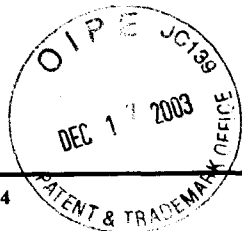


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Pinnacle Entertainment, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Lehman Brothers Commercial Paper Inc. Internal Address: Street Address: 745 7th Ave., 19th Floor City: New York State: NY Zip: 10019 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State NY Other 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: December, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) : 2560215 Additional number(s) attached Yes No see attached Schedule

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jennifer Wang, Esq. Internal Address: Street Address: c/o Latham & Warkins LLP 633 W. Fifth St., 40th Floor City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 20 7. Total fee (37 CFR 3.41): \$515.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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. Claudia Immerzeel Name of Person Signing Claudia Immerzeel Signature 12-16-03 Date

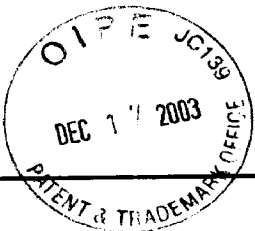
Total number of pages including cover sheet, attachments, and document:

12/22/2003 ECOOPER 00000024 2560215

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002884 FRAME: 0284



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Pinnacle Entertainment, Inc.

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

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

2. Name and address of receiving party(ies)
Lehman Brothers Commercial Paper Inc.
 Name: _____
 Internal
 Address: _____

Street Address: 745 7th Ave., 19th Floor
 City: New York State: NY Zip: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State NY
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) : 2560215

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Street Address: c/o Latham & Watkins LLP
633 W. Fifth St., 40th Floor

City: Los Angeles State: CA Zip: 90071

7. Total fee (37 CFR 3.41).....\$515.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

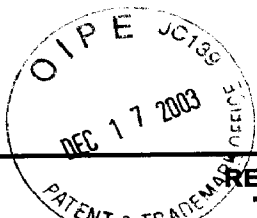
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Claudia Immerzeel Claudia Immerzeel 12-16-03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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2. Name and address of receiving party(ies) Lehman Brothers Commercial Paper Inc. Internal Address: Street Address: 745 7th Ave., 19th Floor City: New York State: NY Zip: 10019 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State NY Other 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

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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. Claudia Immerzeel Signature Date 12-16-03

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK COLLATERAL ASSIGNMENT

This TRADEMARK COLLATERAL ASSIGNMENT (this "Assignment") is made and entered into as of December 17, 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 LEHMAN COMMERCIAL PAPER INC., as the Administrative Agent ("Administrative Agent") under the Credit Agreement (defined below) for the ratable benefit of each of the Lenders which are parties to the Credit Agreement from time to time, as Secured Party ("Secured Party"), with reference to the following facts:

RECITALS

A. Pursuant to the Credit Agreement dated as of December 17, 2003 by and among Borrower, the Lenders party to the Credit Agreement from time to time (each a "Lender" and collectively "Lenders"), and the Administrative Agent, (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to extend certain credit facilities to Borrower.

B. The Credit 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.

C. 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 Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Assignment shall have the meanings defined for those terms in the Credit Agreement. As used in this Assignment, the following terms shall have the meanings respectively set forth after each:

"Assignment" means this 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.

"Attorney Costs" means and includes all reasonable fees, expenses and disbursements of any law firm or other external counsel and, without duplication, the allocated cost of internal legal services and all expenses and disbursements of internal counsel.

“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**”); (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 Trademarks registered with foreign authorities; 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). Schedule 1 hereto sets forth all the Trademarks of the Grantors registered with the USPTO.

“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 trademarks and the likes 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 Credit Agreement, the Notes, any Specified Hedge 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 Credit Agreement from time to time. Subject to the terms and conditions of the Credit 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 Credit 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) 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 as currently conducted. 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, or (ii) Liens not prohibited by Section 7.3 of the Credit Agreement or otherwise not violative of the representations and warranties in Section 4.9 of the Credit Agreement.

(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, or otherwise dispose of any of the Collateral, except as permitted herein or in the Credit Agreement, 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 or under the Credit Agreement.

(d) If any Grantor shall hereinafter obtain a 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 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 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 as currently conducted, regardless whether the same was theretofore material.

(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) 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.

(h) 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.

(i) 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.

(j) 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 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.

(k) 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.

(l) 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 Credit 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 Credit Agreement, and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Credit 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 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 Credit 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 Credit 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 Credit 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 Credit 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 Credit 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) (i) Grantors will reimburse for all reasonable out-of-pocket costs and expenses incurred by the Agents 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, (ii) Grantors will pay or reimburse for all their costs and expenses incurred in connection with and in the enforcement of this Assignment to the extent provided for in Section 10.5 of the Credit Agreement.

(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 Credit 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 and obligations in respect of any Specified Hedge Agreements) 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 Credit Agreement or under any other Loan Document or (ii) if such release is approved, authorized or ratified in accordance with Section 10.5 of the Credit Agreement. Upon such release of Grantors' Secured Obligations hereunder, Secured Party shall promptly 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 Credit Agreement 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 Credit 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 10.2 of the Credit Agreement.

(e) If any term or provision of this Assignment conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit 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

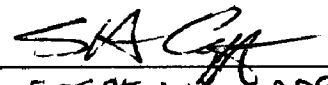
CASINO MAGIC CORP.,
a Minnesota corporation

CASINO ONE CORPORATION,
a Mississippi corporation

HP/COMPTON, INC.,
a California corporation

PNK (BOSSIER CITY), INC.,
a Louisiana corporation

ST. LOUIS CASINO CORP.,
a Missouri corporation

By: 
Name: STEVEN H. CARR
Title: CHIEF FINANCIAL OFFICER OR
TREASURER

S-1

[Trademark Collateral Assignment
(Pinnacle and Subsidiary Guarantors)
Signature Page]

BELTERRA RESORT INDIANA, LLC,
a Nevada limited liability company

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

By: SHA Carr
Name: STEVEN H. CARR
Title: CHIEF FINANCIAL OFFICER

BOOMTOWN, LLC,
a Delaware limited liability company

By: Pinnacle Entertainment, Inc.,
its sole member

By: SHA Carr
Name: STEVEN H. CARR
Title: CHIEF FINANCIAL OFFICER

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

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

By: SHA Carr
Name: STEVEN H. CARR
Title: CHIEF FINANCIAL OFFICER

OGLE HAUS, LLC,
an Indiana limited liability company

By: Pinnacle Entertainment, Inc.,
its sole member

By: SHA Carr
Name: STEVEN H. CARR
Title: CHIEF FINANCIAL OFFICER

S-2

[Trademark Collateral Assignment
(Pinnacle and Subsidiary Guarantors)
Signature Page]

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

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

By: SHA CAPP
Name: STEVEN H. CAPP
Title: CHIEF FINANCIAL OFFICER

PNK (RENO), LLC,
a Nevada limited liability company

By: Pinnacle Entertainment, Inc.,
its sole member

By: SHA CAPP
Name: STEVEN H. CAPP
Title: CHIEF FINANCIAL OFFICER

LOUISIANA-I GAMING,
a Louisiana partnership in Commendam

By: Boomtown, LLC,
a Delaware limited liability company, its
General Partner

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Secured Party"

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent, and
for and on behalf of the Lenders

By: *G. Robert Berzins*
Name: _____
Title: G. Robert Berzins
Vice President

SCHEDULE 1

Existing Trademarks

U.S. Registrations

Owner	Mark	Registration Number	Registration Date
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	2,747,802	August 5, 2003
Belterra Resort Indiana, LLC	RAISE YOUR EXPECTATIONS	2,644,272	October 29, 2002
Boomtown, LLC ¹ .	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
	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
	GOLDIGGERS	1,858,962	October 18, 1994

¹ Change of entity from Boomtown, Inc. to Boomtown, LLC to be recorded with the U.S. Patent and Trademark Office.

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 Lehman Commercial Paper Inc., as Administrative Agent ("Administrative Agent"), pursuant to the Trademark Collateral Assignment dated as of December ____, 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 Agents 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 referred to in the Trademark Collateral Assignment, 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 the Credit 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 Credit 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 required trademarks as of the date hereof.

Exhibit A-1

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

“Joining Party”

a _____

By: _____

Title: _____

ACKNOWLEDGED:

LEHMAN COMMERCIAL PAPER INC.
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
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TRADEMARK COLLATERAL ASSIGNMENT

This TRADEMARK COLLATERAL ASSIGNMENT (this "Assignment") is made and entered into as of December 17, 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 LEHMAN COMMERCIAL PAPER INC., as the Administrative Agent ("Administrative Agent") under the Credit Agreement (defined below) for the ratable benefit of each of the Lenders which are parties to the Credit Agreement from time to time, as Secured Party ("Secured Party"), with reference to the following facts:

RECITALS

A. Pursuant to the Credit Agreement dated as of December 17, 2003 by and among Borrower, the Lenders party to the Credit Agreement from time to time (each a "Lender" and collectively "Lenders"), and the Administrative Agent, (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to extend certain credit facilities to Borrower.

B. The Credit 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.

C. 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 Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Assignment shall have the meanings defined for those terms in the Credit Agreement. As used in this Assignment, the following terms shall have the meanings respectively set forth after each:

"Assignment" means this 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.

"Attorney Costs" means and includes all reasonable fees, expenses and disbursements of any law firm or other external counsel and, without duplication, the allocated cost of internal legal services and all expenses and disbursements of internal counsel.

“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”); (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 Trademarks registered with foreign authorities; 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). Schedule 1 hereto sets forth all the Trademarks of the Grantors registered with the USPTO.

“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 trademarks and the likes 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 Credit Agreement, the Notes, any Specified Hedge 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 Credit Agreement from time to time. Subject to the terms and conditions of the Credit 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 Credit 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) 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 as currently conducted. 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, or (ii) Liens not prohibited by Section 7.3 of the Credit Agreement or otherwise not violative of the representations and warranties in Section 4.9 of the Credit Agreement.

(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, or otherwise dispose of any of the Collateral, except as permitted herein or in the Credit Agreement, 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 or under the Credit Agreement.

(d) If any Grantor shall hereinafter obtain a 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 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 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 as currently conducted, regardless whether the same was theretofore material.

(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) 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.

(h) 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.

(i) 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.

(j) 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 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.

(k) 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.

(l) 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 Credit 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 Credit Agreement, and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Credit 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 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 Credit 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 Credit 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 Credit 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 Credit 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 Credit 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) (i) Grantors will reimburse for all reasonable out-of-pocket costs and expenses incurred by the Agents 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, (ii) Grantors will pay or reimburse for all their costs and expenses incurred in connection with and in the enforcement of this Assignment to the extent provided for in Section 10.5 of the Credit Agreement.

(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 Credit 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 and obligations in respect of any Specified Hedge Agreements) 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 Credit Agreement or under any other Loan Document or (ii) if such release is approved, authorized or ratified in accordance with Section 10.5 of the Credit Agreement. Upon such release of Grantors' Secured Obligations hereunder, Secured Party shall promptly 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 Credit Agreement 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 Credit 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 10.2 of the Credit Agreement.

(e) If any term or provision of this Assignment conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit 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

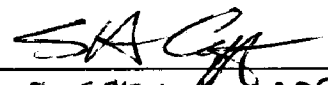
CASINO MAGIC CORP.,
a Minnesota corporation

CASINO ONE CORPORATION,
a Mississippi corporation

HP/COMPTON, INC.,
a California corporation

PNK (BOSSIER CITY), INC.,
a Louisiana corporation

ST. LOUIS CASINO CORP.,
a Missouri corporation

By: 
Name: STEVEN H. CARR
Title: CHIEF FINANCIAL OFFICER OR
TREASURER

BELTERRA RESORT INDIANA, LLC,
a Nevada limited liability company

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

By: SHA Carr
Name: STEVEN H. CARR
Title: CHIEF FINANCIAL OFFICER

BOOMTOWN, LLC,
a Delaware limited liability company

By: Pinnacle Entertainment, Inc.,
its sole member

By: SHA Carr
Name: STEVEN H. CARR
Title: CHIEF FINANCIAL OFFICER

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

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

By: SHA Carr
Name: STEVEN H. CARR
Title: CHIEF FINANCIAL OFFICER

OGLE HAUS, LLC,
an Indiana limited liability company

By: Pinnacle Entertainment, Inc.,
its sole member

By: SHA Carr
Name: STEVEN H. CARR
Title: CHIEF FINANCIAL OFFICER

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

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

By: SHA CAPP
Name: STEVEN H. CAPP
Title: CHIEF FINANCIAL OFFICER

PNK (RENO), LLC,
a Nevada limited liability company

By: Pinnacle Entertainment, Inc.,
its sole member

By: SHA CAPP
Name: STEVEN H. CAPP
Title: CHIEF FINANCIAL OFFICER

LOUISIANA-I GAMING,
a Louisiana partnership in Commendam

By: Boomtown, LLC,
a Delaware limited liability company, its
General Partner

By: SHA C/A
Name: STEVEN H. KIPP
Title: CHIEF FINANCIAL OFFICER

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

“Secured Party”

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent, and
for and on behalf of the Lenders

By: _____
Name: _____
Title: _____

LOUISIANA-I GAMING,
a Louisiana partnership in Commendam

By: Boomtown, LLC,
a Delaware limited liability company, its
General Partner

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Secured Party"

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent, and
for and on behalf of the Lenders

By: *G. Robert Berzins*
Name: _____
Title: G. Robert Berzins
Vice President

S-4

[Trademark Collateral Assignment
(Pinnacle and Subsidiary Guarantors)
Signature Page]

SCHEDULE 1

Existing Trademarks

U.S. Registrations

Owner	Mark	Registration Number	Registration Date
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	2,747,802	August 5, 2003
Belterra Resort Indiana, LLC	RAISE YOUR EXPECTATIONS	2,644,272	October 29, 2002
Boomtown, LLC ¹	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
	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
	GOLDIGGERS	1,858,962	October 18, 1994

¹ Change of entity from Boomtown, Inc. to Boomtown, LLC to be recorded with the U.S. Patent and Trademark Office.

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 Lehman Commercial Paper Inc., as Administrative Agent ("Administrative Agent"), pursuant to the Trademark Collateral Assignment dated as of December ____, 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 Agents 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 referred to in the Trademark Collateral Assignment, 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 the Credit 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 Credit 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 I is a complete list of all of Joining Party's required trademarks as of the date hereof.

Exhibit A-1

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

“Joining Party”

a _____

By: _____

Title: _____

ACKNOWLEDGED:

LEHMAN COMMERCIAL PAPER INC.
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
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Schedule 1-1

LAV1165844.6

RECORDED: 12/17/2003

TRADEMARK
REEL: 002884 FRAME: 0324