
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Under the Securities Exchange Act of 1934

(Amendment No. 3)*

Apimeds Pharmaceuticals US, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

(CUSIP Number)

You In Soo CEO
Room 613, Digital-ro 130, 6F Geumcheon-gu
Seol, M5, 08580
82-70-7600-7007

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

03/25/2026

(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 Inscobee Inc.
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (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)	
	<input type="checkbox"/>	
6	Citizenship or place of organization KOREA, REPUBLIC OF	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 2,099,747.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 2,099,747.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 2,099,747.00	
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) 16.7 %	
14	Type of Reporting Person (See Instructions) CO	

Comment for Type of Reporting Person:

(1) The percentage in Row 13 is based on 12,575,983 shares of common stock, par value \$0.01 per share (the "Common Stock"), of Apimed Pharmaceuticals US, Inc., a Delaware corporation (the "Issuer") outstanding as of February 26, 2026, as reported by the Issuer in its Definitive Proxy Statement on Schedule 14C filed on February 27, 2026 (the "Definitive 14C").

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Apimed Inc.
2	Check the appropriate box if a member of a Group (See Instructions)
	<input checked="" type="checkbox"/> (a) <input type="checkbox"/> (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)
	<input type="checkbox"/>
6	Citizenship or place of organization KOREA, REPUBLIC OF

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 4,316,618.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 4,316,618.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 4,316,618.00	
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) 34.3 %	
14	Type of Reporting Person (See Instructions) CO	

Comment for Type of Reporting Person: (1) The percentage in Row 13 is based on 12,575,983 shares of Common Stock outstanding as of February 26, 2026, as reported by the Issuer in the Definitive 14C.

SCHEDULE 13D

Item 1. Security and Issuer

(a) **Title of Class of Securities:**

Common Stock

(b) **Name of Issuer:**

Apimeds Pharmaceuticals US, Inc.

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

100 Matawan Road, Suite 325, Matawan, NEW JERSEY , 07747.

Item 1 Comment: This Amendment No. 3 to the Schedule 13D (this "Amendment No. 3") relates to the shares of common stock, par value \$0.01 per share (the "Common Stock"), of Apimeds Pharmaceuticals US, Inc., a Delaware corporation (the "Issuer"), and amends the Schedule 13D filed on May 19, 2025 (the "Original Schedule 13D"), Amendment No. 1 to Schedule 13D filed on January 26, 2026 ("Amendment No. 1") and Amendment No. 2 to Schedule 13D filed on March 20, 2026 ("Amendment No. 2") by Inscobee Inc. ("Inscobee") and Apimeds Inc. ("Apimeds Korea" and together with Inscobee, the "Reporting Persons") as set forth herein.

Item 2. Identity and Background

(a) This Item 2(a) is not being amended by this Amendment No. 3.

(b) This Item 2(b) is not being amended by this Amendment No. 3.

(c) This Item 2(c) is not being amended by this Amendment No. 3.

(d) This Item 2(d) is not being amended by this Amendment No. 3.

(e) This Item 2(e) is not being amended by this Amendment No. 3.

(f) This Item 2(f) is not being amended by this Amendment No. 3.

Item 3. Source and Amount of Funds or Other Consideration

This Item 3 is not being amended by this Amendment No. 3.

Item 4. Purpose of Transaction

Item 4 of Amendment No. 2 is hereby amended to add the following:

On March 25, 2026, the Reporting Persons issued a press release announcing that, on March 24, 2026, MindWave Innovations Inc. issued a press release (the "MindWave Press Release") on behalf of the Issuer, without the prior authorization or knowledge of the newly appointed Board or the officers of the Company, among other things, challenging the actions taken by Apimed Korea and Inscobee in the Written Consent and alleging that such actions constitute a breach of Inscobee and Apimed Korea's obligations pursuant to the Support & Lock-Up Agreement and threatening potential litigation against Inscobee, Apimed Korea and the Company to challenge the validity of the Written Consent.

The Reporting Persons strongly disagree with the allegations in the MindWave Press Release and believe that the Written Consent does not violate the Support & Lock-Up Agreement and remains validly delivered and the actions taken therein effective as of the date of delivery to the Company.

The Reporting Persons maintain that the actions authorized by the Written Consent are squarely outside the scope of any irrevocable proxy granted pursuant to the Support & Lock-Up Agreement, which, at most, was limited to: (a) voting in support of certain stockholder proposals required in connection with the Merger; and (b) voting against any transactions which would be contradictory to the Merger. Neither Inscobee nor Apimed Korea has taken any action in contravention of the proxy.

Inscobee, Apimed Korea and the Issuer reserve all rights with respect to the contents of the MindWave Press Release, reserve the right to challenge the validity of the Support Agreement, and intend to vigorously defend the validity of the Written Consent should the former officers and directors of the Issuer pursue litigation.

Item 5. Interest in Securities of the Issuer

(a) This Item 5 is not being amended by this Amendment No. 3.

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

This Item 6 is not being amended by this Amendment No. 3.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Original Schedule 13D is being amended to add the following exhibit:

99.1: Press Release issued by Reporting Persons on March 25, 2026.

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.

Inscobee Inc.

Signature: /s/ You In Soo
Name/Title: You In Soo, Chief Executive Officer
Date: 03/30/2026

Apimed Korea Inc.

Signature: /s/ You In Soo
Name/Title: You In Soo, Chief Executive Officer
Date: 03/30/2026

Inscobee Inc. and Apimed, Inc. Reaffirms Appointment of New Board of Directors for Apimed Pharmaceuticals US, Inc.**Rejects Allegations of MindWave Innovations, Inc.**

SEOUL, South Korea, March 25, 2026 (GLOBE NEWSWIRE) -- Inscobee Inc. (“Inscobee”) and Apimed, Inc., (“Apimed Korea”) today announced that on March 20, 2026, Inscobee and Apimed Korea, together with other stockholders of Apimed Pharmaceuticals US, Inc. (the “Company”) (NYSE American: APUS) who beneficially own at least 66 2/3% of the voting power of the Company, delivered an action by written consent of the stockholders to the Company (the “Written Consent”) to remove Elona Kogan, Jakap Koo, Carol O’Donnell and Dr. Bennett Weintraub as directors of the board of directors of the Company, effective immediately. In addition, pursuant to the Written Consent, the Majority Stockholders also appointed Mr. Youngjik Cho, Mr. Minguk Ji and Mr. Junyoung Yu to serve as Directors of the Company (the “Board”), effective immediately, to fill three of the resulting vacancies. Subsequent to their appointment, the Board took action to reduce the size of the Board to three, to remove Dr. Vin Menon and Erick Frim as chief executive officer and chief financial officer of the Company, respectively, and to appoint Mr. Cho as the new chief executive officer of the Company.

On March 24, 2026, MindWave Innovations Inc. (“MindWave”) and wholly owned subsidiary of the Company, issued a press release (the “MindWave Press Release”) on behalf of the Company, without the prior authorization or knowledge of the newly appointed Board or the officers of the Company, among other things, challenging the actions taken by Apimed Korea and Inscobee in the Written Consent and alleging that such actions constitute a breach of Inscobee and Apimed Korea’s obligations pursuant to that certain Support and Lock-Up Agreement, dated as of December 1, 2026 (the “Support Agreement”) and threatening potential litigation against Inscobee, Apimed Korea and the Company to challenge the validity of the Written Consent.

Inscobee, Apimed Korea and the Company strongly disagree with the allegations in the MindWave Press Release and believe that the Written Consent does not violate the Support Agreement and remains validly delivered and the actions taken therein effective as of the date of delivery to the Company.

As set forth in their previously filed Schedule 13D, Apimed Korea and Inscobee previously engaged in discussions with representatives of the Company, including the Company’s former executive officers and board of directors, and the management of MindWave regarding the previously reported merger pursuant to which MindWave became a wholly owned subsidiary of the Company (the “Merger”). Despite repeated requests, Apimed Korea and Inscobee were unable to obtain satisfactory information regarding the validity of MindWave’s ownership of certain digital assets, namely 1000 bitcoin, which were crucial consideration in connection with the Merger.

Inscobee and Apimed Korea maintain that the actions authorized by the Written Consent are squarely outside the scope of any irrevocable proxy granted pursuant to the Support Agreement, which, at most, was limited to: (a) voting in support of certain stockholder proposals required in connection with the Merger; and (b) voting against any transactions which would be contradictory to the Merger. Neither Inscobee nor Apimed has taken any action in contravention of the proxy. In addition, separate and apart from the Support Agreement, Section 141(k) of the Delaware General Corporate Law (“DGCL”) provides that directors of a company may be removed, with or without cause, by a majority of holders of the outstanding voting power of the company. Neither Apimed Korea nor Inscobee waived any right of action under Section 141(k) of the DGCL.

Inscobee, Apimed Korea and the Company reserve all rights with respect to the contents of the MindWave Press Release, reserve the right to challenge the validity of the Support Agreement, and intend to vigorously defend the validity of the Written Consent should the former officers and directors of the Company pursue litigation.

Contacts**MEDIA CONTACTS**

Email: apimed@inscobe.com