

## ACQUISITION AGREEMENT

This Agreement dated as of March 25, 1986 shall constitute the basic terms and conditions of the agreement between MARX DISALLE ("Owner") and CANNON FILMS, INC. ("Purchaser") relating to the life story of Frank Dux ("Dux").

1. The Property: Reference is made herein to (a) that certain executed letter agreement dated As of June 15, 1985 (the "Dux Agreement") between Owner and Dux regarding certain rights to Dux's life story (that portion of Dux's life story generally consisting of Dux's training as a Ninja beginning as a child and culminating with Dux's victory of the 1975 Kumite Championship and Dux's military experiences) (the "Life Story"), and (b) that certain executed letter agreement dated June 15, 1985 (the "Lettich Agreement") between Owner and Sheldon Lettich ("Lettich") wherein Owner employed Lettich to write a screenplay (the "Screen-play") based upon the Life Story. The Dux Agreement and the Lettich Agreement are the "Underlying Rights Agreements". The Life Story and the Screenplay are the "Property".

2. Grant of Rights. Owner hereby irrevocably sells, grants and assigns to Purchaser, absolutely and Outright, in perpetuity and throughout the universe, a license to produce one motion picture based upon the Property or any part thereof (the "Picture") and customary ancillary, subsidiary and incidental rights related thereto. With respect to the Picture, and without limiting the generality of the foregoing, the rights herein granted include:

(a) all silent and sound (including all musical) motion picture rights, televised motion picture rights, television rights (whether free, pay, cable, subscription, pay-Per-view, live or otherwise), and audio-visual rights (including, without limitation, videocassette and videodisc rights in all formats), in all languages in any and all media and by any means Whatsoever (whether now known or hereafter developed), for the entire univ-erse, and all ancillary and subsidiary rights therein (including, without limitation, merchandising, commercial tie-up, by-product and music publishing and recording rights),

(b) the right to freely change, adapt, translate and add to or subtract from the Property, and to engage writers to render writing services in connection with the Property;

(c) the right to distribute, exhibit, advertise, publicize, exploit and otherwise turn to account the Picture by any and all manner and media (whether now known or later devised).