

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Amended and Restated Trademark Collateral Assignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pinnacle Entertainment, Inc.		12/14/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Lehman Commercial Paper, Inc.
<b>Street Address:</b>	745 7th Avenue
<b>Internal Address:</b>	19th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2454036	BELTERRA
Registration Number:	2458428	BELTERRA
Registration Number:	2699181	BELTERRA CASINO RESORT
Registration Number:	2669718	BELTERRA CASINO RESORT
Registration Number:	1866988	BOOMTOWN
Registration Number:	2991528	CASINO MAGIC
Registration Number:	2747802	CHAMPIONS CLUB
Serial Number:	76977691	L'AUBERGE DU LAC
Registration Number:	2644272	RAISE YOUR EXPECTATIONS

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 7145401235

OP \$240.00 2454036

Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins, LLP  
Address Line 1: 650 Town Center Drive  
Address Line 2: 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	023299-0258 PINNACLE ENT.
NAME OF SUBMITTER:	Joanna Fowler
Signature:	/Joanna Fowler/
Date:	12/16/2005

**Total Attachments: 23**

source=Second Amended and Restated#page1.tif  
source=Second Amended and Restated#page2.tif  
source=Second Amended and Restated#page3.tif  
source=Second Amended and Restated#page4.tif  
source=Second Amended and Restated#page5.tif  
source=Second Amended and Restated#page6.tif  
source=Second Amended and Restated#page7.tif  
source=Second Amended and Restated#page8.tif  
source=Second Amended and Restated#page9.tif  
source=Second Amended and Restated#page10.tif  
source=Second Amended and Restated#page11.tif  
source=Second Amended and Restated#page12.tif  
source=Second Amended and Restated#page13.tif  
source=Second Amended and Restated#page14.tif  
source=Second Amended and Restated#page15.tif  
source=Second Amended and Restated#page16.tif  
source=Second Amended and Restated#page17.tif  
source=Second Amended and Restated#page18.tif  
source=Second Amended and Restated#page19.tif  
source=Second Amended and Restated#page20.tif  
source=Second Amended and Restated#page21.tif  
source=Second Amended and Restated#page22.tif  
source=Second Amended and Restated#page23.tif

SECOND AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT

This AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT is made and entered into as of December 14, 2005 (the "Effective Date") by PINNACLE ENTERTAINMENT, INC., a Delaware corporation ("Borrower"), and the other Persons signatory hereto as Grantors (as defined below), in favor of LEHMAN COMMERCIAL PAPER INC., as the administrative agent ("Administrative Agent") under the Second Amended and Restated Credit Agreement (defined below) for the ratable benefit of each of the Lenders which are parties to the Second Amended and Restated Credit Agreement from time to time with reference to the following facts:

RECITALS

A. Borrower, certain lenders and Lehman Commercial Paper Inc., as administrative agent for such lenders, have entered into that certain Amended and Restated Credit Agreement, dated as of August 27, 2004, as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of October 11, 2005 (together, the "Existing Credit Agreement"), pursuant to which such lenders have agreed to lend to Borrower certain amounts, all in accordance with and subject to the terms and conditions set forth in the Existing Credit Agreement, and all other Loan Documents (as defined in the Existing Credit Agreement).

B. Pursuant to that certain Second Amended and Restated Credit Agreement dated as of December 14, 2005 by and among Borrower, the Lenders and the Administrative Agent (as the same further may be amended, extended, renewed, supplemented, restated, amended and restated or otherwise modified from time to time, the "Second Amended and Restated Credit Agreement"), the Existing Credit Agreement is being amended and restated, among other things, to extend the term of the loan facilities, increase the aggregate principal amount of the credit facilities thereunder, from \$400,000,000 to \$750,000,000, and to permit, subject to certain conditions and agreements of lenders to provide the same, an additional incremental facility of \$250,000,000 (which would cause the aggregate principal amount of such credit facilities to equal \$1,000,000,000).

C. Borrower and certain of its subsidiaries ("Existing Grantors") are a party to that certain Trademark Collateral Assignment, dated as of August 27, 2004 (the "Existing Assignment"), under which Existing Grantors agreed to grant a security interest in the certain collateral to Lehman Commercial Paper Inc., as administrative agent for certain lenders under the Existing Credit Agreement ("Existing Secured Party"), for the ratable benefit of such Existing Secured Party.

D. The Second Amended and Restated Credit Agreement provides, as a condition of the availability of such credit facilities, that Grantors shall amend and restate the Existing Assignment by entering into this Assignment (each, as defined below). Upon the execution of this Assignment, the liens created under the Existing Assignment will continue in full force and effect.

E. Each Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

## AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Borrower, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

1. Definitions. This Assignment (as defined below) is the Amended and Restated Trademark Collateral Assignment referred to in the Second Amended and Restated Credit Agreement. Terms defined in the Second Amended and Restated Credit Agreement and not otherwise defined in this Assignment shall have the meanings defined for those terms in the Second Amended and Restated Credit Agreement. As used in this Assignment, the following terms shall have the meanings respectively set forth after each:

"Assignment" means this Second Amended and Restated Trademark Collateral Assignment wherein a security interest in the Collateral is granted pursuant to Section 3, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, *including*, without limitation, any documents or agreements by which additional Grantors become party hereto.

"Attorney Costs" means and includes all reasonable and documented fees, expenses and disbursements of any law firm or other external counsel and, without duplication, the allocated cost of internal legal services and all reasonable and documented expenses and disbursements of internal counsel.

"Collateral" means and includes all of the following: (a) all of Grantors' right, title, and interest in and to all of Grantors' trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all registrations and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof and all reissues, extensions, and renewals thereof (collectively, the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks; and (c) any and all proceeds of any of the foregoing, *including* any claims by Grantors against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto; *provided, however*, that the "Collateral" shall not include Trademarks registered with foreign authorities; and *provided further*, that any Prospective Trademark Rights shall be *excluded* from the "Collateral" for purposes hereof (and shall not be subject to the provisions of this Assignment). Schedule 1 hereto sets forth all the Trademarks of the Grantors registered with the USPTO.

"Grantors" means Borrower and those Subsidiaries of Borrower, if any, that are parties hereto as indicated on the signature pages hereof, or that become parties hereto as provided in Section 10 hereof, and each of them, and any one or more of them, jointly and severally. At such times, if any, as no Subsidiaries of Borrower are parties hereto, the term "Grantors" shall refer solely to Borrower. The term "Grantors" shall include "New Grantors."

“Inter-Company Assignments and Licenses” mean those certain Intellectual Property Assignments and Intellectual Property License Agreements identified on Schedule 2 hereto, pursuant to which certain Restricted Subsidiaries of Borrower have heretofore transferred Trademarks to Borrower.

“New Grantors” mean, collectively, upon becoming a party to this Assignment, PNK (CHILE 1), LLC, a Delaware limited liability company, and PNK (CHILE 2), LLC, a Delaware limited liability company.

“Prospective Trademark Rights” means any applications for registration, intent-to-use registrations, and other prospective rights in trademarks and the likes of Grantors which do not as of the Effective Date constitute Trademarks.

“Secured Obligations” means (i) with respect to the Borrower, any and all Obligations (other than contingent indemnity obligations and obligations in respect of any Specified Hedge Agreement) of any type or nature of Borrower to the Administrative Agent, the Lenders, and any one or more of them, arising under or relating to the Second Amended and Restated Credit Agreement, the Notes, any Specified Hedge Agreements and to one or more of the Loan Documents and (ii) with respect to any other Grantor, the obligations of such Grantor under the Subsidiary Guaranty made by such Grantor in favor of Secured Party and the Lenders; in each case whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, *including* obligations of performance as well as obligations of payment, and *including* interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any Grantor or any other Person.

“Secured Party” means the Administrative Agent who shall receive and hold the assignments made hereunder for the ratable benefit of each of the Lenders which are parties to the Second Amended and Restated Credit Agreement from time to time and which, subject to the terms and conditions of the Second Amended and Restated Credit Agreement, shall exercise any right, remedy, privilege, or power of Secured Party hereunder.

2. Incorporation of Representations, Warranties, Covenants and Other Provisions of Loan Documents. This Assignment is one of the “Loan Documents” referred to in the Second Amended and Restated Credit Agreement. All representations, warranties, affirmative and negative covenants and other provisions contained in any Loan Document as in effect on the Effective Date that are applicable to Loan Documents generally are fully applicable to this Assignment and are incorporated herein by this reference as though fully set forth in full.

3. Assignment. For valuable consideration, (i) Existing Grantors and each of them hereby jointly and severally confirm their continuing grant of a security interest in, and its continuing assignment and conveyance to Secured Party as successor to the Existing Secured Party, to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, all of the Collateral existing as of the Effective Date or acquired thereafter and (ii) New Grantors and each of them hereby a grant security interest in, and assign and convey such security interest to Secured Party, to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, all Collateral existing as of the Effective Date or acquired thereafter. This Assignment is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all

Secured Obligations, *including* those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them, or from time to time create new Secured Obligations after all or any prior Secured Obligations have been satisfied, and notwithstanding the bankruptcy of any Grantor or any other Person or any other event or proceeding affecting any Person.

4. Representations, Warranties and Covenants. Grantors, and each of them, represent, warrant and agree that:

(a) Grantors will, at their expense, perform all acts and execute all documents necessary to maintain on and after the Effective Date the existence of the Collateral as valid, subsisting, and registered Trademarks, *including*, without limitation, the filing of any renewal affidavits and applications, it being acknowledged and agreed that Grantors shall only so maintain Collateral to the extent the same is necessary for the operation of Grantors' business as currently conducted. To Grantors' respective knowledge, the Collateral is not subject to any Liens, claims, mortgages, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, *except* as (i) provided in favor of Secured Party, or (ii) Liens not prohibited by Section 7.3 of the Second Amended and Restated Credit Agreement or otherwise not violative of the representations and warranties in Section 4.9 of the Second Amended and Restated Credit Agreement.

(b) As of the Effective Date, none of Grantors or their Subsidiaries has any Trademarks registered with the USPTO other than those described in Schedule 1.

(c) Grantors shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or nonexclusive license or sublicense relating thereto, or otherwise dispose of any of the Collateral, except as permitted herein or in the Second Amended and Restated Credit Agreement, without the prior written consent of Secured Party. Nothing in this Assignment shall be deemed a consent by Secured Party to any such action, except as such action is permitted hereunder or under the Second Amended and Restated Credit Agreement; provided, however, Secured Party acknowledges and approves the Inter-Company Assignments and Licenses.

(d) If any Grantor shall hereinafter obtain a registration of a Trademark with the USPTO, such Grantor shall promptly inform Secured Party of such registration in writing and, upon request of Secured Party, execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the assignment to Secured Party of such Trademark. Each Grantor authorizes Secured Party to modify this Assignment by amending Schedule 1 to include as additional Collateral any such Trademark; and each Grantor shall, upon request of Secured Party from time to time, execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the assignment of a security interest to Secured Party of each such Trademark.

(e) On or after the Effective Date, no Grantor will do any act, or omit to do any act, whereby any material Trademark may become abandoned, cancelled, invalidated,

unenforceable, avoided, or avoidable, except that Grantor, or any of them, may take or omit to take any of the foregoing actions with respect to any Trademark that is no longer necessary for the conduct of the Grantors' businesses as currently conducted, regardless whether the same was theretofore material.

(f) Grantors will render any assistance, as Secured Party may determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to maintain and protect Secured Party's security interest in the Trademarks.

(g) Grantors retain all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds the Administrative Agent and each of the Lenders harmless from and against any claim, suit, loss, damage, or expense (*including* Attorney Costs) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any Affiliate or Subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any Affiliate or Subsidiary thereof.

(h) The execution, delivery and performance of this Assignment is within the power of Grantors and have been duly authorized by all necessary corporate or other entity action and to the best of each Grantor's knowledge do not contravene any Law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which any Grantor is a party or by which any of its property is bound.

(i) In the event of any material infringement of any of the Trademarks by a third party, Grantors shall promptly notify Secured Party of such infringement and sue for and diligently pursue damages for such infringement if such infringement could reasonably be expected to constitute a Material Adverse Effect; otherwise Grantors shall not be required to institute any such actions, and may do so in their own discretion. If any Grantor shall fail to take such action within one (1) month after such notice is given to Secured Party, Secured Party may, but shall not be required to, itself take such action in the name of any or all Grantors, and each Grantor hereby appoints Secured Party the true and lawful attorney of Grantors, for them and in their name, place and stead, on behalf of Grantors, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantors, net of costs and Attorney Costs, to be applied to the Secured Obligations.

(j) Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Assignment under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 *et seq.*, the Uniform Commercial Code, or other Law of the United States, the State of New York or other States as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to Secured Party its rights hereunder or its security interest in any of the Collateral, and each Grantor hereby irrevocably authorizes Secured Party or its designee, at such Grantor's expense, to

execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refile (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest, Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time as may be reasonably requested by Secured Party. Each Grantor further authorizes Secured Party to have this or any other security agreement recorded or filed with the USPTO or other appropriate federal governmental office with respect to Trademarks described on Schedule 1.

(k) Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of any or all Grantors, such financing statements, assignments, pledges and other documents and agreements, and to take such other action as Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable Law, and Secured Party is hereby authorized to file on behalf of and in the name of any or all Grantors, at Grantors' sole expense, such financing statements, assignments, pledges and other documents in any appropriate governmental office.

(l) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantors fail to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, *including*, without limitation, all filing or recording fees, court costs, collection charges, and Attorney Costs. Grantors will be liable to Secured Party for any such payment, which payment shall be deemed an advance by the Lenders to Grantors, shall be payable on demand, together with interest at the rate then applicable to Obligations under the Second Amended and Restated Credit Agreement, and shall be part of the Secured Obligations.

5. Inspection. At all reasonable times on reasonable prior notice, each Grantor hereby grants to Secured Party and its representatives the right to inspect such Grantor's properties wherein the Trademarks are used and the products and records relating thereto.

6. Rights and Remedies Upon Event of Default. Upon the occurrence and during the continuance of any Event of Default under the Second Amended and Restated Credit Agreement in addition to all other rights and remedies of Secured Party, whether provided under Law, the Second Amended and Restated Credit Agreement or otherwise, Secured Party shall have the following rights and remedies, which may be exercised without notice to, or consent by, any Grantor, except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantors or any Subsidiary of any Grantor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured



Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories or possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of or otherwise enforce its security interest in the Collateral, or any part thereof, either with or without special conditions or stipulations, and take all actions permitted by law in connection with such enforcement, *except* that Secured Party agrees to provide Grantors with five (5) days' prior written notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to the Grantor owning the same. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations *except* as expressly provided in this Section 6(c). Subject to compliance with the requirements of any applicable Law, Secured Party shall have the power to (i) buy the Collateral, or any part thereof, and (ii) execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper in connection with such assignment, sale, disposition or enforcement of the Collateral. In any such event, Grantors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 6(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantors, and each of them, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any registration or recording relating thereto), in form suitable for filing, recording, or registration. Grantors agree to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, *including*, without limitation, any taxes, fees, and Attorney Costs.

(e) Secured Party may first apply the proceeds actually received from any such use, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof; *including*, without limitation, Attorney Costs, and all reasonable and documented travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Second Amended and Restated Credit Agreement. Grantors shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantors will pay Secured Party, within ten (10) days of demand therefore, any such unpaid amount, together from the date the payment is due and payable hereunder with interest at the rate(s) set forth in the Second Amended and Restated Credit Agreement.

(f) In connection with any such license, use, assignment, sale, or other disposition of Collateral (or any part thereof), Grantors shall supply to Secured Party, or Secured Party's designee, Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantors' customer lists and other records relating to the Trademarks and the distribution hereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under Law, the Second Amended and Restated Credit Agreement, this Assignment, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

7. Certain Waivers.

(a) Each Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, *including*, without limitation, its rights following any Event of Default to take immediate possession of the Collateral and exercise its rights with respect thereto; *excluding*, however, rights to a judicial hearing existing under the applicable Gaming Laws.

(b) Secured Party shall not be required to marshal any present or future security for (*including*, without limitation, this Assignment and the Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Each Grantor hereby agrees that it will not invoke any Law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Assignment or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and each Grantor hereby irrevocably waives the benefits of all such Laws.

(c) *Except* for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto *except* as otherwise required by Law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Second Amended and Restated Credit Agreement or the Collateral unless such waiver be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party under the Second Amended and Restated Credit Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

8. Costs and Expenses.

(a) (i) Grantors will reimburse for all reasonable and documented out-of-pocket costs and expenses incurred by the Administrative Agent in implementing or subsequently amending this Assignment, *including*, without limitation, recording and filing fees, appraisal fees, stamp taxes, and Attorney Costs in connection with this Assignment, (ii) Grantors will pay or reimburse for all their costs and expenses incurred in connection with and in the enforcement of this Assignment to the extent provided for in Section 10.5 of the Second Amended and Restated Credit Agreement.

(b) Grantors agree to reimburse Secured Party for and indemnify it against, any and all documented losses, expenses and liabilities (*including* liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Assignment, or the exercise of any rights or powers hereunder, *including* Attorney Costs.

9. Continuing Effect. This Assignment shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount or must otherwise be restored or returned by Administrative Agent or any Lender, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

10. Additional Grantors. The initial Grantors hereunder shall be Borrower and the Subsidiaries, if any, as are signatories hereto. From time to time following the Effective Date, additional Subsidiaries of Borrower may become parties hereto as required by the Second Amended and Restated Credit Agreement, as additional Grantors, by executing and delivering to Secured Party an Instrument of Joinder substantially in the form of Exhibit A, accompanied by such documentation as Secured Party may reasonably require in connection therewith, wherein such additional Grantors agree to become a party hereto and to be bound hereby. Upon delivery of such Instrument of Joinder to and acceptance thereof by Secured Party, notice of which acceptance is hereby waived by Grantors, each such additional Grantor shall be as fully a party hereto as if such Grantor were an original signatory hereof. Each Grantor expressly agrees that its Secured Obligations and the Liens upon its Collateral granted herein shall not be affected or diminished by the addition or release of additional Grantors hereunder, nor by any election of Secured Party not to cause any Subsidiary of Borrower to become an additional Grantor hereunder. This Assignment shall be fully effective as to any Grantor who is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

11. Release of Grantors. This Assignment and all Secured Obligations of Grantors hereunder shall be released when all Secured Obligations (other than contingent indemnity obligations and obligations in respect of any Specified Hedge Agreements) have been paid in full in cash or otherwise performed in full and when no portion of the Commitment remains outstanding. This Assignment and Secured Obligations of Grantors with respect to any item or portion of Collateral shall be released (i) when such item or portion of Collateral is sold or to be sold as part of or in connection with any Disposition permitted under the Second Amended and Restated Credit Agreement or under any other Loan Document or in connection with any transaction otherwise not prohibited under the Second Amended and Restated Credit Agreement or (ii) if such release is approved, authorized or ratified in accordance with Section 10.5 of the Second Amended and Restated Credit Agreement. Upon any release of Grantors' Secured Obligations hereunder, Secured Party shall promptly return any Collateral to Grantors, or to the Person or Persons legally entitled thereto, and shall promptly endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Assignment, all as reasonably requested by, and at the sole expense of, Grantors.

12. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it in its capacity as Administrative Agent under the Second Amended and Restated Credit Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (*including*, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

13. [Reserved]

14. Miscellaneous.

(a) This Assignment shall not be further amended, modified, supplemented, extended, terminated or waived (explicitly or by implication) *except* by a written instrument duly executed and delivered by Secured Party and Grantors (or in such other manner as may be permitted by the terms of the Second Amended and Restated Credit Agreement). Grantors and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

(c) This Assignment and all rights and obligations hereunder shall be governed by, and shall be construed and enforced in accordance with the Laws of the United States, and, to the extent that the Laws of the United States are not applicable, by the local Laws of New York.

(d) Any notice, request, demand or other communication required or permitted under this Assignment shall be in writing and shall be deemed to be properly

given if done in accordance with Section 10.2 of the Second Amended and Restated Credit Agreement.

(e) If any term or provision of this Assignment conflicts with any term or provision of the Second Amended and Restated Credit Agreement, the term or provision of the Second Amended and Restated Credit Agreement shall control. If any term or provision of this Assignment conflicts with any term or provision of the Existing Assignment, the term or provision of this Assignment shall control. If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment.

15. WAIVER OF JURY TRIAL. EACH GRANTOR AND SECURED PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT OR IN ANY OTHER WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF SUCH PARTY OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER EXISTING AS OF THE EFFECTIVE DATE OR ARISING THEREAFTER AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH GRANTOR AND SECURED PARTY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor has executed this Assignment by its duly authorized officer as of the date first written above.

“Grantors”

PINNACLE ENTERTAINMENT, INC.,  
a Delaware corporation

BILOXI CASINO CORP.,  
a Mississippi corporation

CASINO MAGIC CORP.,  
a Minnesota corporation

CASINO ONE CORPORATION,  
a Mississippi corporation

HP/COMPTON, INC.,  
a California corporation


PNK (BOSSIER CITY), INC.,  
a Louisiana corporation

ST. LOUIS CASINO CORP.,  
a Missouri corporation

By: S. H. Capp  
Name: Stephen H. Capp  
Title: Chief Financial Officer or Treasurer


BELTERRA RESORT INDIANA, LLC,  
a Nevada limited liability company

By: Pinnacle Entertainment, Inc.,  
its Sole Member

By:   
Name: Stephen H. Capp  
Title: Chief Financial Officer

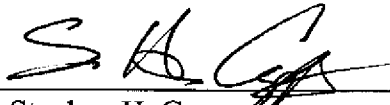
BOOMTOWN, LLC,  
a Delaware limited liability company

By: Pinnacle Entertainment, Inc.,  
its Sole Member

By:   
Name: Stephen H. Capp  
Title: Chief Financial Officer

CRYSTAL PARK HOTEL AND CASINO  
DEVELOPMENT COMPANY, LLC,  
a California limited liability company


By: HP/Compton, Inc.,  
its Sole Member and Manager

By:   
Name: Stephen H. Capp  
Title: Chief Financial Officer

OGLE HAUS, LLC,  
an Indiana limited liability company

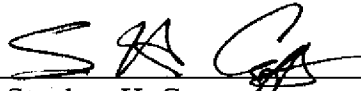
By: Belterra Resort Indiana, LLC,  
its Sole Member

By: Pinnacle Entertainment, Inc.,  
its Sole Member

By:   
Name: Stephen H. Capp  
Title: Chief Financial Officer

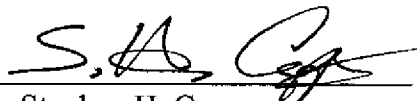
PNK (LAKE CHARLES), L.L.C.,  
a Louisiana limited liability company

By: Pinnacle Entertainment, Inc.,  
its Sole Member and Manager

By:   
Name: Stephen H. Capp  
Title: Chief Financial Officer

PNK (RENO), LLC,  
a Nevada limited liability company

By: Pinnacle Entertainment, Inc.,  
its Sole Member

By:   
Name: Stephen H. Capp  
Title: Chief Financial Officer



LOUISIANA-I GAMING,  
a Louisiana partnership in Commendam


By: Boomtown, LLC,  
its General Partner

By: Pinnacle Entertainment, Inc.,  
its Sole Member

By:   
Name: Stephen H. Capp  
Title: Chief Financial Officer

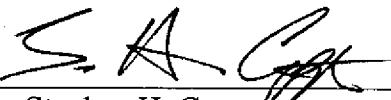
PNK (ES), LLC,  
a Delaware limited liability company

By: Pinnacle Entertainment, Inc.,  
its Sole Member

By:   
Name: Stephen H. Capp  
Title: Chief Financial Officer


PNK (ST. LOUIS 4S), LLC,  
a Delaware limited liability company

By: Pinnacle Entertainment, Inc.  
its Sole Member

By:   
Name: Stephen H. Capp  
Title: Chief Financial Officer


PNK (ST. LOUIS RE), LLC,  
a Delaware limited liability company

By: Pinnacle Entertainment, Inc.  
its Sole Member

By:   
Name: Stephen H. Capp  
Title: Chief Financial Officer

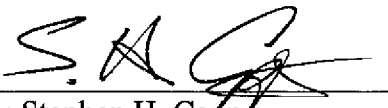
PNK (CHILE 1), LLC,  
a Delaware limited liability company

By: Pinnacle Entertainment, Inc.,  
its Sole Member

By:   
Name: Stephen H. Capp  
Title: Chief Financial Officer

PNK (CHILE 2), LLC,  
a Delaware limited liability company

By: Pinnacle Entertainment, Inc.,  
its Sole Member

By:   
Name: Stephen H. Capp  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
AS OF THE DATE FIRST  
ABOVE WRITTEN:

"Secured Party"

LEHMAN COMMERCIAL PAPER INC.  
as Administrative Agent, and  
for and on behalf of the Lenders

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Laurie Perper  
SVP

*(Second Amended and Restated Trademark Collateral Assignment)*

TRADEMARK  
REEL: 003212 FRAME: 0019

**SCHEDULE 1**

<b>Mark</b>	<b>Owner/Assignee</b>	<b>Class(es)</b>	<b>Registration Number</b>	<b>Registration Date</b>
BELTERRA	Pinnacle Entertainment, Inc.	41	2,454,036	5/22/2001
BELTERRA	Pinnacle Entertainment, Inc.	42	2,458,428	6/5/2001
BELTERRA CASINO RESORT	Pinnacle Entertainment, Inc.	42	2,699,181	3/25/2003
BELTERRA CASINO RESORT	Pinnacle Entertainment, Inc.	41	2,669,718	12/31/2002
BOOMTOWN	Pinnacle Entertainment, Inc.	16, 21, 25, 37, 39, 41, 42	1,866,988	12/13/1994
CASINO MAGIC	Pinnacle Entertainment, Inc.	41	2,991,528	9/6/2005
CHAMPIONS CLUB	Pinnacle Entertainment, Inc.	41	2,747,802	8/5/2003
L'AUBERGE DU LAC	Pinnacle Entertainment, Inc.	35	3,011,912	11/1/2005
RAISE YOUR EXPECTATIONS	Pinnacle Entertainment, Inc.	41	2,644,272	10/29/2002

## SCHEDULE 2

### **Inter-Company Assignments and Licenses**

#### Intellectual Property Assignments

1. Intellectual Property Assignment effective as of March 1, 2004 by and between Casino Magic Corp and Pinnacle Entertainment, Inc.
2. Intellectual Property Assignment effective as of March 1, 2004 by and between Boomtown, LLC and Pinnacle Entertainment, Inc.
3. Intellectual Property Assignment effective as of March 1, 2004 by and between OGLE HAUS, LLC and Pinnacle Entertainment, Inc.
4. Intellectual Property Assignment effective as of March 1, 2004 by and between Belterra Resort Indiana, LLC and Pinnacle Entertainment, Inc.
5. Intellectual Property Assignment effective as of March 1, 2004 by and between Crystal Park Hotel & Casino Development Co., LLC and Pinnacle Entertainment, Inc.
6. Intellectual Property Assignment effective as of March 1, 2004 by and between HP/Compton, Inc. and Pinnacle Entertainment, Inc.
7. Intellectual Property Assignment effective as of March 1, 2004 by and between PNK (BOSSIER CITY), Inc. and Pinnacle Entertainment, Inc.
8. Intellectual Property Assignment effective as of March 1, 2004 by and between PNK (BOSSIER CITY), Inc. and Pinnacle Entertainment, Inc.
9. Intellectual Property Assignment effective as of March 1, 2004 by and between BILOXI CASINO CORP. and Pinnacle Entertainment, Inc.
10. Intellectual Property Assignment effective as of March 1, 2004 by and between Louisiana-I Gaming and Pinnacle Entertainment, Inc.
11. Intellectual Property Assignment effective as of March 1, 2004 by and between PNK (Reno), LLC and Pinnacle Entertainment, Inc.
12. Intellectual Property Assignment effective as of March 1, 2004 by and between Casino Neuquen S.A. and Pinnacle Entertainment, Inc.

#### Intellectual Property License Agreements

1. Intellectual Property License Agreement effective as of March 1, 2004 by and between Pinnacle Entertainment, Inc. and Casino Magic Corp.

- a. Intellectual Property License Agreement effective as of March 1, 2004 by and between Casino Magic Corp. and Biloxi Casino Corp.
  - b. Intellectual Property License Agreement effective as of March 1, 2004 by and between Casino Magic Corp and Casino Magic Neuquen S.A.
2. Intellectual Property License Agreement dated as of March 1, 2004 by and between Pinnacle Entertainment, Inc. and Boomtown, LLC
  - a. Intellectual Property License Agreement effective as of March 1, 2004 by and between Boomtown, LLC and PNK (BOSSIER CITY), Inc.
  - b. Intellectual Property License Agreement effective as of March 1, 2004 by and between Boomtown, LLC and Louisiana-I Gaming, a Louisiana Partnership in Commendam
  - c. Intellectual Property License Agreement effective as of March 1, 2004 by and between Boomtown, LLC and PNK (Reno), LLC
3. Intellectual Property License Agreement dated as of March 1, 2004 by and between Pinnacle Entertainment, Inc. and Belterra Resort Indiana, LLC
  - a. Intellectual Property License Agreement effective as of March 1, 2004 by and between Belterra Resort Indiana, LLC and OGLE HAUS, LLC
4. Intellectual Property License Agreement dated as of March 1, 2004 by and between Pinnacle Entertainment, Inc. and HP/Compton, Inc.
  - a. Intellectual Property License Agreement effective as of March 1, 2004 by and between HP/Compton, Inc. and Crystal Park Hotel & Casino Development Co., LLC

EXHIBIT A  
TO  
AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, a \_\_\_\_\_ ("Joining Party"), and delivered to Lehman Commercial Paper Inc., as Administrative Agent ("Administrative Agent"), pursuant to the Amended and Restated Trademark Collateral Assignment dated as of December 14, 2005 made by Pinnacle Entertainment, Inc., a Delaware corporation (the "Borrower"), and each of the other Grantors party thereto (each a "Grantor" and collectively the "Grantors") in favor of the Administrative Agent and the Lenders described therein (the "Trademark Assignment"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Trademark Assignment.

RECITALS

(a) The Trademark Assignment was made by the Grantors in favor of the Administrative Agent for the ratable benefit of the Lenders that are referred to in the Amended and Restated Trademark Collateral Assignment, by and among Borrower, the Lenders and the Administrative Agent.

(b) Joining Party has become a Restricted Subsidiary of Borrower and is required pursuant to Section 6.10(c) the Second Amended and Restated Credit Agreement to become a Grantor.

(c) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the credit facilities under the Second Amended and Restated Credit Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 10 of the Trademark Assignment. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark Assignment with respect to all Obligations of Borrower heretofore or hereafter incurred under the Loan Documents, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Trademark Assignment.

(2) Attached hereto as Schedule 1 is a complete list of all of Joining Party's Trademarks registered with the USPTO as of the date hereof.

(3) The effective date of this Joinder is \_\_\_\_\_, 20\_\_.

“Joining Party”

\_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED:

LEHMAN COMMERCIAL PAPER INC.  
as Administrative Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_



SCHEDULE 1  
to Instrument of Joinder

Existing USPTO-Registered Trademarks

Name of Joining Party: \_\_\_\_\_

Mark	Class	Registration Number	Registration Date
------	-------	------------------------	----------------------