTIC PARTNERS ALLIANCE LLC</b>	
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):  <b>OO</b>	
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  <b>NEW YORK</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  <b>0</b>
	8	SHARED VOTING POWER  <b>5,917,799</b>
	9	SOLE DISPOSITIVE POWER  <b>0</b>
	10	SHARED DISPOSITIVE POWER  <b>5,917,799</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  <b>9,652,107</b>	
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)  <b>27.3%<sup>1</sup></b>	
14	TYPE OF REPORTING PERSON  <b>OO</b>	

<sup>1</sup> See Footnote 1.

**Item 1. Security and Issuer.**

This Statement on Schedule 13D (this "Statement") relates to shares of common stock, par value \$0.01 per share (the "Shares"), of BioDrain Medical, Inc., a Minnesota corporation (the "Issuer"). The address of the Issuer's principal executive office is 2060 Centre Pointe Blvd., Suite 7, Mendota Heights, Minnesota 55120.

**Item 2. Identity and Background.**

(a) – (c) This Statement is being filed by the following persons pursuant to Rule 13d-1 under the Securities and Exchange Act of 1934, as amended:

- (i) Samuel Herschkowitz;
- (ii) Joshua Komberg;
- (iii) SOK Partners LLC, a New Jersey limited liability company ("SOK Partners"); and
- (iv) Atlantic Partners Alliance LLC, a New York limited liability company ("Atlantic Partners").

Dr. Herschkowitz, Mr. Komberg and SOK Partners are sometimes individually referred to herein as a "Reporting Person" and collectively as the "Reporting Persons."

Atlantic Partners is the sole member of SOK Partners, and Dr. Herschkowitz and Mr. Komberg are the two members of Atlantic Partners.

Each of Dr. Herschkowitz and Mr. Komberg is a professional investor. Each of SOK Partners and Atlantic Partners are principally engaged in the business of consulting and managing business investments. The business address and principal executive office of Atlantic Partners, as well as the address of Dr. Herschkowitz, is 122 Willow Street, Brooklyn, NY 11201. The address of Mr. Komberg is 1 Grand Army Plaza, #9f, Brooklyn, NY 11238. The business address and principal executive office of SOK Partners is 455 East Broad Street, Westfield, NJ 07090.

(d) – (e) During the last five years, none of the persons identified in this Item 2 has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors), or has been a party to any civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.

(f) Both Dr. Herschkowitz and Mr. Komberg are United States citizens.

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

Mr. Komberg was issued 300,000 Shares on or about March 9, 2012 pursuant to a Letter Agreement, dated as of March 13, 2012, between Mr. Komberg and the Issuer (the "March 13 Letter Agreement"), as compensation for services rendered to the Issuer.

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 the First Note divided by \$0.065 per Share, subject to adjustment for certain events.

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 Komberg was appointed to the Board on March 9, 2012. Under to 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.

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Pursuant to the First Note Purchase Agreement, the Issuer has agreed to issue to Dr. Herschkowitz an equity bonus consisting of 1,500,000 Shares under an effective registration statement on Form S-1 by March 15, 2012, but such Shares have not yet been issued to Dr. Herschkowitz. An additional 7,500,000 Shares are required to be issued to Dr. Herschkowitz upon the occurrence of an event of default under the First Note.

As of the date hereof, the First Note is convertible in 3,692,308 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 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 the Grid Note divided by \$0.065, subject to adjustment for certain events.

On March 28, 2012, the Issuer received an advance of \$84,657 under the Grid Note. As of the date hereof, the Grid Note is convertible into 1,302,415 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. 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 \$0.065) less the aggregate advances under the Grid Note made prior to such time.

In April 2012, the Issuer issued the first equity bonus to SOK Partners under the SOK Note Purchase Agreement, consisting of 4,615,385 Shares, with a second installment due within five business days after SOK Partners has made aggregate advances under the Grid Note of at least \$300,000.

The foregoing descriptions of the March 13 Letter Agreement, the First Note Purchase Agreement, the First Note, the SOK Note Purchase Agreement and the Grid Note do not purpose to be complete and are qualified in their entirety by reference to such agreements. A copy of the March 13 Letter Agreement, listed in Exhibit 99.2 hereto, is incorporated herein by reference. The First Note Purchase Agreement and form of First Note, listed in Exhibit 99.3 hereto, is incorporated by reference to Exhibit 10.24 to the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission (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 by reference to Exhibit 10.23 to the Issuer's Current Report on Form 8-K filed with the SEC on April 3, 2012.

#### **Item 4. Purpose of Transaction.**

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

Pursuant to the First Note Purchase Agreement, Mr. Komberg is a member of the Issuer's board of directors.

The transactions contemplated by the March 13 Letter Agreement, the First Note Purchase Agreement, the First Note, the SOK Note Purchase Agreement, and the Grid Note 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 intends 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.

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**Item 5. Interest in Securities of the Issuer.**

(a) The Reporting Persons may be deemed to beneficially own, in the aggregate, 9,652,107 Shares (including Shares issuable upon the conversion of the amounts outstanding under the First Note and the Grid Note), representing approximately 27.3% of the outstanding Shares (calculated based upon 35,342,713 Shares that include (i) 30,427,328 Shares outstanding as of November 1, 2011, as reported in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on November 14, 2011, (ii) 300,000 Shares issued to Mr. Kornberg on or about March 9, 2012, as reported on the Form 3/A filed with the SEC on March 26, 2012, and (iii) 4,615,385 Shares issued to SOK Partners LLC in April 2012, as reported in the Issuer's Current Report on Form 8-K filed with the SEC on April 3, 2012, there are 35,342,713 Shares of the Issuer's outstanding).

**(b)**

Dr. Herschkowitz is the record holder of 42,000 Shares and the beneficial owner of the 3,692,308 Shares issuable upon the conversion of the outstanding principal of the First Note (as described in Item 3), and has sole voting power and sole dispositive power with respect to all of those Shares. Dr. Herschkowitz, by virtue of his relationship with SOK Partners, Atlantic Partners and Mr. Kornberg as described in Item 2, 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")) the 5,917,799 Shares which SOK Partners directly beneficially owns and the 300,000 Shares which Joshua Kornberg directly beneficially owns. 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 5,917,799 Shares which SOK Partners directly beneficially owns.

Mr. Kornberg is the record holder of 300,000 Shares and has sole voting power and sole dispositive power with respect to all of those Shares. Mr. Kornberg, by virtue of his relationship to SOK Partners, Atlantic Partners and Dr. Herschkowitz as described in Item 2, may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act) the 5,917,799 Shares which SOK Partners directly beneficially owns and the 3,734,308 Shares which Dr. Herschkowitz directly beneficially owns. 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 5,917,799 Shares which SOK Partners directly beneficially owns.

SOK Partners is the record holder of 4,615,385 Shares and the beneficial owner of 1,302,415 Shares issuable upon the conversion of the outstanding principal amount under the Grid Note (as described in Item 3), and has sole voting power and sole dispositive power with respect to all of those Shares. SOK Partners, by virtue of its relationship to Dr. Herschkowitz and Mr. Kornberg as described in Item 2, may be deemed to beneficially own (as such term is defined in Rule 13d-3 under the Act) the 3,734,308 Shares which Dr. Herschkowitz directly beneficially owns and the 300,000 Shares which Mr. Kornberg directly beneficially owns.

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 5,917,799 Shares which SOK Partners directly beneficially owns. 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 3,734,308 Shares which Dr. Herschkowitz directly beneficially owns and the 300,000 Shares which Mr. Kornberg directly beneficially owns.

As of the date hereof, none of the Reporting Persons own 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. The following transactions were effected in the Shares of the Issuer in the last 60 days:

(i) On or about March 9, 2012, Mr. Kornberg was issued 300,000 Shares pursuant to the March 13 Letter Agreement as described in Item 3 to this Statement.

(ii) In April, 2012, SOK Partners was issued 4,615,385 Shares pursuant to the SOK Note Purchase Agreement described in Item 3 to this Statement as an equity bonus issuable to SOK Partners under the SOK Note Purchase Agreement.

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Except as otherwise described in this Statement, no Reporting Person has effected any transaction in the Shares in the last 60 days.

(d) Except as set forth in this Statement, to the knowledge of the Reporting Persons, no person had the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, securities covered by this Statement.

(e) Not applicable.

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

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

Pursuant to Rule 13d-1(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 any person other than Atlantic Partners or its affiliates within 120 days of March 14, 2012.

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 his indebtedness under the First Note.

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

Except as otherwise set forth in this Statement, there are no contracts, arrangements, understandings or relationships among the persons named in Item 2 or between such persons and any other person with respect to any securities of the Issuer.

**Item 7. Material to be Filed as Exhibits.**

Exhibit 99.1	Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended
Exhibit 99.2	Letter Agreement, dated March 13, 2012, between BioDrain Medical, Inc. and Joshua Kornberg
Exhibit 99.3	Amended and Restated Note Purchase Agreement, dated December 20, 2011, between BioDrain Medical, Inc. and Dr. Samuel Herschkowitz, including the form of Convertible Promissory Note (incorporated by reference to Exhibit 10.24 to the Current Report on Form 8-K filed by BioDrain Medical, Inc. with the SEC on April 3, 2012)
Exhibit 99.4	Note Purchase Agreement, dated March 28, 2012, between BioDrain Medical, Inc. and SOK Partners LLC, including the form of Convertible Grid Promissory Note (incorporated by reference to Exhibit 10.23 to the Current Report on Form 8-K filed by BioDrain Medical, Inc. with the SEC on April 3, 2012)
Exhibit 99.5	Letter Agreement, dated March 14, 2012, between BioDrain Medical, Inc. and Atlantic Partners Alliance LLC
Exhibit 99.6	Letter Agreement, dated March 28, 2012, between SOK Partners LLC and Dr. Samuel Herschkowitz

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**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: April 6, 2012

**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

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**Exhibit 99.1**  
Joint Filing Agreement

In accordance with Rule 13d-1(k)(1) under the Securities and Exchange Act of 1934, as amended, the persons or entities named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Common Stock of BioDrain Medical, Inc. and further agree that this Joint Filing Agreement be included as an exhibit to such filings. In evidence thereof, the undersigned, being duly authorized, have executed this Joint Filing Agreement as of April 6, 2012.

**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

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March 13, 2012

To: Kevin Davidson, President & CEO, BioDrain Medical Inc.

From: Joshua Komberg, Managing Partner, Atlantic Partners Alliance, LLC

RE: Restructuring Agreement

Kevin,

This letter is to confirm our agreement regarding my assistance in restructuring certain components of Biodrain Medical Inc.'s capital including, but not limited to, the accounts payable and outstanding convertible debt. The service will include facilitating a negotiation with the company's existing vendors and creditors. The fee for service will consist of monthly payments of \$15,000 as well as 300,000 shared of the company's (bior.ob) common stock. The common stock will be granted with anti-dilution rights based on the existing common shares outstanding of approximately 30mm (The calculation for the number of shares granted as a percentage of total existing common shares outstanding excludes the number of shares that would be added from the conversion of existing of future warrants, options, debt, or other securities). The first payment shall be made via wire on March 19, 2012 for the service to commence. In addition, the company shall reimburse Mr. Komberg for any costs and or/or fees in connection with negotiating and facilitating the transactions.

Sincerely,  
Joshua Komberg

BioDrain Medical, Inc.

By: /s/ Kevin Davidson  
Name: Kevin Davidson  
Title: President & CEO

Address:

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March 14, 2012

BioDrain Medical, Inc.  
2060 Centre Pointe Boulevard, Suite 7  
Mendota Heights, Minnesota 55120  
Attention: Kevin Davidson, Chief Executive Officer

**Re: Anti-Dilution Rights**

Ladies and Gentlemen:

This letter memorializes our mutual understanding that, in consideration of funding, strategic advice, the provision of opportunities to access additional capital and other services both previously provided and to be provided in the future to BioDrain Medical, Inc. (the "Company") by Atlantic Partners Alliance, LLC and its affiliates and individual members, including Dr. Samuel Herschkowitz and Joshua Kornberg (collectively, "APA"), the Company is granting to APA certain anti-dilution rights on the terms set forth below.

The Company and APA hereby agree that in the event that, at any time within 120 days following the date hereof, the Company issues to any person, other than APA, any shares of the Company's Common Stock, par value \$0.01 per share ("Common Stock"), including, without limitation, upon conversion or exercise of any existing promissory notes, options, warrants or other rights, then (1) the Company will, simultaneously with such issuance to such other person, issue to APA a number of shares of Common Stock that would result in APA, after giving effect to such issuance to such other person, holding not less than the percentage of the issued and outstanding Common Stock that APA held immediately prior to such issuance to such other person, and (2) the number of shares of Common Stock that may be issuable after the date hereof to APA pursuant to any agreement between APA and the Company entered into prior to the date of such issuance to such other person will be increased to such number as would result in such shares of Common Stock issuable to APA, after giving effect to such issuance to such other person, representing not less than the percentage of the issued and outstanding Common Stock that such shares of Common Stock issuable to APA represented immediately prior to such issuance (assuming for purposes of the calculation under this clause 2 that such shares of Common Stock issuable to APA are issued and outstanding).

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

To indicate your agreement with the foregoing, please execute where indicated below and return to us the enclosed duplicate copy of this letter.

Sincerely,

**ATLANTIC PARTNERS ALLIANCE, LLC**

By: /s/ Joshua Kornberg  
Name: Joshua Kornberg  
Title: Vice President

Acknowledged and Agreed:

**BIODRAIN MEDICAL, INC.**

By: /s/ Kevin Davidson  
Name: Kevin Davidson  
Title: Chief Executive Officer

March 28, 2012

SOK Partners, LLC  
122 Willow Street,  
Brooklyn, NY. 11201

**Re: Subordination and Conversion**

Ladies and Gentlemen:

Reference is made to (1) the Amended and Restated Note Purchase Agreement (the “*Senior Note Purchase Agreement*”), dated as of December 20, 2011, between myself and BioDrain Medical, Inc. (the “*Company*”), and the Convertible Promissory Note issued thereunder (the “*Senior Note*” and, together with the Initial Note Purchase Agreement, the “*Senior Debt Documents*”), and (2) the Note Purchase Agreement (the “*Subordinated Note Purchase Agreement*”), dated as of March 28, 2012, between SOK Partners, LLC (“*SOK*”) and the Company, and the Convertible Promissory Grid Note issued thereunder (the “*Subordinated Note*” and, together with the Subsequent Note Purchase Agreement, the “*Subordinated Debt Documents*”).

SOK hereby covenants and agrees, notwithstanding anything to the contrary contained in any of the Subordinated Debt Documents, that the payment of any and all of the indebtedness under the Subordinated Debt Documents (the “*Subordinated Debt*”) shall be subordinate and subject in right and time of payment to the prior payment in full in cash of all of the indebtedness under the Senior Debt Documents (the “*Senior Debt*”). Each holder of Senior Debt, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired Senior Debt in reliance upon the provisions contained herein.

Until the Senior Debt has been paid in full in cash, any liens and security interests of SOK in the Collateral (as defined in the Senior Note Purchase Agreement) shall be and hereby are subordinated for all purposes and in all respects to the liens and security interests of each holder of Senior Debt in the Collateral, regardless of the time, manner or order of perfection of any such liens and security interests. SOK agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Senior Debt, the Senior Debt Documents, or the liens and security interests of each holder of Senior Debt in the Collateral securing the Senior Debt. In the event that SOK obtains any liens or security interests in the Collateral, SOK shall (or shall cause its agent) to promptly execute and deliver to each holder of Senior Debt such termination statements and releases as requested each holder of Senior Debt to effect the release of the liens and security interests of SOK in such Collateral.

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I hereby agree that in the event that SOK exercises its right under the Subordinated Note to convert some or all of the indebtedness thereunder into shares of the Company, I will, following written notice from SOK of such exercise, promptly notify the Company of the exercise of my right to convert all of the indebtedness arising under the Senior Note into shares of the Company (or, in the case of a partial conversion of indebtedness by SOK, of my right to convert a *pro rata* portion of the indebtedness under the Senior Note).

My rights and obligations under this letter agreement may be assigned to any person without the consent of SOK only with the concurrent assignment of the Senior Note to such person (provided that such person, as a condition precedent to such assignment, delivers to SOK a written undertaking to be bound by the terms hereof). SOK's rights and obligations under this letter agreement may be assigned to any person without my consent only with the concurrent assignment of the Subordinated Note to such person (provided that such person, as a condition precedent to such assignment, delivers to me a written undertaking to be bound by the terms hereof).

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

To indicate your agreement with the foregoing, please execute where indicated below and return to me the enclosed duplicate copy of this letter.

Sincerely,

/s/ Dr. Samuel Herschkowitz

Dr. Samuel Herschkowitz

Acknowledged and Agreed:

**SOK PARTNERS, LLC**

By: /s/ Joshua Kornberg

Name: Joshua Kornberg

Title: General Partner