

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIFTH AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PINNACLE ENTERTAINMENT, INC.		10/15/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	200 Park Avenue		
<b>Internal Address:</b>	Attn: Craig Malloy		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3832807	1904 BEERHOUSE	
Registration Number:	3842616	JUDY'S VELVET LOUNGE	
Registration Number:	3842615	JUDY'S VELVET LOUNGE	
Registration Number:	3787693	RIVER CITY	
Registration Number:	3832887	RIVER CITY	
Registration Number:	3850296	RIVER CITY	
Registration Number:	3757123	SHOP LUMIÈRE PLACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com, kristin.azcona@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		

OP \$190.00 3832807

**900174384**

**TRADEMARK  
 REEL: 004299 FRAME: 0530**

Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042541-0009
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	10/19/2010

**Total Attachments: 4**

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**FIFTH AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK  
COLLATERAL ASSIGNMENT**

This FIFTH AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT, dated as of October 15, 2010, is made by Pinnacle Entertainment, Inc. ("Grantor"), in favor of BARCLAYS BANK PLC ("Barclays") as the Administrative Agent, having succeeded to the interests of the Prior Administrative Agent (as defined below) as the Secured Party (as that term is defined in the Second Amended and Restated Trademark Collateral Assignment as hereinafter defined). Any capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Second Amended and Restated Trademark Collateral Assignment.

WHEREAS, Grantors entered into that certain Second Amended and Restated Trademark Collateral Assignment, dated as of December 14, 2005, in favor of Lehman Commercial Paper Inc., as the original administrative agent under the Second Amended and Restated Credit Agreement ("Prior Administrative Agent") for the ratable benefit of each of the lenders from time to time parties to the Second Amended and Restated Credit Agreement (as amended prior to the date hereof, the "Second Amended and Restated Trademark Collateral Assignment").

WHEREAS, pursuant to that certain ASSIGNMENT AND ASSUMPTION (INTELLECTUAL PROPERTY), recorded with the USPTO on July 24, 2009, at Reel/Frame No. 004031/0434, the Prior Administrative Agent's interest as Secured Party under the Second Amended and Restated Trademark Collateral Assignment was assigned to, and assumed by, Barclays.

WHEREAS, Grantor has acquired certain additional trademarks registered with the USPTO, as indicated on Exhibit A attached hereto (the "Additional Marks"), and Secured Party and Grantor desire to amend Schedule 1 of the Second Amended and Restated Trademark Collateral Assignment ("Schedule 1") to include the Additional Marks.

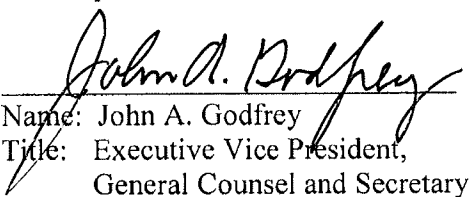
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Schedule 1. Schedule 1 shall be amended to include the Additional Marks. The security interest granted to Secured Party under the Second Amended and Restated Trademark Collateral Assignment shall extend to the Additional Marks, and the Additional Marks shall be, and be deemed to be, part of the Collateral.

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IN WITNESS WHEREOF, Grantor has executed this Fifth Amendment to Second Amended and Restated Trademark Collateral Assignment by its duly authorized officer as of the date first written above.

PINNACLE ENTERTAINMENT, INC.,  
a Delaware corporation

By:   
Name: John A. Godfrey  
Title: Executive Vice President,  
General Counsel and Secretary

ACCEPTED AND AGREED  
AS OF THE DATE FIRST  
ABOVE WRITTEN:

"Secured Party"

BARCLAYS BANK PLC,  
as Administrative Agent

By: 

Name: Craig J. Mallon

Title: Director

Exhibit A

Mark	Owner/Assignee	Class(es)	Registration Number	Registration Date
1904 BEERHOUSE	Pinnacle Entertainment, Inc.	43	3,832,807	8/10/2010
JUDY'S VELVET LOUNGE	Pinnacle Entertainment, Inc.	41	3,842,616	8/31/2010
JUDY'S VELVET LOUNGE	Pinnacle Entertainment, Inc.	43	3,842,615	8/31/2010
RIVER CITY	Pinnacle Entertainment, Inc.	41	3,787,693	5/11/2010
RIVER CITY	Pinnacle Entertainment, Inc.	35	3,832,887	8/10/2010
RIVER CITY	Pinnacle Entertainment, Inc.	43	3,850,296	9/21/2010
SHOP LUMIERE LACE	Pinnacle Entertainment, Inc.	35	3,757,123	3/9/2010