SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)
[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 1999

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from .... to ....

Commission File Number: 0-17995

CUSTOMTRACKS CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Texas	75-2216818
(State of Incorporation)	(I.R.S. Employer Identification Number)

One Galleria Tower
13355 Noel Road
Suite 1555
Dallas, Texas 75240-6604
(Address of Principal Executive Offices)

(972) 702-7055
(Registrant's Telephone Number, Including Area Code)

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days.
Yes X No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at July 31, 1999
Common Stock, par value $.01 per share	15,277,929

INDEX

PART I-FINANCIAL INFORMATION

CUSTOMTRACKS CORPORATION
(A Development Stage Company)

CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)

(Unaudited)

	June 30, 1999	December 31, 1998
ASSETS		
Current assets:		
Cash and cash equivalents	$ 17,770	$ 54,292
Short-term marketable securities	41,659	26,929
Due from sale of discontinued operations	--	5,304
Other current assets	627	215
Total current assets	60,056	86,740
Long-term marketable securities	9,000	--
Property and equipment, net	13,241	158
	$ 82,297	$ 86,898
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	$ 5,097	$ 1,574
Liabilities related to discontinued operations	1,460	3,875
Total current liabilities	6,557	5,449
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $1 par value, 10,000,000 shares authorized; none outstanding	--	--
Common stock, $.01 par value, 30,000,000 shares authorized; 17,559,829 issued, 15,267,929 outstanding in 1999 and 17,384,437 issued, 15,092,537 outstanding in 1998	176	174
Additional capital	97,523	88,449
Treasury stock, at cost	(11,314)	(11,314)
Retained earnings (deficit) (net of deficit accumulated during the development stage of $14,785 in 1999)	(10,645)	4,140
Total stockholders' equity	75,740	81,449
	$ 82,297	$ 86,898

See accompanying notes.

CUSTOMTRACKS CORPORATION
(A Development Stage Company)

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)

(Unaudited)

	Three Months Ended June 30		Six Months Ended June 30	
	1999	1998	1999	1998
Research and development expenses:				
Non-employee stock option compensation	$ (7,059)	$ --	$ (7,805)	$ --
Other	(4,275)	--	(6,260)	--
	(11,334)	--	(14,065)	--
Operating costs and general corporate expenses	(2,500)	(1,183)	(3,275)	(2,827)
Investment income	976	310	2,037	572
Loss from continuing operations before income taxes	(12,858)	(873)	(15,303)	(2,255)
Income tax benefit	90	263	120	699
Loss from continuing operations	(12,768)	(610)	(15,183)	(1,556)
Discontinued operations:				
Income from discontinued operations, net of income taxes	--	2,398	--	3,703
Gain (loss) on sale of discontinued operations	398	(1,561)	398	(1,561)
	398	837	398	2,142
Net income (loss)	$ (12,370)	$ 227	$ (14,785)	$ 586
Basic and diluted earnings (loss) per common share:				
Continuing operations	$ (0.84)	$ (0.04)	$ (1.00)	$ (0.10)
Discontinued operations	0.03	0.05	0.03	0.13
Net income (loss)	$ (0.81)	$ 0.01	$ (0.97)	$ 0.03
Weighted average shares outstanding	15,249	16,572	15,187	16,759

See accompanying notes.

CUSTOMTRACKS CORPORATION
(A Development Stage Company)

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

(Unaudited)

	Six Months Ended June 30 1999	Six Months Ended June 30 1998
Cash flows from operating activities:		
Loss from continuing operations	$ (15,183)	$ (1,556)
Adjustments to reconcile loss from continuing operations to net cash used by operating activities:		
Depreciation and amortization	351	7
Non-employee stock option compensation	7,862	--
Employee stock option compensation	275	516
Changes in assets and liabilities, excluding divestiture of businesses:		
Other current assets	(412)	(33)
Current liabilities	212	499
Net cash used by continuing operations	(6,895)	(567)
Net cash provided (used) by discontinued operations	(2,017)	1,350
Net cash provided (used) by operating activities	(8,912)	783
Cash flows from investing activities:		
Purchases of property and equipment, net	(10,123)	(5)
Purchases of marketable securities	(88,340)	--
Sales and maturities of marketable securities	64,610	1,010
Investing activities of discontinued operations:		
Proceeds from sales of businesses, net of cash sold	5,304	18,740
Purchases of property and equipment, net and other	--	(1,974)
Net cash provided (used) by investing activities	(28,549)	17,771
Cash flows from financing activities:		
Proceeds from exercise of stock options	950	315
Net cash provided by financing activities	950	315
Effect of exchange rate changes on cash and cash equivalents	(11)	6
Increase (decrease) in cash and cash equivalents	(36,522)	18,875
Cash and cash equivalents, beginning of period	54,292	12,583
Cash and cash equivalents, end of period	$ 17,770	$ 31,458

See accompanying notes.

CUSTOMTRACKS CORPORATION
(A Development Stage Company)

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Basis of Presentation

The accompanying financial statements, which should be read in conjunction with the audited consolidated financial statements included in the Company's 1998 Annual Report to Shareholders on Form 10-K, are unaudited but have been prepared in the ordinary course of business for the purpose of providing information with respect to the interim periods. The Condensed Consolidated Balance Sheet at December 31, 1998 was derived from the audited Consolidated Balance Sheet at that date which is not presented herein. Management of the Company believes that all adjustments necessary for a fair presentation for such periods have been included and are of a normal recurring nature, except for the amortization of the fair value of stock options granted to non-employees as explained in Note 3. The results of operations for the six-month period ended June 30, 1999 are not necessarily indicative of the results to be expected for the full year.

During 1998, the Company sold all of its operating businesses and, accordingly, the assets and liabilities, operating results and cash flows of these businesses have been reclassified as discontinued operations in the accompanying financial statements. The results of the discontinued operations do not include any interest expense or allocation of corporate expenses.

Basic and diluted earnings per common share are both computed based on the weighted average number of shares of common stock outstanding. The assumed exercise of outstanding stock options would be antidilutive for all periods presented.

2. New Business

The Company is developing ZixCharge, an Internet transaction system, and ZixMail, a secure Internet messaging system, both of which utilize the Company's digital signature and encryption technology. Successful development of a development stage enterprise, particularly Internet related businesses, is costly and highly competitive. The Company's internal growth depends on the timely development and market acceptance of new products. A start-up enterprise involves risks and uncertainties, and there are no assurances that the Company will be successful in its current business endeavors. See Note 3 and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

3. Non-Employee Stock Options

Proposed Director Stock Option Plan

In January 1999, certain non-employee directors were granted immediately vested options to purchase, in the aggregate, approximately 150,000 shares of the Company's common stock, subject to approval of a new directors' stock option plan by the Company's stockholders. The options have an exercise price of $10.65 per share, which was 120% of the closing price of the common stock on the date of grant. The options become effective upon the approval of a new plan and expire at the end of ten years. If the stockholders approve the new plan, in accordance with Accounting Principles Board Opinion No. 25 ("APB 25") "Accounting for Stock Issued to Employees," the excess, if any, of the closing price of the common stock on the date of plan approval over the exercise price of $10.65 would be charged to income. On August 11, 1999, the Financial Accounting Standards Board withdrew its proposal requiring stock options granted to non-employee directors be valued using an option valuation model, such as Black-Scholes. As a result, the Company will continue to account for non-employee director options under APB 25.

New Business Initiatives

The Company entered into an agreement in February 1999 with Lante Corporation ("Lante"), a third party software development firm, to assist the Company in developing software for its new Internet-related businesses. In exchange for the services provided by Lante, the Company pays cash for work performed at discounted rates and has issued options to purchase 500,000 shares of the Company's common stock to Lante at an exercise price of $7.62 per share, the closing price of the Company's common stock on the date of the agreement. The options vest over three years and expire at the end of ten years. On the date of grant, these options had an estimated fair value of $2,865,000 or $5.73 per share, using the Black-Scholes option valuation model. Accounting for these options require that they be revalued on each subsequent reporting date until performance is complete with a cumulative catch up adjustment recognized for any changes in their fair value. The Company's common stock price has increased from $7.62 per share at the date of grant to $55.94 per share at June 30, 1999, thereby increasing the estimated fair value of these options to $26,445,000 or $52.89 per share as of June 30, 1999. The revalued amount for these options is being amortized over the three year vesting period; accordingly, the Company's results of operations for the three months and six months ended June 30, 1999 include a non-cash charge of $7,059,000 and $7,805,000, respectively, for amortization of the fair value of these options. The Company's future results of operations could be materially impacted by a change in valuation of the stock options issued to Lante as a result of future increases or decreases in the price of the Company's common stock. However, the required accounting treatment has no impact on the Company's cash flows or total stockholders' equity.

ITEM 2.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

Historically, the Company operated in one industry segment, the provision of systems and solutions for the intelligent transportation, electronic security and other markets through the design, manufacturing, installation and support of hardware and software products utilizing the Company's wireless data and security technologies. The businesses comprising this industry segment were sold during 1997 and 1998 and have been reclassified as discontinued operations in the consolidated financial statements.

In 1999, the Company has been developing a digital signature and encryption technology (the "ZixIt technology") and is planning a series of product releases that use this technology. ZixMail, a secure Internet-messaging system, will be the first product that uses the ZixIt technology. ZixMail will enable Internet users to send and receive encrypted and digitally signed email communications without changing their existing email addresses. The ZixMail software uses 1024-bit public key and Triple-DES encryption and can be exported throughout the world except to Cuba, Iran, Iraq, Libya, North Korea, Serbia, Sudan, and Syria. The Company expects that the ZixMail system will be available for use by the end of August 1999.

The Company has also announced ZixCharge, another product that will use the ZixIt technology. ZixCharge is an Internet transaction system, and will allow consumers to purchase items over the Internet without divulging personal information to Web merchants. The ZixCharge system is expected to be operational by the end of September 1999.

Successful development of a development stage enterprise, particularly Internet related businesses, is costly and highly competitive. The Company's internal growth depends on the timely development and market acceptance of its new products. A start-up enterprise involves risks and uncertainties, and there are no assurances that the Company will be successful in its current business endeavors.

Results of Operations

Continuing Operations

Research and development expenses

The Company first incurred development expenses for its current business endeavors in the first quarter of 1999. Non-employee stock option compensation consists of a non-cash charge of $7,059,000 and $7,805,000 for the three months and six months ended June 30, 1999, respectively, for amortization of the fair value of stock options granted to a third party software development firm that is assisting the Company with its development efforts. See Note 3 to the Condensed Consolidated Financial Statements for additional discussion regarding non-employee stock options. Other research and development expenses of $4,275,000 and $6,260,000 for the three months and six months ended June 30, 1999, respectively, primarily consists of expenditures to third parties for development of software for the Company's ZixMail and ZixCharge systems.

Operating costs and general corporate expenses

Operating costs and general corporate expenses for the three months and six months ended June 30, 1999 increased $1,317,000 and $448,000 from the prior year periods, respectively, primarily due to expenditures for marketing, expanded lease facilities, personnel and start-up operating costs relating to establishing the Company's Internet-related businesses. The increase was smaller for the six month period because the first quarter of 1998 included an expense charge of approximately $1,000,000 incurred in connection with the Company's former chairman, president and chief executive officer's severance agreement and stock options.

Investment income

Investment income for the three months and six months ended June 30, 1999 increased from $310,000 to $976,000 and increased from $572,000 to $2,037,000, respectively. The increase for both periods is primarily due to the increase in invested cash and marketable securities resulting from the sale of the Company's businesses during 1998.

Income tax benefit

The income tax benefit on the loss from continuing operations of $90,000 and $120,000 for the three months and six months ended June 30, 1999 and $263,000 and $699,000 for the comparable periods in 1998, respectively, is different from the U.S. statutory rate of 34%, primarily due to unbenefitted U.S. losses. The Company fully reserves its deferred tax assets due to the uncertainty of future taxable income from the Company's new business initiatives.

Loss from continuing operations

As a result of the foregoing, the Company experienced losses from continuing operations of $12,768,000 and $15,183,000 for the three months and six months ended June 30, 1999 as compared to $610,000 and $1,556,000 for the same periods in 1998.

Discontinued Operations

The Company sold all of its operating businesses in 1998 and, accordingly, their net operating income of $2,398,000 and $3,703,000 for the three months and six months ended June 30, 1998, respectively, has been reclassified as discontinued operations. Discontinued operations in 1998 also include the net loss from the sales of the Company's Transportation Systems Group and Cotag International. In the second quarter of 1999, the Company recorded a gain of $398,000 primarily due to a reduction in estimated future costs for various indemnification issues associated with the disposal of these businesses.

Liquidity and Capital Resources

At June 30, 1999, the Company's principal source of liquidity is its cash investments and marketable securities totaling $68,429,000. The Company plans to continue to invest its excess cash in high-grade U.S. corporate debt securities or U.S. government and agency securities.

The Company's new business initiative to create Internet related businesses requires significant investment. The Company currently expects to invest $15,000,000 to $25,000,000 during the second half of 1999 on ZixCharge and ZixMail for software development, marketing, expanded lease facilities, communications, computers and related equipment to expand its computing center and related personnel and start-up operating costs. Management believes the Company's existing cash position will be sufficient to meet near-term anticipated needs. The Company has no existing borrowings or credit facilities. Acquisitions, if any, would be financed by the most attractive alternative available, which could be the utilization of cash or the issuance of debt or equity securities.

Non-Employee Stock Options

See Note 3 to the Condensed Consolidated Financial Statements regarding the accounting for stock options granted to non-employees and their potential impact on the Company's future operating results.

Impact of the Year 2000

The Year 2000 Issue is primarily the result of computer programs being written using two digits rather than four to define the applicable year. There are no material Year 2000 compliance requirements confronting the Company since it has no existing operating businesses. The Company's current financial and administrative systems are fully compliant. Accordingly, the Company has no ongoing remediation plans with respect to its current systems.

Software systems developed for use in connection with the Company's new Internet related businesses will be designed and tested for Year 2000 compliance. The Company continues to assess the impact, if any, the Year 2000 Issue will have on its key vendors and development partners before the inception of a relationship. If the Company's assessments of the impact of the Year 2000 Issue prove to be incorrect, the Company's new Internet related businesses may be materially affected.

Risks and Uncertainties

Certain assumptions, risks and uncertainties that could affect the Company's ability to be successful in its current business endeavors include: (1) the ability of the Company to successfully develop its ZixMail and ZixCharge systems and to marshal the personnel and technical resources to complete the development of these products in a timely fashion; and (2) the ability of the Company to gain market acceptance for its products. Also, see the Company's 1998 Annual Report to Shareholders on Form 10-K, "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, Risks and Uncertainties", for other assumptions, risks and uncertainties.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

For the period ended June 30, 1999, the Company did not experience any material changes in market risk exposures that affect the quantitative and qualitative disclosures presented in the Company's 1998 Annual Report to Shareholders on Form 10-K.

PART II - OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

a. Exhibits

The following is a list of exhibits filed as part of this Quarterly Report on Form 10-Q.

Description of Exhibits

*10.1 Patent Purchase Agreement.
*10.2 Amendment to Assignment.
*10.3 Amendment to Employment Agreement.
*27.1 Financial Data Schedule.

b. No reports of the Registrant on Form 8-K have been filed with the Securities and Exchange Commission during the three months ended June 30, 1999.

*Filed herewith.

SIGNATURE

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

CUSTOMTRACKS CORPORATION
(Registrant)

Date: August 16, 1999

By: /s/Steve M. York

Steve M. York
Senior Vice President, Chief Financial Officer, and Treasurer
(Principal Financial Officer and Duly Authorized Officer)

Exhibit 10.1

Execution Version

PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement, dated as of March 22, 1999, is by and among David P. Cook, an individual residing in Dallas, Texas ("Cook"), CustomTracks Corporation, a Texas Corporation ("CustomTracks"), and Petabyte Corporation, a Delaware corporation ("Petabyte"). Terms used herein with their initial letter capitalized but not defined herein shall have the meaning given such terms in that certain Stock Option Agreement, dated as of April 29, 1998, between Cook and CustomTracks.

WHEREAS, Petabyte owns United States Patent Number 5,860,068, entitled "Method and System for Custom Manufacture and Delivery of a Data Product" and a related continuation application (collectively, the "Patent") and PCT Application, filed December 3, 1998, for which the Patent is the "parent" application (the "Foreign Patent Application").

WHEREAS, pursuant to that certain Assignment (herein so called), effective May 14, 1998, by and between Cook, as assignor, and Petabyte, as assignee, Cook transferred to Petabyte all right, title, and interest in and to the Patent Rights (which includes the Patent and the Foreign Patent Application), the Technology, and the Marks (as such terms are defined in the Assignment);

WHEREAS, pursuant to that certain Stock Purchase Agreement (herein so called), entered into as of May 14, 1998, Cook sold to CustomTracks 100% of the outstanding shares of Petabyte;

WHEREAS, Petabyte desires to transfer to Cook the Patent and the Foreign Patent Application, while retaining a use license, on the terms and conditions stated herein;

WHEREAS, the parties desire to amend the Assignment and Mr. Cook's employment agreement, as set forth in the forms of amendments attached hereto as Exhibit A and Exhibit B;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Patent Transfer; Marks; Patent License. (a) Subject to the provisions of the following Subsection (b), Petabyte hereby irrevocably assigns, sells, transfers, and conveys to Cook, Petabyte's entire right, title, and interest in and to the Patent and the Foreign Patent Application, the same to be now held and enjoyed by Cook for his own use and enjoyment, and for the use and enjoyment of his successors, assigns, or other legal representatives, to the end of the term or terms for which the Patent and any international patents that issue under the Foreign Patent Application are granted or reissued, as fully and entirely as the same would have been held and enjoyed by Petabyte if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said Patent and any such international patents, with the

right to sue for and collect the same for his own use and behalf and for the use and behalf of his successors, assigns, and other legal representatives.

Petabyte hereby reserves for the benefit of CustomTracks and its Affiliates, and Cook hereby grants to CustomTracks and its Affiliates, a royalty bearing (subject to the provisions of the following paragraph, worldwide, nonexclusive, nontransferable, nonsublicensable license under the Patent and any international patents that may issue under the Foreign Patent Application to make, have made, use, sell, import, offer for sale, lease, or otherwise transfer any product, apparatus, composition of matter and/or article of manufacture and to practice or have practiced for the benefit of CustomTracks and its Affiliates any method claimed in the Patent and such international patents. "Affiliate" shall have the meaning given such term in that certain AMTC Corporation Stock Option Agreement, effective as of April 29, 1998, between AMTC Corporation and Cook (the "Option Agreement"). With the consent of Cook, an Affiliate of CustomTracks shall continue to have the benefit of the license referred to in this paragraph after it ceases to be an "Affiliate" (such Affiliates are hereinafter referred to as "Former Affililates"); otherwise, the license shall expire when the Affiliate in question ceases to be an "Affiliate," as defined. This license that is reserved unto and conveyed to CustomTracks and its Affiliates does not include the right to assert patent infringement claims under the Patent or the international patents, which right is reserved unto and held by Cook.

Section 4 of the Assignment establishes a royalty payment to be paid for the use of Patent Rights, Technology, and Marks. Subject to the provisions of the following sentence, Cook hereby waives the right to receive any royalties under Section 4 of the Assignment. Cook's right to receive royalties shall revive with respect to the use of the Patent Rights only and Cook shall be entitled to receive the royalties set forth in Section 4 of the Assignment with respect to the use of the Patent Rights only, as follows:

- With respect to the use of the Patent Rights by CustomTracks and its Affiliates and Former Affiliates, upon Cook's separation from employment with the Company and its Affiliates.

- With respect to the use by a Material Subsidiary of the Patent Rights, a Change of Control occurs with respect to a Material Subsidiary and the Material Subsidiary continues to have the license referred to in the preceding paragraph.

(b) Upon Cook's request, Petabyte will return to Cook ownership of the marks "CustomTracks" and "Petabyte," together with associated goodwill, if they are not then being used in the conduct of the business of CustomTracks or an Affiliate and there is no reasonably foreseeable use of them by CustomTracks or an Affiliate.

2. Payments under Stock Purchase Agreement; Nominal Payment. The parties acknowledge that CustomTracks has paid to Cook $200,000 pursuant to the Stock Purchase Agreement. The parties agree that the Future Payments (as defined in the Stock Purchase Agreement) are hereby eliminated, and CustomTracks shall have no obligation to make any such Future Payments. CustomTracks hereby agrees to pay to a charity of Cook's choosing the amount of $50,000.

3. Miscellaneous.

(a) Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or by a recognized courier service or by registered or certified mail, postage prepaid, to the parties at the following addresses:

If to: CustomTracks and Petabyte	If to: David P. Cook
CustomTracks Corporation 13355 Noel Road Suite 1555 Dallas, Texas 75240 Attn: General Counsel	13355 Noel Road Suite 1555 Dallas, Texas 75240 or to Cook's residence

Notices shall be effective upon receipt. Any party to this Agreement may change the address for purposes of giving notice under this Agreement by giving notice of such change to the other party to this Agreement in accordance with this Subsection 3(a).

(b) Attorneys' Fees and Costs. In the event that attorneys' fees or other costs are incurred to secure performance of any of the obligations in this Agreement provided for, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred therein.

(c) Further Assurances. Each party to this Agreement agrees to execute any and all documents and to perform such other acts as may be necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

(d) Counterparts. This Agreement may be executed in one or more counterparts for the convenience of the parties to this Agreement, all of which together shall constitute one and the same instrument.

(e) Entire Agreement. This Agreement contains the entire understanding of the parties relating to the subject matter contained in this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter of this Agreement. This Agreement cannot be modified or amended except in writing signed by the party against whom enforcement is sought.

(f) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Texas without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first above written.

CUSTOMTRACKS CORPORATION

/s/ Ronald A. Woessner

Its: V.P.

Date: July 23, 1999

PETABYTE CORPORATION

/s/ Ronald A. Woessner

Its: V.P.

Date: July 23, 1999

/s/ David P. Cook

David P. Cook

Date: July 23, 1999

Exhibit A

AMENDMENT TO ASSIGNMENT

This Amendment to Assignment, dated as of March 22, 1999, between David P. Cook ("Cook") and Petabyte Corporation, a Texas corporation ("Petabyte") hereby amends that certain Assignment, made and effective as of May 14, 1998 (the "Assignment"), between Cook and Petabyte.

WHEREAS, Cook, Petabyte, and CustomTracks Corporation, a Texas corporation ("CustomTracks"), entered into that certain Patent Purchase Agreement (herein so called), dated as of March 22, 1999;

WHEREAS, Section 5 of the Assignment conveys to Petabyte the specified rights to Inventions (as defined) useful in the Business (as defined);

WHEREAS; CustomTracks is not currently actively pursuing the Business and, under applicable law, CustomTracks is entitled to certain rights with respect to inventions, copyrightable materials, and other intellectual property inspired by Cook that arise during the course of Cook's employment with CustomTracks;

WHEREAS, in light of the foregoing, Section 5 of the Assignment is superfluous and the parties desire to amend the Assignment as set forth herein;

In consideration of the premises and the mutual covenants contained herein and in the Patent Purchase Agreement, the parties agree as follows:

1. The first sentence of Section 4 of the Assignment is deleted and the second sentence thereof is amended in its entirety to read: "All manner of exploitation of the Technology and Patent Rights shall be in Petabyte's discretion, subject to the provisions of this Section 4.

2. The term "Patent Rights" for purposes only of Section 4 of the Assignment shall mean:

   "United States Patent Number 5,860,068, entitled 'Method and System for Custom Manufacture and Delivery of a Data Product,' any continuation applications related to such patent, and PCT Application, filed December 3, 1998, for which such United States patent is the 'parent' application."

As used elsewhere in the Assignment, the term "Patent Rights" shall have the meaning given it in Section 2 of the Assignment.

3. The parties acknowledge that under Subsection 1(a) of the Patent Purchase Agreement Cook has waived, upon the terms and conditions stated therein, the right to receive royalties under Section 4 of the Assignment.

4. Section 5 is hereby deleted from the Assignment.

5. Other than as set forth herein, the Assignment remains in full force and effect as written.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first above written.

PETABYTE CORPORATION

Its: -----------------------------

Date: -----------------------------

David P. Cook

Date: -----------------------------

Exhibit B

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement, dated as of March 22, 1999, between David P. Cook ("Employee") and CustomTracks Corporation (formerly Amtech Corporation), a Texas corporation (the "Company") hereby amends that certain Employment Agreement, effective as of April 29, 1998 (the "Employment Agreement"), between Employee and the Company.

WHEREAS, Employee and Petabyte Corporation, a Delaware corporation, entered into that certain Amendment to Assignment (herein so called), dated as of March 22, 1999, which, inter alia, deletes Section 5 of that certain Assignment, made and effective as of March 14, 1998;

WHEREAS, in light of the foregoing, the parties desire to amend the Employment Agreement as provided herein;

In consideration of the premises and the mutual covenants contained herein and in the Patent Purchase Agreement and the Amendment to Assignment, the parties agree as follows:

1. Section 6 of the Employment Agreement is amended by adding the following two sentences to the end thereof: "The parties agree that the ownership of intellectual property that is created, conceived, developed, and the like by Employee during the term of Employee's employment with the Company will be governed by applicable law. Employee will render to the Company such assistance as may be reasonably necessary to evidence and protect the ownership of its intellectual property. If such assistance is required after Employee's separation from employment with the Company, reasonable compensation will be paid to Employee for such assistance.

2. Other than as set forth herein, the Employment Agreement remains in full force and effect as written.

EXECUTED, on the dates set forth below, to be effective as of the date first set forth above.

CUSTOMTRACKS CORPORATION

Date: ---------------------------

David P. Cook

Date: ---------------------------

Exhibit 10.2

AMENDMENT TO ASSIGNMENT

This Amendment to Assignment, dated as of March 22, 1999, between David P. Cook ("Cook") and Petabyte Corporation, a Texas corporation ("Petabyte") hereby amends that certain Assignment, made and effective as of May 14, 1998 (the "Assignment"), between Cook and Petabyte.

WHEREAS, Cook, Petabyte, and CustomTracks Corporation, a Texas corporation ("CustomTracks"), entered into that certain Patent Purchase Agreement (herein so called), dated as of March 22, 1999;

WHEREAS, Section 5 of the Assignment conveys to Petabyte the specified rights to Inventions (as defined) useful in the Business (as defined);

WHEREAS; CustomTracks is not currently actively pursuing the Business and, under applicable law, CustomTracks is entitled to certain rights with respect to inventions, copyrightable materials, and other intellectual property inspired by Cook that arise during the course of Cook's employment with CustomTracks;

WHEREAS, in light of the foregoing, Section 5 of the Assignment is superfluous and the parties desire to amend the Assignment as set forth herein;

In consideration of the premises and the mutual covenants contained herein and in the Patent Purchase Agreement, the parties agree as follows:

1. The first sentence of Section 4 of the Assignment is deleted and the second sentence thereof is amended in its entirety to read: "All manner of exploitation of the Technology and Patent Rights shall be in Petabyte's discretion, subject to the provisions of this Section 4.

2. The term "Patent Rights" for purposes only of Section 4 of the Assignment shall mean:

   "United States Patent Number 5,860,068, entitled 'Method and System for Custom Manufacture and Delivery of a Data Product,' any continuation applications related to such patent, and PCT Application, filed December 3, 1998, for which such United States patent is the 'parent' application."

As used elsewhere in the Assignment, the term "Patent Rights" shall have the meaning given it in Section 2 of the Assignment.

3. The parties acknowledge that under Subsection 1(a) of the Patent Purchase Agreement Cook has waived, upon the terms and conditions stated therein, the right to receive royalties under Section 4 of the Assignment.

4. Section 5 is hereby deleted from the Assignment.

5. Other than as set forth herein, the Assignment remains in full force and effect as written.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first above written.

PETABYTE CORPORATION

/s/ Ronald A. Woessner

Its: V.P.

Date: July 23, 1999

/s/ David P. Cook

David P. Cook

Date: July 23, 1999

Exhibit 10.3

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement, dated as of March 22, 1999, between David P. Cook ("Employee") and CustomTracks Corporation (formerly Amtech Corporation), a Texas corporation (the "Company") hereby amends that certain Employment Agreement, effective as of April 29, 1998 (the "Employment Agreement"),") between Employee and the Company.

WHEREAS, Employee and Petabyte Corporation, a Delaware corporation, entered into that certain Amendment to Assignment (herein so called), dated as of March 22, 1999, which, inter alia, deletes Section 5 of that certain Assignment, made and effective as of March 14, 1998;

WHEREAS, in light of the foregoing, the parties desire to amend the Employment Agreement as provided herein;

In consideration of the premises and the mutual covenants contained herein and in the Patent Purchase Agreement and the Amendment to Assignment, the parties agree as follows:

1. Section 6 of the Employment Agreement is amended by adding the following two sentences to the end thereof: "The parties agree that the ownership of intellectual property that is created, conceived, developed, and the like by Employee during the term of Employee's employment with the Company will be governed by applicable law. Employee will render to the Company such assistance as may be reasonably necessary to evidence and protect the ownership of its intellectual property. If such assistance is required after Employee's separation from employment with the Company, reasonable compensation will be paid to Employee for such assistance.

2. Other than as set forth herein, the Employment Agreement remains in full force and effect as written.

EXECUTED, on the dates set forth below, to be effective as of the date first set forth above.

CUSTOMTRACKS CORPORATION

/s/Ronald S. Woesser

Date: July 23, 1999

/s/David P. Cook

David P. Cook

Date: July 23, 1999

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