

5/23/03

REC
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05-23-2003



Docket No.:

Tab settings

To the Honorable Commissioner of Patents a.

102456166

hed original documents or copy thereof.

1. Name of conveying party(ies):

Boontown, Inc.

- Individual(s)
- General Partnership
- Corporation-State (Delaware)
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 12, 2003

2. Name and address of receiving party(ies):

Name: Bank of America, N.A., as
Administrative Agent
Internal Address: CA9-706-17-54
Street Address: 555 S. Flower St., 17th Floor
City: Los Angeles State: CA ZIP: 90071

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

none

B. Trademark Registration No.(s)

2120681
~~1924855~~
1866988
2374090

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Co., LLC

Internal Address:

Street Address: 1030 15th St., NW, Ste 920

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

05/27/2003 6TON11 00000015 2120681

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Charbel Lahoud, Esq.

5/21/03

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document.

TRADEMARK

REEL: 002738 FRAME: 0957

AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT

This AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT (this "Assignment") is made and entered into as of May 12, 2003 by Pinnacle Entertainment, Inc., a Delaware corporation ("Borrower") and those Subsidiaries of Borrower that are parties hereto, as indicated on the signature pages hereof, and/or that become parties hereto in the manner provided in Section 10 hereof, and each of them, jointly and severally, as Grantors (each a "Grantor", and collectively "Grantors"), in favor of Bank of America, N.A., as the Administrative Agent ("Administrative Agent") under the Loan Agreement (defined below) for the ratable benefit of each of the Lenders which are parties to the Loan Agreement from time to time, as Secured Party ("Secured Party"), with reference to the following facts:

RECITALS

A. Pursuant to the Amended and Restated Loan Agreement dated as of May 12, 2003 by and among Borrower, the Lenders party to the Loan Agreement from time to time (each a "Lender" and collectively "Lenders"), and the Administrative Agent, (as amended and as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to extend certain credit facilities to Borrower. The Loan Agreement amends and restates in its entirety the Reducing Revolving Loan Agreement dated as of March 27, 1997 (as amended, including by way of an Amended and Restated Reducing Revolving Loan Agreement dated as of October 14, 1998, the "Existing Loan Agreement") among Borrower, the Administrative Agent and the other lenders party thereto, and the Collateral (as defined in the Existing Loan Agreement) shall continue to secure the Obligations (as defined in the Loan Agreement).

B. This Assignment amends and restates the Trademark Security Interest Assignment referred to in the Existing Loan Agreement in its entirety.

C. The Loan Agreement provides, as a condition of the availability of such credit facilities, that Grantors shall enter into this Assignment and shall grant security interests to Secured Party as herein provided.

D. Each Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Borrower, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

1. Definitions. This Assignment is the Trademark Collateral Assignment referred to in the Loan Agreement. Terms defined in the Loan Agreement and not otherwise defined in this Assignment shall have the meanings defined for those terms in the Loan Agreement. As used in this Assignment, the following terms shall have the meanings respectively set forth after each:

"Assignment" means this Amended and Restated Trademark Collateral Assignment, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, *including*, without limitation, any documents or agreements by which additional Grantors become party hereto.

"Collateral" means and includes all of the following: (a) all of Grantors' right, title, and interest in and to all of Grantors' trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all registrations and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or any other countries, and all reissues, extensions, and renewals thereof (collectively, the "Trademarks"), *including* those trademarks, terms, designs and registrations described in Schedule 1 hereto; (b) the goodwill of the business symbolized by each of the Trademarks, *including*, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, *including* any claims by Grantors against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto; *provided, however*, that the "Collateral" shall not include two (2) marks registered with foreign authorities and held by Casino Magic Corp. and one (1) application for mark with foreign authority and held by Casino Mark (each more particularly described on Schedule 4.8 of the Loan Agreement); and *provided further*, that any Prospective Trademark Rights shall be *excluded* from the "Collateral" for purposes hereof (and shall not be subject to the provisions of this Assignment), until and unless added hereto as contemplated by Section 4(e) hereof.

"Grantors" means Borrower and those Subsidiaries of Borrower, if any, that are parties hereto as indicated on the signature pages hereof, or that become parties hereto as provided in Section 10 hereof, and each of them, and any one or more of them, jointly and severally. At such times, if any, as no Subsidiaries of Borrower are parties hereto, the term "Grantors" shall refer solely to Borrower.

"Prospective Trademark Rights" means any applications for registration, intent-to-use registrations, and other prospective rights in future Trademarks of Grantors which do not presently constitute Trademarks.

"Secured Obligations" means (i) with respect to the Borrower, any and all Obligations of any type or nature of Borrower to the Administrative Agent, the Lenders, and any one or more of them, arising under or relating to the Loan Agreement, the Notes, any Secured Swap Agreements and to one or more of the Loan Documents and (ii) with respect to any other Grantor, the obligations of such Grantor under the Subsidiary Guaranty made by such Grantor in favor of Secured Party and the Lenders; in each case whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, *including* obligations of performance as well as obligations of payment, and *including* interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any Grantor or any other Person.

"Secured Party" means the Administrative Agent who shall receive and hold the assignments made hereunder for the ratable benefit of each of the Lenders which are parties to the Loan Agreement from time to time. Subject to the terms and conditions of the Loan Agreement, any right, remedy, privilege, or power of Secured Party shall be exercised by the Administrative Agent.

2. Incorporation of Representations, Warranties, Covenants and Other Provisions of Loan Documents. This Assignment is one of the "Loan Documents" referred to in the Loan

Agreement. All representations, warranties, affirmative and negative covenants and other provisions contained in any Loan Document that are applicable to Loan Documents generally are fully applicable to this Assignment and are incorporated herein by this reference as though fully set forth in full.

3. Assignment. For valuable consideration, Grantors and each of them hereby jointly and severally grant a security interest in, assign and convey to Secured Party, to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, all of the presently existing and hereafter acquired Collateral. This Assignment is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, *including* those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them, or from time to time create new Secured Obligations after all or any prior Secured Obligations have been satisfied, and notwithstanding the bankruptcy of any Grantor or any other Person or any other event or proceeding affecting any Person.

4. Representations, Warranties and Covenants. Grantors, and each of them, represent, warrant and agree that:

(a) Subject to Permitted Encumbrances, Permitted Rights of Others, and matters disclosed on Schedule 4.7 of the Loan Agreement, all of the existing Collateral necessary for the conduct of each Grantor's business is valid and subsisting in full force and effect, and each such Grantor owns or has rights to use the same as necessary for its business, and the right and power to grant the security interests granted hereunder. Grantors will, at their expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting, and registered trademarks, *including*, without limitation, the filing of any renewal affidavits and applications, it being acknowledged and agreed that Grantors shall only so maintain Collateral to the extent the same is necessary for the operation of Grantors' business. The Collateral is not subject to any Liens, claims, mortgages, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, *except* as (i) provided in favor of Secured Party, (ii) Liens, Permitted Rights of Others or other matters, each to the extent disclosed on Schedule 4.7 of the Loan Agreement or not prohibited by Section 6.8 of the Loan Agreement or otherwise not violative of the representations and warranties in Section 4.8 of the Loan Agreement or (iii) otherwise listed in Schedule 2 hereto.

(b) As of the date hereof, none of Grantors or their Subsidiaries has any Trademarks registered with the USPTO other than those described in Schedule 1.

(c) Grantors shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or nonexclusive license or sublicense relating thereto, except as permitted herein or in the Loan Agreement, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party. Nothing in this Assignment shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) If any Grantor shall file any application for the registration of a trademark with the USPTO, such Grantor shall promptly inform Secured Party of such action in writing and, upon request of Secured Party, execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the assignment to Secured Party of such Trademark. Each Grantor authorizes Secured Party to modify this Assignment by amending Schedule 1 to include as additional Collateral any new Trademark of any Grantor applied for and obtained hereafter from the USPTO; and each Grantor shall, upon request of Secured Party from time

to time, execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the assignment of a security interest to Secured Party of each such Trademark.

(e) No Grantor has abandoned any of the Trademarks, except to the extent such abandonment would not violate the following sentence and to the extent such abandonment does not constitute a Material Adverse Effect and is not violative of representations and warranties of the Borrower in Section 4.8 of the Loan Agreement. No Grantor will do any act, or omit to do any act, whereby any material Trademark may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable, except that Grantor, or any of them, may take or omit to take any of the foregoing actions with respect to any Trademark that is no longer necessary for the conduct of the Grantors' businesses, regardless whether the same was theretofore material. Each Grantor shall notify Secured Party promptly if it knows, or has reason to know, of any reason why any registration or recording may become abandoned, cancelled, invalidated, or unenforceable.

(f) Grantors will render any assistance, as Secured Party may determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to maintain and protect Secured Party's security interest in the Trademarks.

(g) Each Grantor will promptly notify Secured Party if such Grantor (or any Subsidiary thereof) learns of any use by any Person of any term or design likely to cause confusion with the Trademarks, or of any use by any Person of any other process or product which infringes upon any of the Trademarks, if such use could constitute a Material Adverse Effect. Subject to Grantor's right to abandon or otherwise forego its rights as described in subclause (e) above, if requested by Secured Party, Grantors, at their expense, shall join with Secured Party in such action as Secured Party in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(h) Grantors retain all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds the Administrative Agent and each of the Lenders harmless from and against any claim, suit, loss, damage, or expense (including Attorney Costs) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any Affiliate or Subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any Affiliate or Subsidiary thereof.

(i) In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of, or with respect to, this Assignment, Grantors will not interpose any counterclaim of any nature.

(j) The execution, delivery and performance of this Assignment is within the power of Grantors and have been duly authorized by all necessary corporate or other entity action and to the best of each Grantor's knowledge do not contravene any Law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which any Grantor is a party or by which any of its property is bound.

(k) Grantors shall promptly notify Secured Party in writing of any adverse determination in any proceeding in the USPTO or any other domestic Government Agency, court or body, regarding any Grantor's claim of ownership in any of the Trademarks

if such determination could constitute a Material Adverse Effect. In the event of any material infringement of any of the Trademarks by a third party, Grantors shall promptly notify Secured Party of such infringement and sue for and diligently pursue damages for such infringement if such infringement could reasonably be expected to constitute a Material Adverse Effect; otherwise Grantors shall not be required to institute any such actions, and may do so in their own discretion. If any Grantor shall fail to take such action within one (1) month after such notice is given to Secured Party, Secured Party may, but shall not be required to, itself take such action in the name of any or all Grantors, and each Grantor hereby appoints Secured Party the true and lawful attorney of Grantors, for them and in their name, place and stead, on behalf of Grantors, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantors, net of costs and Attorney Costs, to be applied to the Secured Obligations.

(l) Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Assignment under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 *et seq.*, the Uniform Commercial Code or other Law of the United States, the State of New York or other States as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to Secured Party its rights hereunder or its security interest in any of the Collateral, and each Grantor hereby irrevocably authorizes Secured Party or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refileing (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest, Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party. Each Grantor further authorizes Secured Party to have this or any other security agreement recorded or filed with the USPTO or other appropriate federal governmental office.

(m) Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of any or all Grantors, such financing statements, assignments, pledges and other documents and agreements, and to take such other action as Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable Law, and Secured Party is hereby authorized to file on behalf of and in the name of any or all Grantors, at Grantors' sole expense, such financing statements, assignments, pledges and other documents in any appropriate governmental office.

(n) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantors fail to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, *including*, without limitation, all filing or recording fees, court costs, collection charges, and Attorney Costs. Grantors will be liable to Secured Party for any such payment, which payment shall be deemed an advance by the Lenders to Grantors, shall be payable on demand, together with interest at the rate then applicable to Obligations under the Loan Agreement, and shall be part of the Secured Obligations.

5. Inspection. At all reasonable times on reasonable prior notice, each Grantor hereby grants to Secured Party and its representatives the right to inspect such Grantor's properties wherein the Trademarks are used and the products and records relating thereto.

6. Rights and Remedies Upon Event of Default. Upon the occurrence and during the continuance of any Event of Default under the Loan Agreement, and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Loan Agreement or otherwise, Secured Party shall have the following rights and remedies, which may be exercised without notice to, or consent by, any Grantor, *except* as such notice or consent is expressly provided for hereunder:

(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantors or any Subsidiary of any Grantor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories or possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of or otherwise enforce its security interest in the Collateral, or any part thereof, either with or without special conditions or stipulations, and take all actions permitted by law in connection with such enforcement, *except* that Secured Party agrees to provide Grantors with five (5) days' prior written notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to the Grantor owning the same. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations *except* as expressly provided in this Section 6(c). Subject to compliance with the requirements of any applicable Law, Secured Party shall have the power to (i) buy the Collateral, or any part thereof, and (ii) execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper in connection with such assignment, sale, disposition or enforcement of the Collateral. In any such event, Grantors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 6(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantors, and each of them, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantors agree to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, *including*, without limitation, any taxes, fees, and Attorney Costs.

(e) Secured Party may first apply the proceeds actually received from any such use, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, *including*, without limitation, Attorney Costs, and all travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Loan Agreement. Grantors shall remain liable to Secured Party for any expenses or Secured Obligations

remaining unpaid after the application of such proceeds, and Grantors will pay Secured Party, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the Loan Agreement.

(f) In connection with any such license, use, assignment, sale, or other disposition of Collateral (or any part thereof), Grantors shall supply to Secured Party, or Secured Party's designee, Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantors' customer lists and other records relating to the Trademarks and the distribution hereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under Law, the Loan Agreement, this Assignment, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

7. Certain Waivers.

(a) Each Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, *including*, without limitation, its rights following any Event of Default to take immediate possession of the Collateral and exercise its rights with respect thereto.

(b) Secured Party shall not be required to marshal any present or future security for (*including*, without limitation, this Assignment and the Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Each Grantor hereby agrees that it will not invoke any Law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Assignment or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and each Grantor hereby irrevocably waives the benefits of all such Laws.

(c) *Except* for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto *except* as otherwise required by Law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Loan Agreement or the Collateral unless such waiver be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party under the Loan

Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

8. Costs and Expenses.

(a) Grantors will pay any and all charges, costs and taxes incurred in implementing or subsequently amending this Assignment, *including*, without limitation, recording and filing fees, appraisal fees, stamp taxes, and Attorney Costs in connection with this Assignment, and in the enforcement of this Assignment and in the enforcement or foreclosure of any Liens, security interests or other rights of the Secured Party under this Assignment, or under any other documentation heretofore, now, or hereafter given to Secured Party in furtherance of the transactions contemplated hereby.

(b) Grantors agree to reimburse Secured Party for and indemnify it against, any and all losses, expenses and liabilities (*including* liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Assignment, or the exercise of any rights or powers hereunder, *including* Attorney Costs.

9. Continuing Effect. This Assignment shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by Administrative Agent or any Lender, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

10. Additional Grantors. The initial Grantors hereunder shall be Borrower and the Subsidiaries, if any, as are signatories hereto. From time to time following the Closing Date, additional Subsidiaries of Borrower may become parties hereto as required by the Loan Agreement, as additional Grantors, by executing and delivering to Secured Party an Instrument of Joinder substantially in the form of Exhibit A, accompanied by such documentation as Secured Party may require in connection therewith, wherein such additional Grantors agree to become a party hereto and to be bound hereby. Upon delivery of such Instrument of Joinder to and acceptance thereof by Secured Party, notice of which acceptance is hereby waived by Grantors, each such additional Grantor shall be as fully a party hereto as if such Grantor were an original signatory hereof. Each Grantor expressly agrees that its Secured Obligations and the Liens upon its Property granted herein shall not be affected or diminished by the addition or release of additional Grantors hereunder, nor by any election of Secured Party not to cause any Subsidiary of Borrower to become an additional Grantor hereunder. This Assignment shall be fully effective as to any Grantor who is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

11. Release of Grantors. This Assignment and all Secured Obligations of Grantors hereunder shall be released when (i) all Secured Obligations (other than contingent indemnity obligations) have been paid in full in cash or otherwise performed in full and when no portion of the Commitment remains outstanding. This Assignment and Secured Obligations of Grantors with respect

to any item or portion of Collateral shall be released (i) when such item or portion of Collateral is sold or to be sold as part of or in connection with any Disposition permitted under the Loan Agreement or under any other Loan Document or (ii) if such release is approved, authorized or ratified in accordance with Section 12.2 of the Loan Agreement. Upon such release of Grantors' Secured Obligations hereunder, Secured Party shall return any Collateral to Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Assignment, all as reasonably requested by, and at the sole expense of, Grantors.

12. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Administrative Agent under the Loan Assignment and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (*including*, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

13. [Reserved]

14. Miscellaneous.

(a) This Assignment shall not be amended, modified, supplemented, extended, terminated or waived (explicitly or by implication) *except* by a written instrument duly executed and delivered by Secured Party and Grantors (or in such other manner as may be permitted by the terms of the Loan Agreement). Grantors and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

(c) This Assignment and all rights and obligations hereunder shall be governed by, and shall be construed and enforced in accordance with the Laws of the United States, and, to the extent that the Laws of the United States are not applicable, by the local Laws of New York.

(d) Any notice, request, demand or other communication required or permitted under this Assignment shall be in writing and shall be deemed to be properly given if done in accordance with Section 12.6 of the Loan Agreement.

(e) If any term or provision of this Assignment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control. If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment.

15. WAIVER OF JURY TRIAL. EACH GRANTOR AND SECURED PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF THIS TRADEMARK COLLATERAL ASSIGNMENT OR ANY OTHER LOAN DOCUMENT OR IN ANY OTHER

WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF SUCH PARTY OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH GRANTOR AND SECURED PARTY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has executed this Assignment by its duly authorized officer as of the date first written above.

"Grantors"

PINNACLE ENTERTAINMENT, INC.,
a Delaware corporation

BILOXI CASINO CORP.,
a Mississippi corporation

BOOMTOWN HOTEL & CASINO, INC.,
a Nevada corporation

BOOMTOWN, INC.,
a Delaware corporation

CASINO MAGIC CORP.,
a Minnesota corporation


CASINO ONE CORPORATION,
a Mississippi corporation

HP/COMPTON, INC.,
a California corporation

LOUISIANA GAMING ENTERPRISES, INC.,
a Louisiana corporation


PNK (Bossier City), Inc.,
a Louisiana corporation

ST. LOUIS CASINO CORP.,
a Missouri corporation

By: 
Name: DANIEL R. LEE
Title: CHIEF EXECUTIVE OFFICER


BELTERRA RESORT INDIANA, LLC,
a Nevada limited liability company

By: Pinnacle Entertainment, Inc.,
its sole member and managing member

By: 
Name: DANIEL R. LEE
Title: CHIEF EXECUTIVE OFFICER

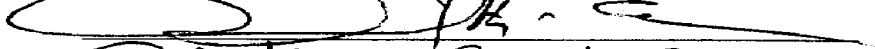
CRYSTAL PARK HOTEL AND CASINO
DEVELOPMENT COMPANY, LLC,
a California limited liability company

By: HP/Compton, Inc.,
its sole member and manager

By: 
Name: DANIEL R. LEE
Title: CHIEF EXECUTIVE OFFICER


OGLE HAUS, LLC,
an Indiana limited liability company

By: Pinnacle Entertainment, Inc.,
its sole member and manager

By: 
Name: DANIEL R. LEE
Title: CHIEF EXECUTIVE OFFICER

PNK (LAKE CHARLES), L.L.C.,
a Louisiana limited liability company

By: Pinnacle Entertainment, Inc.,
its sole member and manager

By: 
Name: DANIEL R. LEE
Title: CHIEF EXECUTIVE OFFICER

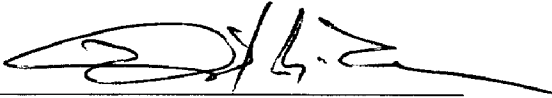
LOUISIANA-I GAMING,
a Louisiana partnership in Commendam

By: Louisiana Gaming Enterprises, Inc.,
a Louisiana corporation, its General Partner

By:

Name:

Title:


DANIEL A. LEE
CHIEF EXECUTIVE OFFICER

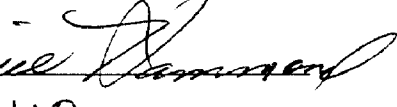
ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Secured Party"

BANK OF AMERICA, N.A.
as Administrative Agent, and for
and on behalf of the Lenders

By:

Title:


VP

SCHEDULE 1

Existing and Pending Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Registration (Application) Number</u>	<u>Registration (Application) Date</u>
Pinnacle Entertainment, Inc.	WINNING IS JUST THE BEGINNING	2,560,215	April 9, 2002
	BELTERRA CASINO RESORT	2,699,181	March 25, 2003
	BELTERRA CASINO RESORT	2,669,718	December 31, 2002
	BELTERRA	2,454,036	May 22, 2001
	BELTERRA	2,458,428	June 5, 2001
	CHAMPIONS CLUB	Application No. 76/075,269	May 17, 2000
Belterra Resort Indiana, LLC	RAISE YOUR EXPECTATIONS	2,644,272	October 29, 2002
Biloxi Casino Corp.	YOUR HOST ON THE COAST	Application No. 76/503,097	February 13, 2003
	CASINO ROW ¹	Application No. 76/328,808	October 23, 2001
Boomtown, Inc.	THE WILD WEST AT ITS BEST	2,120,681	December 16, 1997
	AMERICA'S FAVORITE	1,924,855	October 3, 1995
	BOOMTOWN	1,866,988	December 13, 1994
	Design Only	2,374,090	August 8, 2000
Casino Magic Corp.	NOTIONS & POTIONS	2,258,752	July 6, 1999
	THE AMAZING RANDOLPH'S	2,140,898	March 3, 1998
	ABRACADABRA'S	2,140,834	March 3, 1998

¹ Biloxi Casino Corp. along with Isle of Capri Casinos, Inc. and Grand Media Buying, Inc. are listed as the applicants for this application.

THE BRIDGES	2,121,569	December 16, 1997
A CUT ABOVE	1,840,960	June 21, 1994
MAGIC MONEY	2,117,148	December 2, 1997
CASINO MAGIC	1,782,242	July 13, 1993
CASINO MAGIC GETAWAYS	1,978,158	June 4, 1996 ²
GOLDIGGERS	1,858,962	October 18, 1994 ³
YOUR CASINO FOR THE 21 st CENTURY & Design	Application No. 75/627,986	January 27, 1999 ⁴

² Cancelled registration.

³ Search indicates registration issued in the name of Hollywood Park, Inc.

⁴ Abandoned application.

SCHEDULE 2

Existing Encumbrances on Trademarks

1. Certain licenses granted in connection with the sale of Casino Magic Bay St. Louis and Boomtown Biloxi

Pursuant to that certain Asset Purchase Agreement between Casino Magic Corp., a Minnesota corporation, and BSL, Inc., a Mississippi corporation, dated as of December 9, 1999 (as amended), Casino Magic Corp. sold to BSL, Inc. certain real and personal property, tangible and intangible, used by Casino Magic Corp. in the operation of the Casino Magic casino located in Bay St. Louis, Mississippi. In connection with such sale, Casino Magic Corp. and BSL, Inc. entered into License Agreement on August 8, 2000, pursuant to which Casino Magic Corp. granted a nonexclusive, royalty-free, perpetual license to use certain marks and certain additional marks (as more particularly described in Schedule 1 to the License Agreement) in connection with casino operations with all ancillary goods and services.

Pursuant to that certain Asset Purchase Agreement between Boomtown, Inc., a Delaware corporation, and BTN, Inc., a Mississippi corporation, dated as of December 9, 1999 (as amended), Boomtown, Inc. sold to BTN, Inc. certain real and personal property, tangible and intangible, used by Boomtown, Inc. in the operation of the Boomtown Biloxi casino located in Biloxi, Mississippi. In connection with such sale, Boomtown, Inc. and BTN, Inc. entered into License Agreement on August 8, 2000, pursuant to which Boomtown, Inc. granted a nonexclusive, royalty-free, perpetual license to use certain marks and certain additional marks (as more particularly described in Schedule 1 to the License Agreement) in connection with casino operations with all ancillary goods and services.

2. Hollywood Park

The rights of the Borrower and certain of its subsidiaries to use any trademark or service mark for casino services containing the word "Hollywood" are limited pursuant to an Agreement between Hollywood Casino Corporation, Hollywood Park, Inc., Hollywood Park Operating Co., and R.D. Hubbard, executed as of August 31, 1995 (the "Settlement Agreement"). However, the Settlement Agreement expressly permits certain uses of the mark HOLLYWOOD PARK for such services.

SCHEDULE 3

Pending Litigation

NONE

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of _____, 20____, by _____, a _____ ("Joining Party"), and delivered to Bank of America, N.A., as Administrative Agent ("Administrative Agent"), pursuant to the Trademark Collateral Assignment dated as of May 12, 2003 made by Pinnacle Entertainment, Inc., a Delaware corporation (the "Borrower"), and each of the other Grantors party thereto (each a "Grantor" and collectively the "Grantors") in favor of the Administrative Agent and the Lenders described therein (the "Trademark Assignment"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Trademark Assignment.

RECITALS

(a) The Trademark Assignment was made by the Grantors in favor of the Administrative Agent for the ratable benefit of the Lenders that are parties to that certain Amended and Restated Loan Agreement dated as of May 12, 2003 (as amended, the "Loan Agreement"), by and among Borrower, the Lenders and the Administrative Agent.

(b) Joining Party has become a Subsidiary of Borrower, and as such is required pursuant to Section 5.11 of the Loan Agreement to become a Grantor.

(c) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the credit facilities under the Loan Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 10 of the Trademark Assignment. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark Assignment with respect to all Obligations of Borrower heretofore or hereafter incurred under the Loan Documents, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Trademark Assignment.

(2) Attached hereto as Schedule 1 is a complete list of all of Joining Party's trademarks, trade names, trade styles, and service marks which shall also constitute "Collateral" as defined in the Trademark Assignment.

(3) The effective date of this Joinder is _____, 20____.

"Joining Party"

a _____

By: _____

Title: _____

ACKNOWLEDGED:

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____

Title: _____

[attach notarial acknowledgments]

SCHEDULE 1
to Instrument of Joinder

Existing and Pending Trademarks

Name of Joining Party: _____

Mark

Class

Registration
Number

Registration
Date