

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D

INFORMATION TO BE INCLUDED IN STATEMENTS FILED
PURSUANT TO RULE 13d-1(a) AND AMENDMENTS
THERE TO FILED PURSUANT TO RULE 13d-2(a)

(Amendment No. 1)¹

PIZZA INN, INC.

(Name of Issuer)

COMMON STOCK, PAR VALUE \$0.01 PER SHARE

(Title of class of securities)

725848 10 5

(CUSIP number)

STEVEN WOLOSKY, ESQ.
OLSHAN GRUNDMAN FROME ROSENZWEIG & WOLOSKY LLP
505 Park Avenue
New York, New York 10022
(212) 753-7200

(Name, address and telephone number of person
authorized to receive notices and communications)

December 18, 2002

(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 / /

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.

(Continued on following pages)

(Page 1 of 21 Pages)

1 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 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 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).

CUSIP No. 725848 10 5

13D

Page 2 of 21 pages

1

NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

NEWCASTLE PARTNERS, L.P.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) / /
(b) / /

3 SEC USE ONLY

4 SOURCE OF FUNDS*

WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e) / /

6 CITIZENSHIP OR PLACE OF ORGANIZATION

TEXAS

NUMBER OF 7 SOLE VOTING POWER
SHARES
BENEFICIALLY 3,277,700 (1)
OWNED BY
EACH
REPORTING
PERSON WITH

8 SHARED VOTING POWER
0

9 SOLE DISPOSITIVE POWER
372,700

10 SHARED DISPOSITIVE POWER
2,905,000 (1)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
PERSON
3,277,700 (1)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES* / /

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
32.6%

14 TYPE OF REPORTING PERSON*
PN

=====

*SEE INSTRUCTIONS BEFORE FILLING OUT!

CUSIP No. 725848 10 5

13D

Page 3 of 21 pages

(1) Includes 2,905,000 shares of Common Stock held by C. Jeffrey Rogers (the "Pledged Shares") and pledged to Newcastle Partners L.P. ("NP") pursuant to the terms of an Omnibus Agreement and Pledge Agreement, each dated as of December 6, 2002 by and between NP and Mr. Rogers. The Omnibus Agreement grants NP the option to acquire the Pledged Shares for \$7,373,726.42 (plus accrued interest through the exercise date). The Pledge Agreement provides (i) that Mr. Rogers may not dispose of the Pledged Shares without the prior written consent of NP and (ii) that NP shall have voting power of the Pledged Shares.

CUSIP No. 725848 10 5

13D

Page 4 of 21 pages

1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

NEWCASTLE CAPITAL GROUP, L.L.C.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) / /
(b) / /

3 SEC USE ONLY

4 SOURCE OF FUNDS*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e) / /

6 CITIZENSHIP OR PLACE OF ORGANIZATION

TEXAS

NUMBER OF 7 SOLE VOTING POWER
SHARES
BENEFICIALLY 3,277,700 (1)
OWNED BY
EACH
REPORTING
PERSON WITH

8 SHARED VOTING POWER

0

9 SOLE DISPOSITIVE POWER

372,700

10 SHARED DISPOSITIVE POWER

2,905,000 (1)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
PERSON

3,277,700 (1)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES* / /

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

32.6%

14 TYPE OF REPORTING PERSON*

CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

CUSIP No. 725848 10 5

13D

Page 5 of 21 pages

(1) Includes 2,905,000 shares of Common Stock held by C. Jeffrey Rogers (the "Pledged Shares") and pledged to Newcastle Partners L.P. ("NP") pursuant to the terms of an Omnibus Agreement and Pledge Agreement, each dated as of December 6, 2002 by and between NP and Mr. Rogers. The Omnibus Agreement grants NP the option to acquire the Pledged Shares for \$7,373,726.42 (plus accrued interest through the exercise date). The Pledge Agreement provides (i) that Mr. Rogers may not dispose of the Pledged Shares without the prior written consent of NP and (ii) that NP shall have voting power of the Pledged Shares.

1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

NEWCASTLE CAPITAL MANAGEMENT, L.P.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) / /
(b) / /

3 SEC USE ONLY

4 SOURCE OF FUNDS*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e) / /

6 CITIZENSHIP OR PLACE OF ORGANIZATION

TEXAS

NUMBER OF 7 SOLE VOTING POWER
SHARES
BENEFICIALLY 3,277,700 (1)
OWNED BY
EACH
REPORTING
PERSON WITH

8 SHARED VOTING POWER

0

9 SOLE DISPOSITIVE POWER

372,700

10 SHARED DISPOSITIVE POWER

2,905,000 (1)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
PERSON

3,277,700 (1)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES* / /

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

32.6%

14 TYPE OF REPORTING PERSON*

PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(1) Includes 2,905,000 shares of Common Stock held by C. Jeffrey Rogers (the "Pledged Shares") and pledged to Newcastle Partners L.P. ("NP") pursuant to the terms of an Omnibus Agreement and Pledge Agreement, each dated as of December 6, 2002 by and between NP and Mr. Rogers. The Omnibus Agreement grants NP the option to acquire the Pledged Shares for \$7,373,726.42 (plus accrued interest through the exercise date). The Pledge Agreement provides (i) that Mr. Rogers may not dispose of the

Pledged Shares without the prior written consent of NP and (ii) that NP shall have voting power of the Pledged Shares.

CUSIP No. 725848 10 5

13D

Page 8 of 21 pages

1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

MARK E. SCHWARZ

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) / /
(b) / /

3 SEC USE ONLY

4 SOURCE OF FUNDS*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e) / /

6 CITIZENSHIP OR PLACE OF ORGANIZATION

U.S. Citizen

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH
7 SOLE VOTING POWER
3,277,700(1)

8 SHARED VOTING POWER

0

9 SOLE DISPOSITIVE POWER

372,700

10 SHARED DISPOSITIVE POWER

2,905,000(1)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

3,277,700(1)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES* / /

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

32.6%

14 TYPE OF REPORTING PERSON*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

CUSIP No. 725848 10 5

13D

Page 9 of 21 pages

(1) Includes 2,905,000 shares of Common Stock held by C. Jeffrey Rogers (the

"Pledged Shares") and pledged to Newcastle Partners L.P. ("NP") pursuant to the terms of an Omnibus Agreement and Pledge Agreement, each dated as of December 6, 2002 by and between NP and Mr. Rogers. The Omnibus Agreement grants NP the option to acquire the Pledged Shares for \$7,373,726.42 (plus accrued interest through the exercise date). The Pledge Agreement provides (i) that Mr. Rogers may not dispose of the Pledged Shares without the prior written consent of NP and (ii) that NP shall have voting power of the Pledged Shares.

 CUSIP No. 725848 10 5

13D

 Page 10 of 21 pages

=====

1 NAMES OF REPORTING PERSONS
 I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

STEVEN PULLY

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) / /
 (b) / /

3 SEC USE ONLY

4 SOURCE OF FUNDS*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
 TO ITEM 2(d) OR 2(e) / /

6 CITIZENSHIP OR PLACE OF ORGANIZATION

U.S. Citizen

NUMBER OF 7 SOLE VOTING POWER
 SHARES
 BENEFICIALLY OWNED BY 0
 EACH
 REPORTING
 PERSON WITH

8 SHARED VOTING POWER

0

9 SOLE DISPOSITIVE POWER

0

10 SHARED DISPOSITIVE POWER

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
 PERSON

0

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
 CERTAIN SHARES* / /

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0.0%

14 TYPE OF REPORTING PERSON*

IN

=====

*SEE INSTRUCTIONS BEFORE FILLING OUT!

The following statement constitutes Amendment No. 1 to the Schedule 13D filed by the undersigned (the "Statement"). Except as specifically amended by this Amendment No. 1, the Statement remains in full force and effect.

Item 2 is hereby amended in its entirety to read as follows:

Item 2. Identity and Background.

Items 2(a), 2(b) and 2(c). This Statement is jointly filed by Newcastle Partners, L.P., a Texas limited partnership ("NP"), Newcastle Capital Management, L.P., a Texas limited partnership ("NCM"), Newcastle Capital Group, L.L.C., a Texas limited liability company ("NCG"), Mark Schwarz and Steven Pully (together with NP, NCM, NCG and Mark Schwarz, the "Reporting Persons"). Because Mark Schwarz is the managing member of NCG, which is the general partner of NCM (with Mark Schwarz, NCG and NCM, hereinafter referred to as the "Controlling Persons"), which in turn is the general partner of NP, the Controlling Persons may be deemed, pursuant to Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "Act"), to be the beneficial owners of all shares of Common Stock held by NP. The Reporting Persons are filing this joint Statement, as they may be considered a "group" under Section 13(d)(3) of the Act. However, neither the fact of this filing nor anything contained herein shall be deemed to be an admission by the Reporting Persons that such a group exists.

As stated above, Mark Schwarz is the managing member of NCG. The principal business of NCG is acting as the general partner of NCM. The principal business of NCM is acting as the general partner of NP. The principal business of NP is investing in securities. Steven Pully is an employee of NP. The principal place of business for each of the Reporting Persons is 300 Crescent Court, Suite 1110, Dallas, Texas 75201.

Item 2(d). During the last five years, none of the Reporting Persons have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Item 2(e). During the last five years, none of the Reporting Persons have been 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 2(f). Mark Schwarz and Steven Pully are citizens of the United States.

Item 3 is hereby amended in its entirety to read as follows:

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

The net investment cost (including commissions, if any) of the shares of Common Stock held directly by NP was approximately \$611,752.01, all of which was obtained from NP's working capital. None of NCG, NCM, Mr. Schwarz or Mr. Pully directly owns any shares of Common Stock.

NP also acquired an option to purchase 2,905,000 shares of Common Stock held by C. Jeffrey Rogers for an aggregate exercise price of \$7,373,726.42 pursuant to the Omnibus Agreement by and between NP and Mr. Rogers dated as of December 6, 2002. If exercised, the option will be paid for by canceling the Promissory Note dated as of December 6, 2002 in the aggregate principal amount of \$7,373,726.42 (plus accrued interest through the exercise date) made by Mr. Rogers in favor of NP when NP refinanced certain of Mr. Rogers existing debts. The funds used by NP to refinance certain of Mr. Rogers' existing debt were obtained from NP's working capital.

Item 4 is hereby amended to include the following:

The Reporting Persons entered into discussions with the Company to obtain representation on the Board of Directors. As a result of such discussions, the

SIGNATURES

After due inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: December 20, 2002 NEWCASTLE PARTNERS, L.P.

By: Newcastle Capital Management, L.P., its
general partner
By: Newcastle Capital Group, L.L.C., its general
partner

By: /s/ Mark Schwarz

Mark Schwarz, Managing Member

NEWCASTLE CAPITAL MANAGEMENT, L.P.

By: Newcastle Capital Group, L.L.C., its general
partner

By: /s/ Mark Schwarz

Mark Schwarz, Managing Member

NEWCASTLE CAPITAL GROUP, L.L.C.

By: /s/ Mark Schwarz

Mark Schwarz, Managing Member

/s/ Mark Schwarz

MARK SCHWARZ

/s/ Steven Pully

STEVEN PULLY

SCHEDULE A

Transactions in the Common Stock Since the Filing of the Initial Schedule 13D

Shares of Common Stock Purchased	Price Per Share(\$)	Date of Purchase

Newcastle Partners, L.P.		
6,200	\$2.28	12/11/02
1,500	\$2.23	12/12/02

The Exhibit Index is hereby amended in its entirety to read as follows:

The Company hereby represents, warrants and agrees that (a) it has full legal right, power and authority to execute, deliver and perform this Agreement, and consummate the transactions contemplated hereby, (b) the execution and delivery of this Agreement, and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate actions, and (c) this Agreement constitutes valid, legal and binding obligations of the Company, enforceable against it in accordance with its terms, except that such

CUSIP No. 725848 10 5

13D

Page 18 of 21 pages

enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium (whether general or specific) or other laws now or hereafter in effect.

Section 2. Representations, Warranties and Covenants of Newcastle.

Newcastle hereby represents, warrants and agrees that (a) it has full legal right, power and authority to execute, deliver and perform this Agreement, and consummate the transactions contemplated hereby, (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary limited partnership actions, and (c) this Agreement constitutes valid, legal and binding obligations of Newcastle, enforceable against it in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium (whether general or specific) or other laws now or hereafter in effect.

Section 3. Board Composition; Related Matters.

3.1 Prior to the close of business on the first business day following the Annual Meeting which the Company will hold on December 18, 2002, the Board will cause at least one member of each class of directors of the Company to resign from the Board. Upon obtaining such resignations, the Board shall appoint the following representatives of Newcastle to replace the resigning directors: (i) Mark E. Schwarz, as a Class I director, whose term will expire at the 2004 annual meeting of stockholders of the Company and until his replacement has been duly elected and qualifies, and (ii) Steven Pully, as a Class II director, whose term will expire at the 2003 annual meeting of stockholders of the Company and until his replacement has been duly elected and qualifies (together with Mr. Schwarz, the "Newcastle Directors").

3.2 Reserved.

3.3 In the event that the Newcastle Directors are appointed to the Board pursuant to Section 3.1, the Board shall immediately thereafter take all actions necessary to amend the Company's By-laws to provide that during the period that either of the Newcastle Directors is serving on the Board, the Company shall not expand the size of the Board above seven members.

3.4 During the period from the date hereof until the first anniversary of this Agreement, Newcastle shall not, directly or indirectly, beneficially own in excess of 40% of the issued and outstanding shares of Common Stock of the Company, during the period from the first anniversary of this Agreement until the second anniversary of this Agreement, Newcastle shall not, directly or indirectly, beneficially own in excess of 45% of the issued and outstanding shares of Common Stock of the Company and the Company will take no action which will limit Newcastle's ability to acquire shares of Common Stock up to the limit of the outstanding shares set forth by this Section 3.4.

3.5 Newcastle agrees to attend the Company's Annual Meeting and Newcastle agrees to vote any shares of Common Stock of the Company that it has the right to vote at the Annual Meeting for the election of the Class I directors nominated for election at the Annual Meeting.

CUSIP No. 725848 10 5

13D

Page 19 of 21 pages

3.6 If (i) Newcastle does not become the beneficial owner of any of the Pledged Shares prior to December 31, 2003 or (ii) in connection with any bankruptcy filing by Jeffrey Rogers, the Pledged Shares become beneficially owned by a party other than Newcastle, Jeffrey Rogers or any of their respective affiliates, then in either such case, the Newcastle Directors will promptly resign from the Company's Board of Directors.

Section 4. Miscellaneous.

4.1 NOTICES. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile or sent by certified, registered or express air mail, or overnight carrier, postage prepaid, and shall be deemed given when so delivered personally, or by facsimile, or if mailed, five (5) days after the date of mailing, or if sent by overnight carrier, one (1) day after the date of mailing to the addresses set forth in the signature page.

4.2 GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Missouri, without reference to the choice of law principles thereof.

4.3 ASSIGNMENT; SUCCESSORS AND ASSIGNS; NO THIRD PARTY RIGHTS. This Agreement may not be assigned by operation of law or otherwise, and any attempted assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

4.4 ENTIRE AGREEMENT; COUNTERPARTS. This Agreement constitutes the entire agreement among the parties with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings among them with respect to such matters. This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

4.5 TITLES. The titles in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

4.6 AMENDMENT AND MODIFICATION. This Agreement may only be amended or modified in writing signed by the party against whom enforcement of such amendment or modification is sought.

4.7 EXPENSES. Upon execution of this Agreement, the Company shall reimburse Newcastle for its reasonable fees and expenses not to exceed \$45,000 (subject to presentation of documentation for such fees and expenses) incurred in connection with this Agreement and related matters.

CUSIP No. 725848 10 5

13D

Page 20 of 21 pages

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or caused this Agreement to be duly executed by their authorized representative, as of the day and year first above written.

PIZZA INN, INC.

By: /s/ Ronald W. Parker

Name: Ronald W. Parker
Title: President and CEO
Address: 3551 Plano Parkway,
The Colony, Texas 75056
Telephone: (469) 384-5000
Facsimile: (469) 384-5060

NEWCASTLE PARTNERS, L.P.

By: Newcastle Capital Management, L.P.,
its general partner

By: Newcastle Capital Group, L.L.C.,

its general partner

By: /s/ Mark Schwarz

Mark Schwarz, Managing Member

Address: 300 Crescent Court, Suite 1110
Dallas, Texas 75201
Telephone: (214) 661-7474
Facsimile: (214) 661-7475

CUSIP No. 725848 10 5

13D

Page 21 of 21 pages

EXHIBIT 6

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D dated December 20, 2002 (including amendments thereto) with respect to the Common Stock of Pizza Inn, Inc. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: December 20, 2002

NEWCASTLE PARTNERS, L.P.

By: Newcastle Capital Management, L.P., its
general partner
By: Newcastle Capital Group, L.L.C., its
general partner

By: /s/ Mark Schwarz

Mark Schwarz, Managing Member

NEWCASTLE CAPITAL MANAGEMENT, L.P.

By: Newcastle Capital Group, L.L.C., its
general partner

By: /s/ Mark Schwarz

Mark Schwarz, Managing Member

NEWCASTLE CAPITAL GROUP, L.L.C.

By: /s/ Mark Schwarz

Mark Schwarz, Managing Member

/s/ Mark Schwarz

MARK SCHWARZ

/s/ Steven Pully

STEVEN PULLY