

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Sixteenth Amendment to Second Amended and Restated Trademark Collateral Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Entertainment, Inc.		08/14/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 7th Avenue		
Internal Address:	Attention: Craig Malloy		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4153025	EPIC POKER	
Registration Number:	4153026	EPIC POKER	
Registration Number:	3291623	HEARTLAND POKER TOUR	
Registration Number:	4176858	L'AUBERGE	
Registration Number:	4176856	L'AUBERGE	
Registration Number:	4176857	L'AUBERGE	
Registration Number:	4176855	L'AUBERGE	
Registration Number:	4180024	PINNACLE ENTERTAINMENT FOUNDATION	
Registration Number:	4145586	PLAYERS FIRST	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$240.00 4153025

Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	043546-0006
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	09/06/2012

Total Attachments: 4

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

This SIXTEENTH AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT, dated as of August 14, 2012, 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:

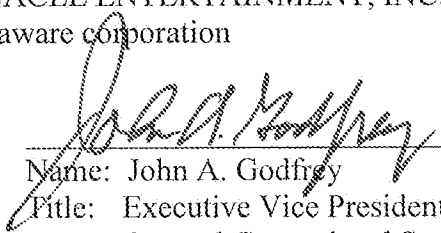
1. Schedule 1. Schedule 1 shall be amended to include the Additional Marks. The security interest granted to Secured Party under the Second Amended and Restated Trademark Collateral Assignment shall extend to the Additional Marks, and the Additional Marks shall be, and be deemed to be, part of the Collateral.

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IN WITNESS WHEREOF, Grantor has executed this Sixteenth 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: Michael J. Mozer

Name: Michael Mozer

Title: Vice President

Exhibit A

Mark	Owner/Assignee	Class(es)	Registration Number	Registration Date
EPIC POKER	Pinnacle Entertainment, Inc.	16, 41	4,153,025	6/5/2012
EPIC POKER (and design)	Pinnacle Entertainment, Inc.	16, 41	4,153,026	6/5/2012
HEARTLAND POKER TOUR	Pinnacle Entertainment, Inc.	41	3,291,623	9/11/2007
L'AUBERGE	Pinnacle Entertainment, Inc.	41	4,176,858	7/17/2012
L'AUBERGE	Pinnacle Entertainment, Inc.	44	4,176,856	7/17/2012
L'AUBERGE (Stylized)	Pinnacle Entertainment, Inc.	41	4,176,857	7/17/2012
L'AUBERGE (Stylized)	Pinnacle Entertainment, Inc.	44	4,176,855	7/17/2012
PINNACLE ENTERTAINMENT FOUNDATION	Pinnacle Entertainment, Inc.	36	4,180,024	7/24,2012
PLAYERS FIRST	Pinnacle Entertainment, Inc.	16, 41	4,145,586	4/22/2012