

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Amendment to Second Amended and Restated Trademark Collateral Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Entertainment, Inc.		12/08/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank plc		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3694290	LUMIERE PLACE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	043546-0003		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	043546-0003		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		
Date:	12/08/2009		

OP \$40.00 3694290

Total Attachments: 4

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

This THIRD AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT ("Second Amendment"), dated as of December 8, 2009, is made by Pinnacle Entertainment, Inc. ("Grantor"), in favor of BARCLAYS BANK PLC ("Barclays") as the successor to the Secured Party (as that term is defined in the Second Amended and Restated Trademark Collateral Assignment as hereinafter defined). Any capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Second Amended and Restated Trademark Collateral Assignment.

WHEREAS, Grantors entered into that certain Second Amended and Restated Trademark Collateral Assignment, dated as of December 14, 2005, in favor of Lehman Commercial Paper Inc. ("LCPI"), as the original administrative agent under the Second Amended and Restated Credit Agreement for the ratable benefit of each of the Lenders which are parties to the Second Amended and Restated Credit Agreement from time to time (the "Second Amended and Restated Trademark Collateral Assignment").

WHEREAS, pursuant to that certain ASSIGNMENT AND ASSUMPTION (INTELLECTUAL PROPERTY), recorded with the USPTO on July 24, 2009, at Reel/Frame No. 004031/0434, LCPI's interest as Secured Party under the Second Amended and Restated Trademark Collateral Assignment was assigned to, and assumed by, Barclays.

WHEREAS, on August 10, 2009, Grantor and Secured Party entered into that certain First Amendment to Second Amended and Restated Trademark Collateral Assignment, recorded with the USPTO on August 10, 2009, at Reel/Frame No. 004040/0850, to amend Schedule 1 of the Second Amended and Restated Trademark Collateral Assignment to include certain additional trademarks registered with the USPTO by the Grantor, as more particularly set forth therein.

WHEREAS, on October 1, 2009, Grantor and Secured Party entered into that certain Second Amendment to Second Amended and Restated Trademark Collateral Assignment, recorded with the USPTO on October 10, 2009, at Reel/Frame No. 004076/0330, to amend Schedule 1 of the Second Amended and Restated Trademark Collateral Assignment to include certain additional trademarks registered with the USPTO by the Grantor, as more particularly set forth therein.

WHEREAS, Grantor has acquired an additional trademark registered with the USPTO, as indicated on Exhibit A attached hereto (the "Additional Mark"), and Secured Party and Grantor desire to amend Schedule 1 of the Second Amended and Restated Trademark Collateral Assignment ("Schedule 1") to include the Additional Mark.

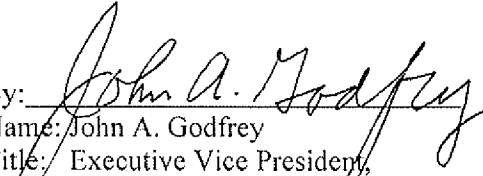
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

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

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IN WITNESS WHEREOF, Grantor has executed this Third Amendment to Second Amended and Restated Trademark Collateral Assignment by its duly authorized officer as of the date first written above.

PINNACLE ENTERTAINMENT, INC.
a Delaware corporation

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

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Secured Party"

BARCLAYS BANK PLC,
as Administrative Agent

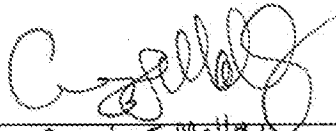
By: 
Name: C. C. J. Malloy
Title: Director

Exhibit A

Mark	Owner/Assignee	Class(es)	Registration Number	Registration Date
LUMIERE PLACE	Pinnacle Entertainment, Inc.	35	3,694,290	10/06/2009