

OMB APPROVAL

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SCHEDULE 13D**

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. 2)*

Perficient, Inc.

(Name of Issuer)

Common Stock, \$.001 par value

(Title of Class of Securities)

71375U 10 1

(CUSIP Number)

Sam J. Fatigato
4403 Travis Vista Drive
Austin, Texas 78738
(630) 235-1438

with a copy to:

Alexis Cooper, Esq.
Alzheimer & Gray
10 South Wacker Drive
Chicago, Illinois 60606
(312) 715-4000

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

December 10, 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 which is the subject of this Schedule 13D, and is filing this Schedule because of Rule 13d-1(b)(3) or (4), check the following box. / /

Check the following box if a fee is being paid with the statement. / /

*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 total number of shares of common stock reported as beneficially owned by the Reporting Persons herein is 921,308 which constitutes approximately 8.5% of the total number of shares outstanding. All ownership percentages set forth herein assume that there are 10,833,584 shares of Perficient, Inc.'s common stock.

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 (however, see the Notes).

1. NAME OF REPORTING PERSON:

Sam J. Fatigato

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 ITEMS 2(d) OR 2(e): / /

6. CITIZENSHIP OR PLACE OF ORGANIZATION: USA

NUMBER OF
SHARES 7. SOLE VOTING POWER: 921,308
BENEFICIALLY
OWNED BY 8. SHARED VOTING POWER: -0-
EACH
REPORTING 9. SOLE DISPOSITIVE POWER: 921,308
PERSON
WITH 10. SHARED DISPOSITIVE POWER: -0-

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
PERSON: 921,308

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

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN
ROW (11): 8.5%

14. TYPE OF REPORTING PERSON: IN

Item 1. Security and Issuer.

This statement constitutes Amendment No. 2 to the Statement on Schedule 13D (the "Schedule 13D") filed with the Securities Exchange Commission ("SEC") on May 10, 2000 in connection with the shares of common stock, par value \$.001 per share (the "Shares") of Perficient, Inc., a Delaware corporation (the "Company"), held by Sam J. Fatigato as amended by Amendment No. 1 filed with the SEC on April 23, 2002. The principal executive offices of the Company are located at 7600-B North Capital of Texas Highway, Austin, Texas 78731. Unless otherwise stated herein, the Schedule 13D (as amended) remains in full force and effect. Terms used herein and not defined herein shall have the meanings ascribed thereto in the Schedule 13D.

Item 5. Interest in Securities of the Issuer.

Items 5 (a) and (b) are hereby amended and restated as follows:

(a) Mr. Fatigato beneficially owns 921,308 Shares constituting approximately 8.5% of the Shares of common stock of the Company. A portion of the Shares are subject to forfeiture under the terms set forth in the Merger Agreement.

(b) Mr. Fatigato has the sole power to dispose or direct the disposition of 921,308 Shares constituting approximately 8.5% of the Shares of common stock of the Company and the sole power to vote such shares.

Item 5(c) is amended by adding the following to the end of such section:

(c) During the past sixty (60) days, Mr. Fatigato has sold the following securities in open market transactions on the NASDAQ National Market at the unit price indicated:

Date Sold	#Shares Sold	Unit Price
-----	-----	-----
11/4/2002	5000	0.6
11/7/2002	1000	0.62
11/7/2002	1000	0.62
11/7/2002	500	0.62
11/26/2002	100	0.48
11/26/2002	100	0.47
11/26/2002	100	0.46
11/26/2002	100	0.45
11/26/2002	200	0.486
12/2/2002	4400	0.45

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

Item 6 is amended by adding the following as the second paragraph of such section:

"Attached hereto as Exhibit E, and incorporated herein by reference, is a Share Purchase Agreement dated as of December 10, 2002 pursuant to which Mr. Fatigato has agreed to sell 400,000 Shares at a closing on or about January 2, 2003 at a price per Share of \$0.375, subject to adjustment in certain circumstances, as provided therein."

Item 7. Materials to be Filed as Exhibits.

Item 7 is hereby amended by adding the following to the end of such section:

Exhibit E Share Purchase Agreement dated
December 10, 2002

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: December 10, 2002

/s/ Sam J. Fatigato

Sam J. Fatigato

EXHIBIT INDEX

Exhibit
Page No.

Exhibit A	Agreement and Plan of Merger - previously filed
Exhibit B	Registration Rights Agreement - previously filed
Exhibit C	April 19, 2002 Resignation Letter - previously filed
Exhibit D	April 19, 2002 Letter Agreement regarding Shares - previously filed
Exhibit E	Share Purchase Agreement

SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT (the "Agreement"), dated as of December 10, 2002 by and among Sam Fatigato (the "Seller"), and Morton H. Meyerson and John T. McDonald (each, a "Purchaser" and collectively, the "Purchasers").

WITNESSETH:

WHEREAS, the Seller owns 649,100 shares of common stock, par value \$.001 per share (the "Perficient Stock") of Perficient, Inc., a Delaware corporation (the "Company"); and

WHEREAS, the Seller desires to sell to Morton H. Meyerson 266,667 shares of Perficient Stock and to John T. McDonald 133,333 shares of Perficient Stock and each Purchaser desires to purchase such Perficient Stock from such Seller on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

The following terms used in this Agreement shall have the meaning set forth below:

Section 1.1 "Closing" shall have the meaning set forth in Section 3.1 hereof.

Section 1.2 "Closing Date" shall mean January 2, 2003.

Section 1.3 "Escrow Agent" shall mean McCarter & English, LLP, counsel to the Company.

ARTICLE 2
PURCHASE AND SALE OF SHARES

Section 2.1 Purchase and Sale of Perficient Stock. At the Closing, the Seller shall sell to each Purchaser and each Purchaser shall purchase from each Seller the number of shares of Perficient Stock indicated in the recitals hereto. The Seller shall transfer all of its right, title and interest in and to such Perficient Stock to the such Purchasers free and clear of any lien, security interest, or other encumbrance of any nature and free of any claim by any person or entity to or against the Perficient Stock.

Section 2.2 Purchase Price. The purchase price for the Perficient Stock is \$.375 per share.

Section 2.3 Payment of Purchase Price. As payment for the Perficient Stock, each Purchaser shall deliver, for the benefit of the Seller to the Seller at the Closing, a check or wire transfer (at Seller's option) in the amount equal to the number of shares purchased by such Purchaser from such Seller, times (b) \$.375 (the "Closing Payment").

ARTICLE 3
CLOSING

Section 3.1 Closings. The consummation of the sale of Perficient stock contemplated herein (the "Closing") shall take place on the Closing Date.

Section 3.2 Items To Be Delivered by the Seller. On the date of this Agreement, the Seller shall deliver to the Escrow Agent share certificates, duly endorsed representing the Perficient Stock to be purchased by each Purchaser. In addition, the parties shall execute the Escrow Agreement attached hereto as Exhibit A (the "Escrow Agreement"). At the Closing, the Escrow Agent, upon receipt of a notice by the Purchasers that the Closing Payment has been wired to the Seller, including federal funds wire transfer confirmation number in accordance with the

Purchase Agreement, shall deliver to each Purchaser a share certificate duly endorsed representing the Perficient Stock purchased by such Purchaser hereunder. The Escrow Agent shall have no other responsibilities other than as specifically set forth in the Escrow Agreement, and shall make such deliveries without question upon receipt of such notice. All of the above-mentioned documents shall be in form and substance satisfactory to such Purchasers.

Section 3.3 Items to be Delivered by Purchasers. At the Closing and subject to the terms and conditions contained herein, each Purchaser shall deliver to the Seller the Closing Payment for the Perficient Stock purchased by such Purchaser.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants to each Purchaser as follows:

Section 4.1 Ownership of Perficient Stock. The Seller is the sole record and beneficial owner of all of the issued and outstanding Perficient Stock, and it has good and valid title to such Perficient Stock free and clear of any lien, security interest or encumbrance of any nature and free of any claim by any person to or against such Perficient Stock. Seller has the full right, power and authority to sell, assign, transfer and convey the Perficient Stock to Purchaser as provided herein.

Section 4.2 Authorization, Validity and Enforceability. Each of this Agreement and the Escrow Agreement has been duly authorized by the Seller. Each of this Agreement and the Escrow Agreement constitutes the valid and binding obligation of the Seller, enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement and the Escrow Agreement will not violate or result in a default under any provision of any material commitment, agreement or instrument to which the Seller is a party or by which the Seller is bound and will not contravene any law, rule or regulation any administrative agency or governmental body, or any order, writ, injunction or decree of any court, administrative agency or governmental agency applicable to the Seller.

Section 4.3 Litigation. There are no proceedings pending or threatened, and there is no order, writ, judgment or decree affecting the Seller which, if adversely determined, would have a material adverse effect on the transactions contemplated hereby.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF PURCHASER

Each Purchaser hereby represents and warrants to the Seller as follows:

Section 5.1 Validity and Enforceability. Each of this Agreement and the Escrow Agreement has been duly authorized by each Purchaser. Each of this Agreement and the Escrow Agreement constitutes the binding obligation of such Purchaser, enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement and the Escrow Agreement will not violate or result in a default under any provisions of any material commitment, agreement or instrument to which such Purchaser is a party or by which such Purchaser is bound, and will not contravene any law, rule or regulation of any administrative agency or governmental body or any order, writ, injunction or decree of any court, administrative agency or governmental agency applicable to Purchaser.

Section 5.2 Litigation. There are no proceedings pending or threatened, and there is no order, writ, judgment or decree affecting such Purchaser, which, if adversely determined, would have a material adverse effect on the transactions contemplated hereby.

ARTICLE 6 CONDITIONS TO CLOSING

Section 6.1 Purchaser's Obligations. Each Purchaser's obligations to consummate the transactions contemplated hereby is conditioned upon the satisfaction by Seller of Section 3.2 hereof.

Section 6.2 Seller's Obligations. The Seller's obligation to consummate the transactions contemplated hereby is conditioned upon the satisfaction by each Purchaser of Section 3.3 hereof.

ARTICLE 7 ARBITRATION

Section 7.1 Arbitration. All disputes under this Agreement shall be settled by arbitration in Austin, Texas pursuant to the rules of the American Arbitration Association Commercial Arbitration Rules which rules are deemed to be incorporated by reference herein, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

ARTICLE 8 MISCELLANEOUS

Section 8.1 Survival of Agreements. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and the sale and delivery of the Perficient Stock pursuant hereto. The foregoing provision with regard to the survival of the warranties and representations of the parties in this Agreement is meant only to establish the period of time within which a claim for breach of such warranties and representations may be brought, and is not intended to extend the applicability of such warranties and representations to events or circumstances which may occur after the Closing Date.

Section 8.2 Expenses. Each party hereto shall pay its own expenses in connection with the transactions contemplated hereby.

Section 8.3 Price Match. Anything contained in this Agreement to the contrary notwithstanding, if between the date of this Agreement and March 15, 2003, (i) any Purchaser, the Company and/or any designee of the Company, as applicable, consummate a transaction, subject to the limitation set forth in the last line of this Section 8.3, whereby any of them purchase Perficient Stock (a "Sale") and (ii) the aggregate proceeds per share to the seller in the Sale exceeds \$.375 per share sold (as appropriately adjusted to take into account any stock splits, stock dividends or similar recapitalizations) (the highest such excess per share resulting from any Sale being referred to herein as the "Excess Amount"), then, on March 17, 2003, Seller shall be paid by each Purchaser by check or wire transfer (at Seller's option) cash in the amount equal to the product of the Excess Amount multiplied by the number of Perficient Shares purchased by such Purchaser from Seller under this Agreement. Notwithstanding the above, a Sale as defined herein shall only include transaction that result in the purchase of up to 600,000 additional shares of Perficient Stock, in the aggregate. Accordingly, the Seller shall only be entitled to receive the payment of any Excess Amount as a result of the purchase by the Purchaser, in one or more transactions, of the first 600,000 shares of Perficient Stock (if any) purchased after the date of the Closing.

Section 8.4 Notices. All notices, requests, consents, or other communication hereunder shall be in writing and shall be delivered personally or by courier or mailed by first class registered or certified mail.

Section 8.5 Captions and Section Headings. As used herein, captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

Section 8.6 Entire Agreement. This Agreement and the other documents delivered pursuant hereto and thereto, or incorporated by reference herein, contain the entire agreement between the parties hereto concerning the transactions contemplated herein and supersede all prior agreements or understandings between the parties hereto relating to the subject matter hereof.

Section 8.7 Additional Documents. The parties hereto will, at any time after the date hereof, sign, execute and deliver, or cause others so to do, all such powers of attorney, deeds, assignments, documents and instruments and do or cause to be done all such other acts and deeds as may be necessary or proper to carry out the transactions contemplated by this Agreement.

Section 8.8 Amendment. This Agreement may be amended, supplemented or interpreted at any time, but only by a written agreement executed by the parties hereto.

Section 8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 8.10 Severability. If any one or more of the provisions of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

Section 8.11 Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Section 8.12 Waiver of rights. The Seller and each of the Purchasers hereby waives any rights of first refusal, co-sale or similar rights they may have regarding the sale by Seller of shares of Perficient Stock pursuant hereto and hereby consent to all transactions contemplated hereby.

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

SELLER

/s/ Sam Fatigato

Sam Fatigato

PURCHASERS:

/s/ Morton H. Meyerson

Morton H. Meyerson

/s/ John T. McDonald

John T. McDonald