SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 1)*

APOGEE THERAPEUTICS, INC.

(Name of Issuer)

Common Stock, par value $0.00001 per share

(Title of Class of Securities)

(CUSIP Number)

Sherman G. Souther
Venrock, 3340 Hillview Avenue
Palo Alto, CA, 94304
(650) 561-9580

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

09/03/2026

(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. ☐

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).

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Venrock Healthcare Capital Partners III, L.P.
2	Check the appropriate box if a member of a Group (See Instructions)

☑ (a)
☐ (b)

3	SEC use only
4	Source of funds (See Instructions) WC
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 0.00

11	Aggregate amount beneficially owned by each reporting person 0.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13	Percent of class represented by amount in Row (11) 0.0 %
14	Type of Reporting Person (See Instructions) PN

SCHEDULE 13D

CUSIP No.

1	Name of reporting person VHCP Co-Investment Holdings III, LLC
2	Check the appropriate box if a member of a Group (See Instructions) ☑ (a) ☐ (b)
3	SEC use only
4	Source of funds (See Instructions) WC
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization DELAWARE

Number of	7	Sole Voting Power

Shares Beneficially Owned by Each Reporting Person With:		0.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 0.00

11	Aggregate amount beneficially owned by each reporting person 0.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13	Percent of class represented by amount in Row (11) 0.0 %
14	Type of Reporting Person (See Instructions) OO

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Venrock Healthcare Capital Partners EG, L.P.
2	Check the appropriate box if a member of a Group (See Instructions) ☑ (a) ☐ (b)
3	SEC use only
4	Source of funds (See Instructions) WC
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 0.00

11	Aggregate amount beneficially owned by each reporting person

	0.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13	Percent of class represented by amount in Row (11) 0.0 %
14	Type of Reporting Person (See Instructions) PN

SCHEDULE 13D

CUSIP No.

1	Name of reporting person VHCP Management III, LLC		
2	Check the appropriate box if a member of a Group (See Instructions) ☑ (a) ☐ (b)		
3	SEC use only		
4	Source of funds (See Instructions) WC		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or place of organization DELAWARE		
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00	
	8	Shared Voting Power 0.00	
	9	Sole Dispositive Power 0.00	
	10	Shared Dispositive Power 0.00	
11	Aggregate amount beneficially owned by each reporting person 0.00		
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐		
13	Percent of class represented by amount in Row (11) 0.0 %		
14	Type of Reporting Person (See Instructions) OO		

SCHEDULE 13D

CUSIP No.

1	Name of reporting person VHCP Management EG, LLC		
2	Check the appropriate box if a member of a Group (See Instructions) ☑ (a) ☐ (b)		
3	SEC use only		
4	Source of funds (See Instructions) WC		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or place of organization DELAWARE		
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00	
	8	Shared Voting Power 0.00	
	9	Sole Dispositive Power 0.00	
	10	Shared Dispositive Power 0.00	
11	Aggregate amount beneficially owned by each reporting person 0.00		
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐		
13	Percent of class represented by amount in Row (11) 0.0 %		
14	Type of Reporting Person (See Instructions) OO		

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Bong Y. Koh
2	Check the appropriate box if a member of a Group (See Instructions) ☑ (a) ☐ (b)

3	SEC use only	
4	Source of funds (See Instructions) WC	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 0.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐	
13	Percent of class represented by amount in Row (11) 0.0 %	
14	Type of Reporting Person (See Instructions) IN	

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Nimish Shah	
2	Check the appropriate box if a member of a Group (See Instructions) ☑ (a) ☐ (b)	
3	SEC use only	
4	Source of funds (See Instructions) WC	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially	7	Sole Voting Power 0.00

Owned by Each Reporting Person With:	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 0.00

11	Aggregate amount beneficially owned by each reporting person 0.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13	Percent of class represented by amount in Row (11) 0.0 %
14	Type of Reporting Person (See Instructions) IN

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Common Stock, par value $0.00001 per share

(b) Name of Issuer:

APOGEE THERAPEUTICS, INC.

(c) Address of Issuer's Principal Executive Offices:

221 Crescent Street, Building 17, Suite 102b, Waltham, MASSACHUSETTS , 02453.

Item 1 Comment: This Amendment No. 1 (this "Amendment No. 1" or this "Schedule 13D/A") amends and supplements the statement on Schedule 13D originally filed with the Securities and Exchange Commission (the "SEC") on July 28, 2023 (the "Statement") by the Reporting Persons. Unless otherwise defined herein, capitalized terms used in this Amendment No. 1 shall have the meanings ascribed to them in the Statement. Unless amended or supplemented below, the information in the Statement remains unchanged.

Item 4. Purpose of Transaction

Item 4 of the Statement is hereby amended and supplemented as follows: On June 18, 2026, the Issuer entered into an Agreement and Plan of Merger (the "Merger Agreement") with AbbVie Inc. ("AbbVie"), Andor LLC, a wholly owned subsidiary of AbbVie ("Parent"), and Andor Merger Co., a wholly owned subsidiary of Parent ("Merger Sub"). Pursuant to the Merger Agreement, on September 3, 2026, Merger Sub merged with and into the Issuer (the "Merger"), with the Issuer surviving the Merger as a wholly owned subsidiary of Parent. Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"): (i) each share of voting common stock of the Issuer, par value $0.00001 per share, and each share of non-voting common stock of the Issuer, par value $0.00001 per share (each, a "Share"), outstanding immediately prior to the Effective Time, but excluding each Share (A) owned by the Issuer or any of its wholly owned subsidiaries, (B) held by AbbVie, Parent, Merger Sub or any other wholly owned subsidiary of AbbVie, and (C) held by a stockholder who had not voted in favor of the adoption of the Merger Agreement or consented thereto and who was entitled to and properly demanded appraisal, was cancelled and converted into the right to receive $135.11 per Share in cash (the "Merger Consideration"), without interest and subject to any applicable tax withholding; (ii) each option to purchase Shares (each, an "Issuer Option") outstanding immediately prior to the Effective Time (whether vested or unvested) that had an exercise price per Share less than the Merger Consideration was cancelled and converted into the right to receive cash in an amount equal to the product of: (A) the total number of Shares subject to such Issuer Option immediately prior to the Effective Time, multiplied by (B) the excess of (x) the Merger Consideration over (y) the exercise price per Share under such Issuer Option, without interest and subject to any applicable tax withholding. Each Issuer Option outstanding immediately prior to the Effective Time (whether vested or unvested) that had an exercise price per Share greater than or equal to the Merger Consideration was cancelled without any consideration being payable in respect thereof, and had no further force or effect; (iii) each restricted stock unit award of the Issuer (each, a "Issuer RSU") outstanding immediately prior to the Effective Time became fully vested and was cancelled and converted into the right to receive a lump sum cash payment, without interest and subject to any applicable tax withholding, equal to the product of (A) the Merger Consideration, multiplied by (B) the number of Shares subject to such Issuer RSU; (iv) each outstanding restricted stock award of the Issuer (the "Issuer Restricted Stock") outstanding immediately prior to the Effective Time became fully vested and was converted into the right to receive the Merger Consideration for each such share of Issuer Restricted Stock; and (v) each warrant exercisable for Shares (each, a "Issuer Warrant") outstanding immediately prior to the Effective Time, in accordance with its terms, became exercisable by the holder thereof solely for the same Merger Consideration that such holder would have been entitled to receive if such holder had been, immediately prior to the Effective Time, the holder of the number of Shares that were issuable upon exercise in full of such Issuer Warrant without regard to any limitations on exercise contained in such Issuer Warrant. Pursuant to the Merger, the Reporting Persons disposed of an aggregate of 1,750,000 shares of voting common stock, 6,743,321 shares of non-voting common stock, 365,853 pre-funded warrants and stock options exercisable for an aggregate of 80,246 shares for the consideration described above. As a result of the Merger, the common stock ceased to trade on the Nasdaq Global Market prior to the opening of trading on September 4, 2026 and became eligible for delisting from the Nasdaq Global Market and termination of registration pursuant to Rules 12g-4(a)(1) and 12h-3(b)(1)(i) of the Act.

Item 5. Interest in Securities of the Issuer

(a) Rows 11 and 13 of each Reporting Person's cover page to this Schedule 13D/A set forth the aggregate number of shares of common stock of the Issuer and percentage of the shares of common stock of the Issuer beneficially owned by such Reporting Person and are incorporated herein by reference. VHCP Management III is the general partner of VHCP III and the manager of VHCP Co-Investment III. VHCP Management EG is the general partner of VHCP EG. Messrs. Shah and Koh are the voting members of VHCP Management III and VHCP Management EG.

(b) Rows 7 through 10 of each Reporting Person's cover page to this Schedule 13D/A set forth the number of shares of common stock of the Issuer as to which such Reporting Person has the sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition and are incorporated herein by reference.

(c) Except as set forth herein, none of the Reporting Persons has effected any transactions with respect to the securities of the Issuer during the past sixty days.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or any proceeds from the sale of, the securities beneficially owned by any of the Reporting Persons.

(e) The Reporting Persons ceased to be the beneficial owners of more than five percent of the Issuer's common stock on September 3, 2026.

Item 7. Material to be Filed as Exhibits.

Exhibit 24.1 Power of Attorney for Bong Koh, dated September 8, 2026. Exhibit 24.2 Power of Attorney for Nimish Shah, dated September 8, 2026. Exhibit 99.1 Joint Filing Agreement

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Venrock Healthcare Capital Partners III, L.P.

Signature: /s/ Sherman G. Souther
Name/Title: By VHCP Management III, LLC, its General Partner, By Sherman G. Souther, Authorized Signatory
Date: 09/08/2026

VHCP Co-Investment Holdings III, LLC

Signature: /s/ Sherman G. Souther
Name/Title: By VHCP Management III, LLC, its Manager, By Sherman G. Souther, Authorized Signatory
Date: 09/08/2026

Venrock Healthcare Capital Partners EG, L.P.

Signature: /s/ Sherman G. Souther
Name/Title: By VHCP Management EG, LLC, its General Partner, By Sherman G. Souther, Authorized Signatory
Date: 09/08/2026

VHCP Management III, LLC

Signature: /s/ Sherman G. Souther
Name/Title: By Sherman G. Souther, Authorized Signatory

Date: 09/08/2026

VHCP Management EG, LLC

Signature: /s/ Sherman G. Souther

Name/Title: By VHCP Management EG, LLC, its General Partner, By Sherman G. Souther, Authorized Signatory

Date: 09/08/2026

Bong Y. Koh

Signature: /s/ Sherman G. Souther

Name/Title: By Sherman G. Souther, Attorney-in-fact

Date: 09/08/2026

Nimish Shah

Signature: /s/ Sherman G. Souther

Name/Title: By Sherman G. Souther, Attorney-in-fact

Date: 09/08/2026

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Jessica Baron, Evan W. Neu and Sherman G. Souther, Jr., signing individually, the undersigned's true and lawful attorney-in fact and agent to:

(i) prepare, execute and file, for and on behalf of the undersigned, any and all documents and filings that are required or advisable to be made with the United States Securities and Exchange Commission, any stock exchange or similar authority, under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, including without limitation (a) any Joint Filing Agreement under Rule 13d-1(k) of the Exchange Act (or any successor provision thereunder), Schedule 13D and Schedule 13G (or any successor schedules or forms adopted under the Exchange Act) and any amendments thereto in accordance with Section 13 of the Exchange Act and the rules thereunder, and (b) Forms 3, 4 and 5 and any amendments thereto in accordance with Section 16(a) of the Exchange Act and the rules thereunder; and

(ii) take any other action of any nature whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming, nor is Venrock assuming, any of the undersigned's responsibilities to comply with the Exchange Act, including without limitation Sections 13 and 16 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the earliest to occur of (a) the undersigned is no longer required to file any form or document with respect to the undersigned's holdings of and transactions in securities issued by a company, (b) revocation by the undersigned in a signed writing delivered to the foregoing attorney-in-fact or (c) until such attorney-in-fact shall no longer be employed by Venrock.

IN WITNESS WHEREOF, the undersigned has cause this Power of Attorney to be executed as of this 8th day of September, 2026.

/s/ Bong Koh
Bong Koh

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Jessica Baron, Evan W. Neu and Sherman G. Souther, Jr., signing individually, the undersigned's true and lawful attorney-in fact and agent to:

(i) prepare, execute and file, for and on behalf of the undersigned, any and all documents and filings that are required or advisable to be made with the United States Securities and Exchange Commission, any stock exchange or similar authority, under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, including without limitation (a) any Joint Filing Agreement under Rule 13d-1(k) of the Exchange Act (or any successor provision thereunder), Schedule 13D and Schedule 13G (or any successor schedules or forms adopted under the Exchange Act) and any amendments thereto in accordance with Section 13 of the Exchange Act and the rules thereunder, and (b) Forms 3, 4 and 5 and any amendments thereto in accordance with Section 16(a) of the Exchange Act and the rules thereunder; and

(ii) take any other action of any nature whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming, nor is Venrock assuming, any of the undersigned's responsibilities to comply with the Exchange Act, including without limitation Sections 13 and 16 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the earliest to occur of (a) the undersigned is no longer required to file any form or document with respect to the undersigned's holdings of and transactions in securities issued by a company, (b) revocation by the undersigned in a signed writing delivered to the foregoing attorney-in-fact or (c) until such attorney-in-fact shall no longer be employed by Venrock.

IN WITNESS WHEREOF, the undersigned has cause this Power of Attorney to be executed as of this 8th day of September, 2026.

/s/ Nimish Shah
Nimish Shah

EXHIBIT 99.1

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned 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 Apogee Therapeutics, Inc. and further agree that this agreement be included as an exhibit to such filing. Each party to the agreement expressly authorizes each other party to file on its behalf any and all amendments to such statement. Each party to this agreement agrees that this joint filing agreement may be signed in counterparts.

In evidence whereof, the undersigned have caused this Agreement to be executed on their behalf this 8th day of September, 2026.

Venrock Healthcare Capital Partners III, L.P.

By: VHCP Management III, LLC
Its: General Partner

By: /s/ Sherman G. Souther
Name: Sherman G. Souther
Its: Authorized Signatory

Venrock Healthcare Capital Partners EG, L.P.

By: VHCP Management EG, LLC
Its: General Partner

By: /s/ Sherman G. Souther
Name: Sherman G. Souther
Its: Authorized Signatory

VHCP Co-Investment Holdings III, LLC

By: VHCP Management III, LLC
Its: Manager

By: /s/ Sherman G. Souther
Name: Sherman G. Souther
Its: Authorized Signatory

VHCP Management III, LLC

By: /s/ Sherman G. Souther
Name: Sherman G. Souther
Its: Authorized Signatory

VHCP Management EG, LLC

By: /s/ Sherman G. Souther
Name: Sherman G. Souther
Its: Authorized Signatory

Bong Koh

/s/ Sherman G. Souther
Sherman G. Souther, Attorney-in-fact

Nimish Shah

/s/ Sherman G. Souther
Sherman G. Souther, Attorney-in-fact