
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):

April 1, 2010

Cumberland Pharmaceuticals Inc.

(Exact name of registrant as specified in its charter)

Tennessee

001-33637

62-1765329

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

2525 West End Avenue, Suite 950, Nashville,
Tennessee

37203

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

(615) 255-0068

Not Applicable

Former name or former address, if changed since last report

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.

Effective April 1, 2010, Cumberland Pharmaceuticals Inc. entered into the Fifth Amendment to Service Agreement with Ventiv Commercial Services, LLC (the "Amendment"). The Amendment extends the term of the predecessor amendments and agreement to June 30, 2010 and provides that the contract will continue on a month-to-month basis after June 30, 2010, until such time as either party provides the other party with forty-five (45) days prior written notice, for a monthly fee of \$362,543. The foregoing is qualified in its entirety by the full text of the Amendment, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

This Amendment relates to the Cardinal Health Contract Sales and Services for Cumberland Pharmaceuticals Inc. Dedicated Sales Force Agreement, dated May 16, 2006, by and between Cardinal Health PTS, LLC and Cumberland Pharmaceuticals Inc., as filed with the SEC on July 11, 2007 as Exhibit 10.4 to Amendment No. 3 of Cumberland's Registration Statement on Form S-1 (File No. 333-142535). The Company further amended the agreement with the first and second amendment, as filed with the SEC on July 11, 2007 as Exhibits 10.5 and 10.6 to Amendment No. 3 of Cumberland's Registration Statement on Form S-1, the third amendment, as filed with the SEC on May 21, 2008 as Exhibit 10.6.1 to Amendment No. 10 of Cumberland's Registration Statement on Form S-1, and the fourth amendment, as filed with the SEC on May 12, 2009 as Exhibit 10.6.2 to Amendment No. 18 of Cumberland's Registration Statement on Form S-1. Under the agreement and the amendments, Cardinal Health, later Ventiv as successor-in-interest, agreed to provide sales representatives for Cumberland's products within a certain territory for a monthly fee, subject to various pass-through costs and performance incentives.

Item 9.01 Financial Statements and Exhibits.

10.1 Fifth Amendment to Service Agreement, dated April 1, 2010, by and between Ventiv Commercial Services, LLC and Cumberland Pharmaceuticals Inc.

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.

Cumberland Pharmaceuticals Inc.

April 6, 2010

By: */s/ David L. Lowrance*

Name: David L. Lowrance

Title: Chief Financial Officer

Exhibit Index

Exhibit No.	Description
10.1	Fifth Amendment to Service Agreement, dated April 1, 2010, by and between Ventiv Commercial Services, LLC and Cumberland Pharmaceuticals Inc.

**FIFTH AMENDMENT TO
SERVICE AGREEMENT**

This Fifth Amendment (the "Fifth Amendment") dated as of April 1, 2010 (the "Effective Date"), by and between VENTIV COMMERCIAL SERVICES, LLC, a New Jersey limited liability company ("Ventiv") and CUMBERLAND PHARMACEUTICALS, INC., a Tennessee corporation ("Client"). Ventiv and Client may each be referred to herein as a "Party" and collectively, the "Parties".

W I T N E S S E T H:

WHEREAS, Ventiv, as successor in interest to Cardinal Health PTS, LLC, and Client are parties to that certain Contract Sales and Service Agreement dated as of May 16, 2006, as amended, by that First Amendment to Contract Sales and Service Agreement dated as of July 19, 2006, a Second Amendment to Contract Sales and Service Agreement dated as of June 1, 2007, a Third Amendment to Contract Sales and Service Agreement dated as of March 26, 2008, and a Fourth Amendment Contract Sales and Service Agreement dated as of April 1, 2009 (collectively, the "Service Agreement").

WHEREAS, Ventiv and Client desire to supplement and amend the Service Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

1. Except as provided in this Fifth Amendment, the terms and conditions set forth in the Service Agreement shall remain unaffected by execution of this Fifth Amendment. To the extent any provisions or terms set forth in this Fifth Amendment conflict with the terms set forth in the Service Agreement, the terms set forth in this Fifth Amendment shall govern and control. Terms not otherwise defined herein, shall have the meanings set forth in the Service Agreement.

2. Section 14 of the Service Agreement is amended to provide that the Renewal Term shall be extended from the Effective Date through June 30, 2010 (the "Extended Term"). In addition, the Extended Term shall automatically and continuously extend for additional periods of one month each, until such time as one Party provides the other Party with forty-five (45) days prior written notice (it being understood and agreed that the actual termination date shall not be prior to June 30, 2010).

3. Commencing on the Effective Date, Section I (Fixed Fees) of Schedule 3.1 (Compensation — Implementation Fees, Fixed Fees and Pass-Through Costs and Billing Terms) is amended to provide for Client to pay Ventiv a fixed monthly fee as follows:

<u>PERIOD</u>	<u>FIXED MONTHLY FEE</u>
April 1, 2010 through end of Extended Term (per month)	\$362,543

4. This Fifth Amendment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this Fifth Amendment by exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Fifth Amendment by such party. Such facsimile copies shall constitute enforceable original documents.

5. The terms of this Fifth Amendment are intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Fifth Amendment constitute the complete and exclusive statement of its terms and shall supersede any prior agreement with respect to the subject matter hereof.

WHEREFORE, the Parties hereto have caused this Fifth Amendment to be executed by their duly authorized representatives.

VENTIV COMMERCIAL SERVICES, LLC

By: /s/ Paul Mignon
Name: Paul Mignon
Title: President, inVentiv Selling
Solutions

CUMBERLAND PHARMACEUTICALS, INC.

By: /s/ A.J. Kazimi
Name: A.J. Kazimi
Title: CEO