

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO
FILED PURSUANT TO RULE 13d-2(a)
(Amendment No. 1)*

Panja, Inc.

(Name of Issuer)

Common Stock, \$0.01 par value

(Title of Class of Securities)

698493103

(CUSIP Number)

F. Thomas Dunlap
Senior Vice President, General Counsel and Secretary
Intel Corporation
2200 Mission College Boulevard
Santa Clara, CA 95052
Telephone: (408) 765-8080

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

August 1, 2001

(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 Rule 13d-1 (e), 13d-1 (f) or 13d-1 (g), check the following box [].

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

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 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

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1. NAME OF REPORTING PERSON: INTEL CORPORATION
S.S. or I.R.S. IDENTIFICATION NO. OF 94-1672743
ABOVE PERSON:
2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a)
(b)
3. SEC USE ONLY
4. SOURCE OF FUNDS** N/A
5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS
REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)
6. CITIZENSHIP OR PLACE OF ORGANIZATION: DELAWARE
7. SOLE VOTING POWER: 238,057
- NUMBER OF
SHARES 8. SHARED VOTING POWER: -0-
- BENEFICIALLY
OWNED BY EACH 9. SOLE DISPOSITIVE POWER: 238,057
- REPORTING
PERSON WITH 10. SHARED DISPOSITIVE POWER: -0-
11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH

REPORTING PERSON: 238,057
12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)
EXCLUDES CERTAIN SHARES**
13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW
(11): 2.1% consisting of an exercisable
warrant to purchase 238,057 shares.
14. TYPE OF REPORTING PERSON: CO

**SEE INSTRUCTIONS BEFORE FILLING OUT!

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This Amendment No. 1 amends the Schedule 13D dated December 15, 1999 and filed by the Reporting Person. This Amendment No. 1 reports, among other things, the sales of an aggregate of 423,212 shares of Common Stock of the Issuer by the Reporting Person from April 23, 2001 through August 1, 2001.

ITEM 1. Security and Issuer.

(a) Name of Principal Executive Offices of Issuer:

Panja, Inc (the "Issuer")
3000 Research Drive
Richardson, TX 75082

(b) Title of Class of Equity Securities:

Common Stock, \$0.01 par value ("Common Stock")

ITEM 2. Identity and Background.

(a) Name of Person Filing:

Intel Corporation (the "Reporting Person")

(b) Address of Principal Business Office:

2200 Mission College Boulevard
Santa Clara, CA 95052-8119

(c) Principal Business:

Manufacturer of microcomputer components,
modules and systems.

(d) Criminal Proceedings:

During the last five years, neither the Reporting Person nor any executive officer or director of the Reporting Person has been convicted in any criminal proceeding.

(e) Civil Proceedings:

During the last five years, neither the Reporting Person nor any executive officer or director of the Reporting Person has been party to any civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to any 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.

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(f) Place of Organization:

Delaware

Attached hereto as Appendix A is information required by this Item 2 with respect to the executive officers and directors of the Reporting Person. All such individuals are U.S. citizens, except as otherwise indicated on Appendix A.

ITEM 4. Purpose of the Transaction.

On December 15, 1999, the Reporting Person acquired

423,212 shares of Common Stock and a warrant (the "Warrant") to purchase 238,057 shares of Common Stock for \$5.0 million pursuant to a Securities Purchase and Investor Rights Agreement dated December 15, 1999 (the "Securities Purchase Agreement"). The Reporting Person also acquired an additional warrant (the "Additional Warrant") to purchase 79,352 shares of Common Stock which would only become exercisable upon satisfaction of certain milestones.

From April 23, 2001 through August 1, 2001, the Reporting Person sold an aggregate of 423,212 shares of Common Stock.

On June 15, 2001, the Additional Warrant expired without becoming exercisable.

The Reporting Person continues to hold the Warrant as an investment. As part of the Securities Purchase Agreement, the Reporting Person has agreed not to acquire more than 19.99% of the Issuer's Common Stock, subject to certain exceptions. The Reporting Person will from time to time explore opportunities for liquidating all or a portion of the Warrant, through one or more sales pursuant to public or private offerings or otherwise depending upon the Reporting Person's evaluation of market conditions, market price, alternative investment opportunities, liquidity needs and other factors. The Reporting Person may determine to retain some portion of the Warrant as an investment.

In addition, the Reporting Person and the Issuer have entered into a cooperation agreement. Pursuant to that agreement, the Reporting Person and the Issuer will cooperate with each other to port certain products on Issuer architecture.

ITEM 5. Interest in Securities of the Issuer.

The information contained in Item 4 is incorporated herein by this reference.

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- (a) Number of Shares Beneficially Owned: 238,057 shares of Common Stock.

Percent of Class:
2.1% of the Issuer's outstanding Common Stock (based upon 10,994,108 shares of Common Stock outstanding as of July 11, 2001, as reported in the Issuer's Proxy Statement filed with the Securities and Exchange Commission on July 30, 2001). In accordance with Rule 13d-3, the number of shares included in the above calculation includes the 238,057 shares issuable upon exercise of the Warrant because it is currently exercisable.

- (b) Sole Power to Vote, Direct the Vote of, Dispose of, or Direct the Disposition of Shares:

238,057 shares of Common Stock.

- (c) Recent Transactions:

On April 23, 2001, the Reporting Person sold 25,000 shares of Common Stock at a price per share of \$2.8879 in a brokerage transaction.

On April 26, 2001, the Reporting Person sold 65,000 shares of Common Stock at a price per share of \$2.6999 in a brokerage transaction.

On April 30, 2001, the Reporting Person sold 5,000 shares of Common Stock at a price per share of \$3.0899 in a brokerage transaction.

On June 15, 2001, the Additional Warrant expired without becoming exercisable.

On August 1, 2001, the Reporting Person sold

328,212 shares of Common Stock at a price per share of \$3.00 in a private placement.

(d) Rights with Respect to Dividends or Sales Proceeds:

N/A

(e) Date of Cessation of Five Percent Beneficial Ownership:

August 1, 2001

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

Pursuant to a Securities Purchase Agreement dated August 1, 2001, the Reporting Person sold 328,212 shares of Common Stock (as more fully described in Item 5(c) above) in a private placement to Special Situations Fund.

ITEM 7. Material to be Filed as Exhibits.

Exhibit 1 Securities Purchase Agreement between the Issuer and the Reporting Person dated December 15, 1999.*

Exhibit 2 Equity Warrant dated December 15, 1999.*

Exhibit 3 Business Warrant dated December 15, 1999.*

Exhibit 4 Securities Purchase Agreement between the Reporting Person and Special Situations Fund dated August 1, 2001.

*Previously filed.

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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.

Dated as of August 2, 2001.

INTEL CORPORATION

By: /s/F. Thomas Dunlap, Jr.

F. Thomas Dunlap, Jr.
Senior Vice President,
General Counsel and
Secretary

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APPENDIX A

DIRECTORS

The following is a list of all Directors of Intel Corporation and certain other information with respect to each Director. All Directors are United States citizens except as indicated below.

Name: Craig R. Barrett

Business Address: Intel Corporation, 2200 Mission College Boulevard, Santa Clara, CA 95052

Principal Occupation: President and Chief Executive Officer

Name, principal Intel Corporation, a manufacturer of

business and microcomputer components, modules and systems.
address of 2200 Mission College Boulevard
corporation or Santa Clara, CA 95052
other
organization in
which employment
is conducted:

Name: John Browne

Business BP Amoco p.l.c., Britannic House, 1 Finsbury
Address: Circus, London EC2M 7BA

Principal Group Chief Executive
Occupation:

Name, principal BP Amoco p.l.c., an integrated oil company.
business and Britannic House, 1 Finsbury Circus
address of London EC2M 7BA
corporation or
other
organization in
which employment
is conducted:

Citizenship: British

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Name: Winston H. Chen

Business Paramitas Foundation, 3945 Freedom Circle,
Address: Suite 760, Santa Clara, CA 95054

Principal Chairman
Occupation:

Name, principal Paramitas Foundation, a charitable foundation.
business and 3945 Freedom Circle, Suite 760
address of Santa Clara, CA 95054
corporation or
other
organization in
which employment
is conducted:

Name: Andrew S. Grove

Business Intel Corporation, 2200 Mission College
Address: Boulevard, Santa Clara, CA 95052

Principal Chairman of the Board of Directors
Occupation:

Name, principal Intel Corporation, a manufacturer of
business and microcomputer components, modules and systems.
address of 2200 Mission College Boulevard
corporation or Santa Clara, CA 95052
other
organization in
which employment
is conducted:

Name: D. James Guzy

Business The Arbor Company, 1340 Arbor Road, Menlo
Address: Park, CA 94025

Principal Chairman
Occupation:

Name, principal The Arbor Company, a limited partnership
business and engaged in the electronics and computer
address of industry.
corporation or 1340 Arbor Road
other Menlo Park, CA 94025
organization in
which employment
is conducted:

Name: Reed E. Hundt

Business Charles Ross Partners LLC, 1909 K Street NW,
Address: Suite 820, Washington, DC 20006

Principal Principal Partner
Occupation:

Name, principal Charles Ross Partners LLC, a law firm.
business and 1909 K Street NW, Suite 820
address of Washington, DC 20006
corporation or
other
organization in
which employment
is conducted:

Name: David S. Pottruck

Business The Charles Schwab Corporation, 101 Montgomery
Address: Street, San Francisco, CA 94104

Principal President and Co-Chief Executive Officer
Occupation:

Name, principal The Charles Schwab Corporation, a financial
business and services provider
address of 101 Montgomery Street
corporation or San Francisco, CA 94104
other
organization in
which employment
is conducted:

Name: Jane E. Shaw

Business AeroGen, Inc., 1310 Orleans Drive, Sunnyvale,
Address: CA 94089

Principal Chairman and Chief Executive Officer
Occupation:

Name, principal AeroGen, Inc., a pulmonary drug delivery
business and company
address of 1310 Orleans Drive
corporation or Sunnyvale, CA 94089
other
organization in
which employment
is conducted:

Name: Leslie L. Vadasz

Business Intel Corporation, 2200 Mission College
Address: Boulevard, Santa Clara, CA 95052

Principal Executive Vice President; President, Intel
Occupation: Capital

Name, principal Intel Corporation, a manufacturer of
business and microcomputer components, modules and systems.
address of 2200 Mission College Boulevard
corporation or Santa Clara, CA 95052
other
organization in
which employment
is conducted:

Name: David B. Yoffie

Business Harvard Business School, Morgan Hall 215,
Address: Soldiers Field Park Road, Boston, MA 02163

Principal Max and Doris Starr Professor of International

Occupation: Business Administration

Name, principal business and address of corporation or other organization in which employment is conducted: Harvard Business School, an educational institution.
Morgan Hall 215, Soldiers Field Park Road
Boston, MA 02163

Name: Charles E. Young

Business Address: University of Florida, 226 Tigert Hall, P.O. Box 113150, Gainesville, FL 32610

Principal Occupation: President of the University of Florida

Name, principal business and address of corporation or other organization in which employment is conducted: University of Florida
226 Tigert Hall
P.O. Box 113150
Gainesville, FL 32610

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EXECUTIVE OFFICERS

The following is a list of all executive officers of Intel Corporation excluding executive officers who are also directors. Unless otherwise indicated, each officer's business address is 2200 Mission College Boulevard, Santa Clara, California 95052-8119, which address is Intel Corporation's business address.

Name: Andy D. Bryant
Title: Executive Vice President; Chief Financial and Enterprise Services Officer

Name: Sean M. Maloney
Title: Executive Vice President; General Manager, Intel Communications Group
Citizenship: British

Name: Paul S. Otellini
Title: Executive Vice President; General Manager, Intel Architecture Business Group

Name: Michael R. Splinter
Title: Executive Vice President; General Manager, Sales and Marketing Group

Name: F. Thomas Dunlap, Jr.
Title: Senior Vice President; General Counsel and Secretary

Name: Ronald J. Smith
Title: Senior Vice President; General Manager, Wireless Communications and Computing Group

Name: Robert J. Baker
Title: Vice President; General Manager, Technology and Manufacturing Group

Name: Arvind Sodhani
Title: Vice President, Treasurer

EXHIBIT 4

SECURITIES PURCHASE AGREEMENT

Securities Purchase Agreement

SECURITIES PURCHASE AGREEMENT, dated as of August 1, 2001, between Intel Corporation, a Delaware corporation ("Seller") and Special Situations Fund ("Purchaser").

1. Sale of Stock. Subject to the terms and conditions contained herein, on the Closing Date (as defined below), Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller 328,212 shares (the "Common Shares") of Common Stock of Panja, Inc., a Texas corporation (the "Company"), at a price equal to three dollars (\$3.00) per share (the "Purchase Price").

2. Closing. Closing of the sale and purchase under Section 1 of this Agreement (the "Closing") shall take place on August 1, 2001 at 12:00 p.m. New York time, or such other date and time as Purchaser and Seller may mutually agree (the "Closing Date"). Prior to Closing, Purchaser and Seller shall deliver the representation letters attached hereto as Exhibit A and Exhibit B to the transfer agent for the Common Shares and the Company. At Closing (a) Seller shall cause to be delivered to Purchaser a certificate or certificates for the Common Shares, or shall deliver appropriate instructions for book entry transfer, and (b) Purchaser shall make payment of the Purchase Price for the Common Shares in U.S. dollars by wiring said Purchase Price to Seller, pursuant to Seller's wire instructions. Delivery of the Common Shares, whether via certificated shares or book entry transfer, shall be made in accordance with the instructions of the Purchaser and in such name(s) or affixed with such stock powers as the Purchaser shall instruct, subject to customary settlement procedures.

3. Representations and Covenants of Seller. Seller represents, warrants and agrees that:

a) Seller has full right, power and authority to enter into and perform its obligations under this Agreement and to transfer the Common Shares in accordance with the terms of this Agreement and this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting creditors' rights generally and by general equitable principles.

b) Seller is the lawful record owner of the Common Shares and is not a party to any shareholder agreement, voting trust or similar arrangement which restricts the sale, transfer or voting of the Common Shares. On the Closing Date, at the time of delivery of the Common Shares to Purchaser, Seller will have and will transfer to Purchaser good and marketable title to the Common Shares, free and clear of all liens, claims, charges and other encumbrances.

c) Seller's execution, delivery and performance of the Agreement do not violate or conflict with any law applicable to it, any agreement or instrument to which it is a party, any order or judgment of any court or other agency of government applicable to it or any of its assets, or any contractual restriction binding on or affecting it or any of its assets.

d) Seller acquired the Common Shares directly from the Company on December 14, 1999 (the "Acquisition Date") in a transaction not involving any public offering, and the Common Shares are "restricted securities" within the meaning of Rule 144 under the Securities Act. The full purchase price or other consideration (which did not include any promissory note or other obligation of the Seller) payable by the Seller to the Company for the Common Shares was paid and delivered to the Company on the Acquisition Date, and the holding period for the Common Shares for purposes of paragraph (d) of Rule 144 began on the Acquisition Date..

e) Seller is not an "affiliate" of the Company, as such term is defined within the meaning of the Securities Act and Rule 144 thereunder.

f) Seller has not offered the Common Shares for sale to, or solicited offers to buy from, any individual or entity other than a limited number of potential investors, including Purchaser.

4. Representations and Covenants of Purchaser. Purchaser represents, warrants and agrees that:

a) Purchaser has full right, power and authority to enter into and perform its obligations under this Agreement and to purchase the Common Shares from Seller on the terms described herein, and this Agreement has been duly authorized, executed and delivered by Purchaser and constitutes a legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting creditors' rights generally and by general equitable principles.

b) Purchaser is acquiring the Common Shares to be acquired by it hereunder for its own account and not with a view to the distribution or resale of the Common Shares except pursuant to a registration statement declared effective under, or an exemption from the registration requirements of, the Securities Act of 1933, as amended (the "Securities Act").

c) Purchaser is an "accredited investor" (as such term is defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act and a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act. In the normal course of business, Purchaser invests in or purchases securities similar to the Common Shares, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Common Shares and Purchaser is able to bear the economic risks of an investment in the Common Shares.

d) Purchaser is not an "affiliate" of the Company, as such term is defined within the meaning of the Securities Act and Rule 144 thereunder.

e) Purchaser has received all the information it considers necessary or appropriate for deciding whether to acquire the Common Shares and has had an opportunity to secure all such information as it deems necessary regarding the business, properties, prospects and financial condition of the Company.

f) Purchaser has the funds necessary to consummate the purchase of the Common Shares pursuant to this Agreement.

g) Purchaser understands and acknowledges that the offer and sale of the Common Shares is not being registered under the Securities Act and that the Common Shares constitute "restricted securities" (as defined under Rule 144) and may not be offered, sold, transferred, pledged, hypothecated or otherwise disposed of, unless either registered pursuant to, or in a transaction exempt from, the Securities Act or other applicable securities law. Purchaser further understands and acknowledges that until Company is reasonably satisfied in accordance with industry practice that such legend is not required, a legend similar to the following may appear on the certificates representing the Common Shares: "THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY BE RE-OFFERED AND SOLD ONLY IF SO REGISTERED OR IF ANY EXEMPTION FROM REGISTRATION IS AVAILABLE."

h) Purchaser understands that the Common Shares are being offered and sold by Seller in reliance on exemptions from the registration requirements of federal and state securities laws and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to determine the applicability of such exemptions.

5. Law Governing. This Agreement shall be governed by and constructed in accordance with the laws of the State of New York without reference to choice of law doctrine.

6. Parties in Interest. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, representatives, successors, and assigns. This Agreement and the rights and obligations hereunder shall not be assignable without written consent of the non-assigning party.

7. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

8. Counterparts. This Agreement may be executed concurrently in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

9. Headings. The headings of the Sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all the previous agreements, promises or representations, whether written or oral, between the parties.

10. Fees and Expenses. Each of the Purchaser and Seller agrees to pay its own expenses, including the fees and expenses of its respective counsel (if any) incurred by it in connection with the sale and delivery of the Common Shares and the execution, delivery and performance of this Agreement.

11. Amendment and Waiver. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this Section shall be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

12. Entire Understanding. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

13. Termination. This Agreement may be terminated (i) by written agreement of the parties, (ii) by Seller in the event of a breach in any material respect of any representation, warranty or agreement of Purchaser, or (iii) by Purchaser in the event of a breach in any material respect of any representation, warranty or agreement of Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER: INTEL CORPORATION

By: /s/Eddie Lee

Name: Eddie Lee

Title: Assistant Treasurer

PURCHASER: SPECIAL SITUATIONS FUND

By: /s/Austin Marks

Name: Austin Marks

Title: Managing Director