
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
SCHEDULE 13D

Under the Securities Exchange Act of 1934

MedTech Acquisition Corporation

(Name of Issuer)

Class A common stock, par value \$0.0001 per share

(Title of Class of Securities)

58507N105*

(CUSIP Number)

MedTech Acquisition Sponsor LLC
600 Fifth Avenue, 22nd Floor
New York, NY 10022

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

June 26, 2023

(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 Rule 13d-7 for other parties to whom copies are to be sent.

* There is no CUSIP number assigned to the Issuer's Class B common stock, par value \$0.0001 per share ("Class B Shares"). CUSIP number 58507N 105 has been assigned to the Issuer's Class A common stock, par value \$0.0001 per share ("Class A Shares"), which are listed on Nasdaq Stock Market under the symbol "MTAC."

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.

1 Names of Reporting Persons.

MedTech Acquisition Sponsor LLC

2 Check the Appropriate Box if a Member of a Group (See Instructions)

(a) o

(b) o

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): o

6 Citizenship or Place of Organization.

Delaware

7 Sole Voting Power

0

Number
of Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power

6,250,000 (1)

9 Sole Dispositive Power

0

10 Shared Dispositive Power

6,250,000 (1)

11 Aggregate Amount Beneficially Owned by Each Reporting Person

6,250,000 (1)

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)

84.5% (1)(2)

14 Type of Reporting Person (See Instructions)

OO

(1) See Item 5 below. This includes the 6,249,999 Class A Shares, which MedTech Acquisition Sponsor LLC ("Sponsor") elected to convert from Class B Shares previously held by Sponsor on a one-for-one basis on June 26, 2023, as well as the one (1) remaining Class B Share continued to be owned by Sponsor. This excludes the 4,933,333 Class A Shares underlying the private placement warrants held by Sponsor that are not exercisable until 30 days after completion of the Issuer's Business Combination.

(2) Based on a total of 7,394,793 shares of the Issuer's common stock outstanding, which includes one (1) Class B Share, as of June 26, 2023.

1 Names of Reporting Persons.

Christopher C. Dewey

2 Check the Appropriate Box if a Member of a Group (See Instructions)

(a) o

(b) o

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): o

6 Citizenship or Place of Organization.

United States

7 Sole Voting Power

0

Number
of Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power

6,250,000 (1)

9 Sole Dispositive Power

0

10 Shared Dispositive Power

6,250,000 (1)

11 Aggregate Amount Beneficially Owned by Each Reporting Person

6,250,000 (1)

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)

84.5% (1)(2)

14 Type of Reporting Person (See Instructions)

IN

(1) See Item 5 below. This includes the 6,249,999 Class A Shares, which Sponsor elected to convert from Class B Shares previously held by Sponsor on a one-for-one basis on June 26, 2023, as well as the one (1) remaining Class B Share continued to be owned by Sponsor. This excludes the 4,933,333 Class A Shares underlying the private placement warrants held by Sponsor that are not exercisable until 30 days after completion of the Issuer's Business Combination.

(2) Based on a total of 7,394,793 shares of the Issuer's common stock outstanding, which includes one (1) Class B Share, as of June 26, 2023.

1 Names of Reporting Persons.

David J. Matlin

2 Check the Appropriate Box if a Member of a Group (See Instructions)

(a) o

(b) o

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): o

6 Citizenship or Place of Organization.

United States

7 Sole Voting Power

0

Number
of Shares
Beneficially
Owned by
Each

8 Shared Voting Power

6,250,000 (1)

9 Sole Dispositive Power

Reporting
Person With

0

10 Shared Dispositive Power

6,250,000 (1)

11 Aggregate Amount Beneficially Owned by Each Reporting Person

6,250,000 (1)

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)

84.5% (1)(2)

14 Type of Reporting Person (See Instructions)

IN

(1) See Item 5 below. This includes the 6,249,999 Class A Shares, which Sponsor elected to convert from Class B Shares previously held by Sponsor on a one-for-one basis on June 26, 2023, as well as the one (1) remaining Class B Share continued to be owned by Sponsor. This excludes the 4,933,333 Class A Shares underlying the private placement warrants held by Sponsor that are not exercisable until 30 days after completion of the Issuer's Business Combination.

(2) Based on a total of 7,394,793 shares of the Issuer's common stock outstanding, which includes one (1) Class B Share, as of June 26, 2023.

SCHEDULE 13D

This Schedule 13D is filed on behalf of MedTech Acquisition Sponsor LLC, a Delaware limited liability company, Christopher C. Dewey, and David J. Matlin (each, a "Reporting Person" and collectively, the "Reporting Persons").

Item 1. Security and Issuer.

This statement on Schedule 13D relates to the Class A common stock, \$0.0001 par value per share (the "Class A Shares"), of MedTech Acquisition Corporation, a Delaware corporation (the "Issuer"), whose principal executive offices are located at 48 Maple Avenue, Greenwich, CT 06830.

Item 2. Identity and Background

The Schedule 13D is being filed by the following Reporting Persons:

- MedTech Acquisition Sponsor LLC ("Sponsor");
- Christopher C. Dewey; and
- David J. Matlin.

Sponsor is organized under the laws of Delaware. Each of Mr. Christopher C. Dewey and David J. Matlin is a citizen of the United States. The address for Sponsor is 600 Fifth Avenue, 22nd Floor, New York, NY 10022, and for each of Mr. Christopher C. Dewey and David J. Matlin is C/O MedTech Acquisition Corporation, 48 Maple Avenue, Greenwich, CT 06830.

The principal occupation of Messrs. Dewey and Matlin is the managing member of Sponsor.

During the last five years, none of the Reporting Persons (i) has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to a 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 violation with respect to such laws.

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

The aggregate purchase price for the Founder Shares (as defined below) was \$25,000. The source of these funds was the working capital of Sponsor.

Item 4. Purpose of Transaction*Founder Shares*

In September 2020, Sponsor purchased 5,750,000 founder shares, classified as Class B Shares (the “Founder Shares”) (up to an aggregate of 750,000 shares of which were subject to forfeiture depending on the extent to which the underwriters’ over-allotment option was exercised), for an aggregate purchase price of \$25,000. In December 2020, the Issuer effected a stock dividend for 0.1 shares for each share of Class B Shares outstanding, resulting in Sponsor holding an aggregate of 6,325,000 Founder Shares (up to an aggregate of 825,000 shares of which were subject to forfeiture depending on the extent to which the underwriters’ over-allotment option was exercised). As a result of the underwriters’ partial exercise of its over-allotment option, Sponsor forfeited 75,000 Founder Shares, resulting in ownership of 6,250,000 Founder Shares. The Founder Shares will automatically convert into Class A Shares at the time of the Issuer’s initial business combination (the “Business Combination”) or at any time prior to the closing of the Business Combination at the option of the holder of Founder Shares, on a one-for-one basis, subject to adjustment pursuant to certain anti-dilution rights, and are also convertible, at any time prior to a Business Combination, at the option of the holder.

On June 26, 2023, Sponsor elected to convert on a one-for-one basis 6,249,999 Class B Shares into 6,249,999 Class A Shares (the “Founder Conversion”), resulting in Sponsor continuing to own one (1) Class B Share following the Founder Conversion. The 6,249,999 Class A Shares issued to Sponsor in connection with the Founder Conversion together with the one (1) Class B Share continued to be owned by Sponsor are, for purposes of this Schedule 13D, are considered “Founder Shares” and such Founder Shares are subject to the same registration rights and restrictions as the Class B Shares before the Founder Conversion, including, among others, certain transfer restrictions, waiver of redemption rights and the obligation to vote in favor of a Business Combination as described in the prospectus for the Issuer’s initial public offering (“IPO”).

Private Placement Warrants

In December, 2020, simultaneously with the closing of the Issuer’s IPO, Sponsor purchased an aggregate of 4,933,333 private placement warrants (the “Private Placement Warrants”) for a purchase price of \$1.50 per warrant pursuant to a Private Placement Warrants Purchase Agreement dated December 17, 2020 (the “Private Placement Warrants Purchase Agreement”). Sponsor’s interest in such transaction was valued at \$7,400,000. Each Private Placement Warrant entitles the holder thereof to purchase one share of the Issuer’s Class A Shares at a price of \$11.50 per share. The Private Placement Warrants (including the Class A Shares issuable upon exercise thereof) may not, subject to certain limited exceptions, be transferred, assigned or sold by the holder until 30 days after the completion of the Issuer’s Business Combination.

The foregoing description of the Private Placement Warrants Purchase Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the agreement, which is attached as an exhibit hereto and incorporated herein by reference.

Letter Agreement

Sponsor and the Issuer entered into a letter agreement (the “Letter Agreement”) pursuant to which Sponsor agreed (i) to waive its redemption rights with respect to its Founder Shares and Class A Shares in connection with the completion of the Business Combination, (ii) to waive its redemption rights with respect to its Founder Shares and Class A Shares in connection with a stockholder vote to approve an amendment to the Issuer’s amended and restated certificate of incorporation to (A) modify the substance or timing of the Issuer’s obligation to provide for the redemption of the Issuer’s public shares in connection with a Business Combination or to redeem 100% of the Issuer’s public shares if the Issuer does not complete the Business Combination within the required timeframe or (B) with respect to any other material provisions relating to stockholders’ rights or pre-Business Combination activity, and (iii) waive their rights to liquidating distributions from the Issuer’s trust account with respect to its Founder Shares if the Issuer fails to complete the Business Combination within 24 months from the closing of the IPO, although it will be entitled to liquidating distributions from the Issuer’s trust account with respect to any public shares it holds if the Issuer fails to complete the Business Combination within the prescribed time frame.

Voting Agreement

Further pursuant to the Letter Agreement, Sponsor has agreed to vote any Founder Shares held by it and any public shares purchased during or after the Issuer's IPO (including in open market and privately-negotiated transactions) in favor of the Issuer's Business Combination. If the Issuer submits the Business Combination to its public stockholders for a vote, the Issuer will complete the Business Combination only if a majority of the Issuer's outstanding common stock voted are voted in favor of the Business Combination.

Lock-up Agreement

Further pursuant to the Letter Agreement, Sponsor agreed not to transfer, assign or sell any of the Founder Shares, Private Placement Warrants and any Class A Shares issued upon conversion or exercise thereof pursuant to the lock-up provision in the Letter Agreement. Those lock-up provisions provide that such securities are not transferable or salable (i) in the case of the Founder Shares, until the earlier of (A) one year after the completion of the Issuer's Business Combination or (B) subsequent to the Issuer's Business Combination, (x) if the reported closing price of the Class A Shares equals or exceeds \$12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Issuer's Business Combination, or (y) the date on which the Issuer completes a liquidation, merger, capital stock exchange or other similar transaction that results in all of its stockholders having the right to exchange their shares of common stock for cash, securities or other property. Any permitted transferees will be subject to the same restrictions and other agreements of the Issuer's initial stockholders with respect to any Founder Shares, and (ii) in the case of the Private Placement Warrants and the Class A Shares underlying such warrants, until 30 days after the completion of the Issuer's Business Combination, except in each case (a) to the Issuer's officers or directors, any affiliates or family members of any of the Issuer's officers or directors, any members of Sponsor, or any affiliates of Sponsor, (b) in the case of an individual, by gift to a member of one of the members of the individual's immediate family or to a trust, the beneficiary of which is a member of one of the individual's immediate family, an affiliate of such person or to a charitable organization; (c) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (d) in the case of an individual, pursuant to a qualified domestic relations order; (e) by private sales or transfers made in connection with any forward purchase agreement or similar arrangement or in connection with the consummation of an Business Combination at prices no greater than the price at which the shares or warrants were originally purchased; (f) in the event of the Issuer's liquidation prior to the completion of the Issuer's Business Combination; or (g) by virtue of the laws of Delaware or the organizational documents of our sponsor upon dissolution of Sponsor; provided, however, that in the case of clauses (a) through (e) or (g), the permitted transferees must enter into a written agreement agreeing to be bound by the transfer restrictions and the other restrictions contained in the Letter Agreement and by the same agreements entered into by Sponsor with respect to such securities.

The foregoing description of the Letter Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the agreement, which is attached as an exhibit hereto and incorporated herein by reference.

Registration Rights Agreement

In connection with the closing of the IPO, the Issuer entered into a registration rights agreement (the "Registration Rights Agreement") with Sponsor in December 2020, pursuant to which Sponsor is entitled to make up to three demands, excluding short form demands, that the Issuer registers Founder Shares, Private Placement Warrants, any warrants that may be issued upon the exercise of the working capital loans, any Class A Shares issuable upon the exercise of Private Placement Warrants, any Class A Shares issuable upon the conversion of the Founder Shares. In addition, Sponsor has certain "piggy-back" registration rights with respect to registration statements filed by the Issuer to register for resale such securities pursuant to Rule 415 under the Securities Act.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the agreement, which is attached as an exhibit hereto and incorporated herein by reference.

Sponsor Loan

On May 24, 2022, the Issuer issued a convertible promissory note in the principal amount of up to \$1,500,000 to Sponsor. This convertible promissory note is non-interest bearing and payable on the earlier of (i) the date of the Business Combination or (ii) the winding up of the Issuer. At any time prior to payment in full of the principal balance of this convertible promissory note, Sponsor may elect to convert all or any portion of the unpaid principal balance into that number of warrants, each exercisable for one share of Class A Shares, equal to (x) the portion of the principal amount of this note being converted, divided by (y) \$1.50, rounded up to the nearest whole number of warrants.

The foregoing description of the convertible promissory note issued to Sponsor does not purport to be complete and is subject to, and qualified in its entirety by, the full text of their respective agreement, which are attached as exhibits hereto and incorporated herein by reference.

General

The Reporting Persons acquired the securities described in this Schedule 13D for investment purposes and intend to review their investments in the Issuer on a continuing basis. Subject to the terms of the Letter Agreement, any actions the Reporting Persons might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Persons' review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

Subject to the terms of the Letter Agreement, the Reporting Persons may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions, including pursuant to registered transactions pursuant to the Registration Rights Agreement. In addition, the Reporting Persons and their designees to the Board may engage in discussions with management, the Board, and securityholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or other transaction that could result in the de-listing or de-registration of the common stock; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Board. There can be no assurance, however, that any Reporting Person will propose such a transaction or that any such transaction would be successfully implemented.

Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Item 4 of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

Item 5. Interest in Securities of the Issuer

(a) Items 7-11 of the cover pages of this Schedule 13D are incorporated herein by reference. As of the date hereof, the Reporting Persons may be deemed to beneficially own 6,250,000 shares of Issuer's common stock, representing 84.5% of the total of the Issuer's issued and outstanding shares of common stock. This amount excludes the 4,933,333 Class A Shares underlying the Private Placement Warrants that are not exercisable until 30 days after completion of the Issuer's Business Combination.

The foregoing beneficial ownership percentage is based on a total of 7,394,793 shares of common stock outstanding, which includes one (1) Class B Share.

(b) Items 7-11 of the cover pages of this Schedule 13D are incorporated herein by reference. The Reporting Persons have shared voting power and shared dispositive power with regard to the 6,250,000 shares of common stock reported in this Schedule 13D.

(c) The Reporting Persons have not effected any transactions of the Issuer's shares of common stock during the 60 days preceding the date of this report, except as described in Item 3 and Item 4 of this Schedule 13D, which information is incorporated herein by reference.

(d) None.

(e) Not applicable.

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

Item 4 above summarizes certain provisions of the Private Placement Warrants Purchase Agreement, Letter Agreement, Registration Rights Agreement and the convertible promissory note issued to Sponsor, and is incorporated herein by reference. A copy of these agreements are attached as exhibits to this Schedule 13D, and are incorporated herein by reference.

Except as set forth herein, none of the Reporting Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits

Exhibit Number	Description
1	Joint Filing Agreement.
2	Letter Agreement, dated December 17, 2020, by and among the Issuer, its officers, its directors and Sponsor (Incorporated herein by reference to the exhibits to the Issuer's Current Report on Form 8-K, filed with the SEC on December 23, 2020).
3	Private Placement Warrants Purchase Agreement, dated December 17, 2020, by and between the Issuer and Sponsor (Incorporated herein by reference to the exhibits to the Issuer's Current Report on Form 8-K, filed with the SEC on December 23, 2020).
4	Registration Rights Agreement, dated December 17, 2020, by and between the Issuer and Sponsor (Incorporated herein by reference to the exhibits to the Issuer's Current Report on Form 8-K, filed with the SEC on December 23, 2020).
5	Form of Amended and Restated Registration Rights Agreement, by and among the Issuer, Sponsor, and certain former stockholders of the Issuer (Incorporated herein by reference to the exhibits to the Issuer's Current Report on Form 8-K, filed with the SEC on November 14, 2022).
6	Promissory Note, dated May 24, 2022, by and between the Issuer and Sponsor (Incorporated herein by reference to the exhibits to the Issuer's Current Report Form 8-K, filed with the SEC on May 26, 2022).

SIGNATURES

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.

Date: July 6, 2023

MEDTECH ACQUISITION SPONSOR LLC

By: /s/ Christopher C. Dewey
Name: Christopher C. Dewey
Title: Managing Member

CHRISTOPHER C. DEWEY

/s/ Christopher C. Dewey

DAVID J. MATLIN

/s/ David J. Matlin

**EXHIBIT 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 any and all amendments thereto) with respect to the shares of Class A common stock, \$0.0001 par value per share, of MedTech Acquisition Corporation, and further agree that this Joint Filing Agreement shall be included as an exhibit to such joint filings.

The undersigned further agree that each party hereto is responsible for the timely filing of such Statement on Schedule 13D and any amendments thereto, and for the accuracy and completeness of the information concerning such party contained therein; provided, however, that no party is responsible for the accuracy or completeness of the information concerning any other party, unless such party knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of July 6, 2023.

MEDTECH ACQUISITION SPONSOR LLC

By: /s/ Christopher C. Dewey
Name: Christopher C. Dewey
Title: Managing Member

By: /s/ Christopher C. Dewey
Name: Christopher C. Dewey

By: /s/ David J. Matlin
Name: David J. Matlin
