

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Twelfth Amendment to Second Amended and Restated Trademark Collateral Assignment														
CONVEYING PARTY DATA															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:20%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:35%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Pinnacle Entertainment, Inc.</td> <td></td> <td>11/07/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Pinnacle Entertainment, Inc.		11/07/2011	CORPORATION: DELAWARE						
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PROPERTY NUMBERS Total: 3															
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CORRESPONDENCE DATA															
<p>Fax Number: (714)755-8290 Email: ipdocket@lw.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Latham & Watkins LLP Address Line 1: 650 Town Center Drive Address Line 2: Suite 2000 Address Line 4: Costa Mesa, CALIFORNIA 92626</p>															
ATTORNEY DOCKET NUMBER:	043546-0003														

OP \$90.00 4041157

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**TRADEMARK
 REEL: 004664 FRAME: 0342**

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	11/21/2011
Total Attachments: 4 source=TCA_12th Amendment to 2nd AR Trademark Collateral Assignment(2325390_2_LA)#page1.tif source=TCA_12th Amendment to 2nd AR Trademark Collateral Assignment(2325390_2_LA)#page2.tif source=TCA_12th Amendment to 2nd AR Trademark Collateral Assignment(2325390_2_LA)#page3.tif source=TCA_12th Amendment to 2nd AR Trademark Collateral Assignment(2325390_2_LA)#page4.tif	

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

This TWELFTH AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT, dated as of November 7, 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 Twelfth 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:

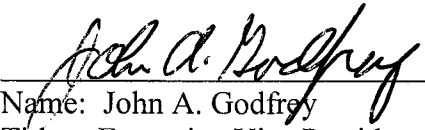

Name: John A. Godfrey
Title: Executive Vice President,
General Counsel and Secretary

Exhibit A

Mark	Owner/Assignee	Class(es)	Registration Number	Registration Date
RIVER DOWNS	Pinnacle Entertainment, Inc.	35, 41 and 43	4,041,157	October 18, 2011
MYCHOICE	Pinnacle Entertainment, Inc.	41	4,038,774	October 11, 2011
CHOICE REWARDS	Pinnacle Entertainment, Inc.	41	4,042,306	October 18, 2011