

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Seventeenth Amendment to Second Amended and Restated Trademark Collateral Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pinnacle Entertainment, Inc.		09/17/2012	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: 5

Property Type	Number	Word Mark
Registration Number:	4201997	1740 BARBIER
Registration Number:	4196579	PINNACLE ENTERTAINMENT
Registration Number:	4201826	RIVER DOWNS
Registration Number:	4201827	RIVER DOWNS
Registration Number:	4198381	RIVER DOWNS

CORRESPONDENCE DATA

Fax Number: 7147558290
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive
 Address Line 2: Suite 2000
 Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$140.00 4201997

ATTORNEY DOCKET NUMBER:	043546-0003
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	10/15/2012
Total Attachments: 4 source=TCA 17th Amendment to 2nd AR Trademark Collateral Assignment(2942739_1_LA)#page1.tif source=TCA 17th Amendment to 2nd AR Trademark Collateral Assignment(2942739_1_LA)#page2.tif source=TCA 17th Amendment to 2nd AR Trademark Collateral Assignment(2942739_1_LA)#page3.tif source=TCA 17th Amendment to 2nd AR Trademark Collateral Assignment(2942739_1_LA)#page4.tif	

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

This SEVENTEENTH AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT, dated as of September 17, 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has executed this Seventeenth 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:

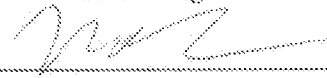


Name: Carlos A. Ruisanchez
Title: Executive Vice President and
Chief Financial Officer

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Secured Party"

BARCLAYS BANK PLC,
as Administrative Agent

By: 

Name: Noam Azachi

Title: Assistant Vice President

Exhibit A

Mark	Owner/Assignee	Class(es)	Registration Number	Registration Date
1740 BARBIER	Pinnacle Entertainment, Inc.	44	4,201,997	9/4/2012
PINNACLE ENTERTAINMENT	Pinnacle Entertainment, Inc.	41	4,196,579	8/28/2012
RIVER DOWNS (and design)	Pinnacle Entertainment, Inc.	35	4,201,826	9/4/2012
RIVER DOWNS (and design)	Pinnacle Entertainment, Inc.	41	4,201,827	9/4/2012
RIVER DOWNS (and design)	Pinnacle Entertainment, Inc.	43	4,198,381	8/28/2012