

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EIGHTH AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PINNACLE ENTERTAINMENT, INC.		05/05/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT
Street Address:	200 Park Avenue
Internal Address:	Attn: Craig Malloy
City:	New York
State/Country:	NEW YORK
Postal Code:	10166
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3904414	PINNACLE ENTERTAINMENT
Registration Number:	3904415	PINNACLE ENTERTAINMENT
Registration Number:	3933120	THE BEST CASINO ENTERTAINMENT COMPANY IN THE WORLD
Registration Number:	3944382	RIVER CITY
Registration Number:	3944892	WHATCHABRINGME
Registration Number:	3951506	

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com, kristin.azcona@lw.com
 Correspondent Name: LATHAM & WATKINS LLP
 Address Line 1: 650 Town Center Drive, 20th Floor

900191310

**TRADEMARK
 REEL: 004537 FRAME: 0029**

OP \$165.00 3904414

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 043546-0003

NAME OF SUBMITTER: Kristin J. Azcona

Signature: /kja/

Date: 05/09/2011

Total Attachments: 4
source=8th Amendment to Trademark Collateral Assignment#page1.tif
source=8th Amendment to Trademark Collateral Assignment#page2.tif
source=8th Amendment to Trademark Collateral Assignment#page3.tif
source=8th Amendment to Trademark Collateral Assignment#page4.tif

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

This EIGHTH AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT, dated as of May 5, 2011, 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:

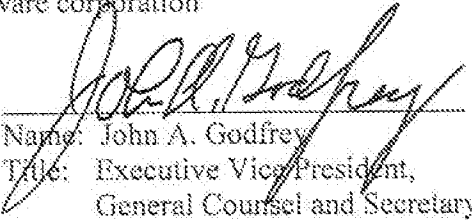
1. Schedule 1. Schedule 1 shall be amended to include the Additional Marks. The security interest granted to Secured Party under the Second Amended and Restated Trademark Collateral Assignment shall extend to the Additional Marks, and the Additional Marks shall be, and be deemed to be, part of the Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has executed this Eighth 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 Mulloy**
Title: **Director**

Exhibit A

Mark	Owner/Assignee	Class(es)	Registration Number	Registration Date
Pinnacle Entertainment	Pinnacle Entertainment, Inc.	44	3,904,414	1/11/2011
Pinnacle Entertainment (and design)	Pinnacle Entertainment, Inc.	44	3,904,415	1/11/2011
The Best Casino Entertainment Company in the World	Pinnacle Entertainment, Inc.	41	3,933,120	3/15/2011
River City	Pinnacle Entertainment, Inc.	25	3,944,382	4/12/2011
WHATCHABRINGME	Pinnacle Entertainment, Inc.	35	3,944,892	4/12/2011
Miscellaneous Design (Burger Logo)	Pinnacle Entertainment, Inc.	43	3,951,506	4/26/2011

2201504