

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 13, 2013

VENTRUS BIOSCIENCES, INC.

(Exact name of registrant as specified in its charter)

Delaware

001-35005

20-8729264

(State or other jurisdiction of incorporation)

(Commission File Number)

(IRS Employer ID Number)

99 Hudson Street, 5th Floor, New York, New York

10013

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code

(646) 706-5208

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On September 13, 2013, we entered into an amendment to our existing Controlled Equity OfferingSM sales agreement with Cantor Fitzgerald & Co., or Cantor, pursuant to which we may issue and sell up to \$20,521,567 worth of shares of our common stock from time to time through Cantor acting as agent and/or principal, in addition to the \$4,417,483 of shares previously sold under the sales agreement. Sales of our common stock through Cantor, if any, will be made on the NASDAQ Capital Market by means of ordinary brokers' transactions at market prices, in block transactions or as otherwise agreed by Cantor and us. Cantor will use its commercially reasonable efforts to sell our common stock from time to time, based upon our instructions (including any price, time or size limits or other customary parameters or conditions we may impose). We will pay Cantor a commission rate of 3.0% of the gross sales price per share of any common stock sold through Cantor as agent under the sales agreement. We also have provided Cantor with customary indemnification rights.

The foregoing description of the amendment to the sales agreement is not complete and is qualified in its entirety by reference to the full text of such amendment, a copy of which is filed herewith as Exhibit 1.7 to this Current Report on Form 8-K and is incorporated herein by reference. This Current Report on Form 8-K also incorporates by reference the amendment to the sales agreement into our shelf registration statement on Form S-3 (File No. 333-179259) previously filed with the SEC.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No. Description

1.7	Amendment No. 1, dated September 13, 2013, to Sales Agreement, dated January 30, 2012, between Ventrus Biosciences, Inc. and Cantor Fitzgerald & Co.
5.1	Opinion of Wyrick Robbins Yates & Ponton LLP.
23.1	Consent of Wyrick Robbins Yates & Ponton LLP (included in Exhibit 5.1).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VENTRUS BIOSCIENCES, INC.

Date: September 13, 2013

/s/ David J. Barrett

David J. Barrett, Chief Financial Officer

VENTRUS BIOSCIENCES, INC
CONTROLLED EQUITY OFFERINGSM
AMENDMENT NO. 1 TO
SALES AGREEMENT

September 13, 2013

Cantor Fitzgerald & Co.
499 Park Avenue
New York, NY 10022

Ladies and Gentlemen:

Reference is made to the Sales Agreement, dated January 30, 2012 (the "**Sales Agreement**"), between Cantor Fitzgerald & Co. ("**CF&Co**") and Ventrus Biosciences, Inc., a Delaware corporation (the "**Company**"), pursuant to which the Company agreed to sell through CF&Co, as sales agent, up to \$20,000,000 of shares of common stock, par value \$0.001 per share, of the Company. All capitalized terms used in this Amendment No. 1 to Sales Agreement between CF&Co and the Company (this "**Amendment**") and not otherwise defined herein shall have the respective meanings assigned to such terms in the Sales Agreement. CF&Co and the Company agree as follows:

A. **Amendments to Sales Agreement.** The Sales Agreement is amended as follows:

1. The first sentence of Section 1 of the Sales Agreement is hereby deleted and replaced with the following:

"The Company agrees that, from time to time on or after September 11, 2013 and during the term of this Agreement, on the terms and subject to the conditions set forth herein, it may issue and sell through the Agent, shares (the "**Placement Shares**") of common stock, par value \$0.001 per share (the "**Common Stock**"), of the Company having an aggregate offering price of up to \$20,521,567 and such amount of Placement Shares shall be available for offer and sale in addition to any previous offers and sales of Placement Shares pursuant to this Agreement, subject to any limitations set forth in Section 5(e) hereof ("**Maximum Amount**")."

2. The following sentence shall be added as the third sentence, to the second paragraph of Section 1 of the Sales Agreement:

"The Company may file one or more additional registration statements from time to time that will contain a base prospectus and/or prospectus supplement with respect to the Placement Shares, which documents shall constitute the "Prospectus Supplement" and "Prospectus" as applicable."

3. The first sentence of the Placement Notice attached as Schedule 1 to the Sales Agreement shall be amended to add "as amended on September 13, 2013" immediately after "January 30, 2012".

4. Schedule 3 shall be amended by deleting “Peter Dippolito (pdippolito@cantor.com)” and adding “With copies to: CFControlledEquityOffering@cantor.com” under the heading “The Agent.”
5. The first sentence of the Form of Representation Date Certificate attached as Exhibit 7(l) to the Sales Agreement is amended to add “as amended on September 13, 2013” immediately before “(the “Sales Agreement”)”.

B. Prospectus Supplement. The Company shall file a 424(b) Prospectus Supplement reflecting this Amendment within 2 business days of the date hereof.

C. No Other Amendments. Except as set forth in Part A above, all the terms and provisions of the Sales Agreement shall continue in full force and effect.

D. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Amendment by one party to the other may be made by facsimile or email transmission.

E. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the principles of conflicts of laws.

[Remainder of page intentionally left blank.]

If the foregoing correctly sets forth the understanding between the Company and CF&Co, please so indicate in the space provided below for that purpose, whereupon this Amendment No. 1 to Sales Agreement shall constitute a binding agreement between the Company and CF&Co.

Very truly yours,

VENTRUS BIOSCIENCES, INC.

By: /s/ David J. Barrett

Name: David J. Barrett

Title: Chief Financial Officer

**ACCEPTED as of the date first-above written:
CANTOR FITZGERALD & CO.**

By: /s/ Jeffrey Lumby

Name: Jeffrey Lumby

Title: Senior Managing Director

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, North Carolina 27607

September 13, 2013

Ventrus Biosciences, Inc.
99 Hudson Street, 5th Floor
New York, New York 10013

Gentlemen:

We have acted as counsel to Ventrus Biosciences, Inc., a Delaware corporation (the "**Company**"), in connection with the sale of up to \$20,521,567 of its common stock, par value \$0.001 per share (the "**Shares**"), pursuant to a Registration Statement on Form S-3 (File No. 333-179259) (the "**Registration Statement**") and the related Prospectus and Prospectus Supplement, as amended, filed with the Securities and Exchange Commission (the "**Commission**"). All of the Shares are to be sold by the Company as described in the Registration Statement and related Prospectus and Prospectus Supplement, as amended.

In connection with this opinion, we have examined the Registration Statement and related Prospectus and Prospectus Supplement, as amended, your Certificate of Incorporation and Bylaws, as currently in effect and such other documents, records, certificates, memoranda and other instruments as we deem necessary as a basis for this opinion. We have assumed the genuineness and authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as copies thereof, and the due execution and delivery of all documents where due execution and delivery are a prerequisite to the effectiveness thereof. Further, we have assumed that the aggregate gross amount of Shares sold will not exceed \$20,521,567.

Our opinion is expressed only with respect to the federal laws of the United States of America and the General Corporation Law of the State of Delaware. We express no opinion as to whether the laws of any particular jurisdiction other than those identified above are applicable to the subject matter hereof.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when sold and issued in accordance with the Registration Statement and related Prospectus and Prospectus Supplement, as amended, will be validly issued, fully paid, and nonassessable.

We consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K filed with the Commission on or about September 13, 2013.

Sincerely,

/s/ Wyrick Robbins Yates & Ponton LLP
