

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Twelfth Amendment to Second Amended and Restated Trademark Collateral Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Entertainment, Inc.		11/07/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 7th Avenue		
Internal Address:	Attention: Craig Malloy		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	public limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4041157	RIVER DOWNS	
Registration Number:	4038774	MYCHOICE	
Registration Number:	4042306	CHOICE REWARDS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
Email:	ipdocket@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	043546-0003		

900207613

TRADEMARK  
REEL: 004664 FRAME: 0342

OP \$90.00 4041157

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	11/21/2011
<b>Total Attachments: 4</b> source=TCA_12th Amendment to 2nd AR Trademark Collateral Assignment(2325390_2_LA)#page1.tif source=TCA_12th Amendment to 2nd AR Trademark Collateral Assignment(2325390_2_LA)#page2.tif source=TCA_12th Amendment to 2nd AR Trademark Collateral Assignment(2325390_2_LA)#page3.tif source=TCA_12th Amendment to 2nd AR Trademark Collateral Assignment(2325390_2_LA)#page4.tif	

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

This TWELFTH AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT, dated as of November 7, 2011, is made by Pinnacle Entertainment, Inc. ("Grantor"), in favor of BARCLAYS BANK PLC ("Barclays") as the Administrative Agent, having succeeded to the interests of the Prior Administrative Agent (as defined below) as the Secured Party (as that term is defined in the Second Amended and Restated Trademark Collateral Assignment as hereinafter defined). Any capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Second Amended and Restated Trademark Collateral Assignment.

WHEREAS, Grantors entered into that certain Second Amended and Restated Trademark Collateral Assignment, dated as of December 14, 2005, in favor of Lehman Commercial Paper Inc., as the original administrative agent under the Second Amended and Restated Credit Agreement ("Prior Administrative Agent") for the ratable benefit of each of the lenders from time to time parties to the Second Amended and Restated Credit Agreement (as amended prior to the date hereof, the "Second Amended and Restated Trademark Collateral Assignment").

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

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

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

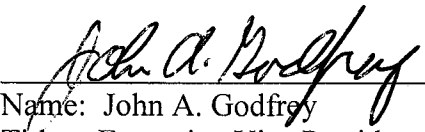
1. Schedule 1. Schedule 1 shall be amended to include the Additional Marks. The security interest granted to Secured Party under the Second Amended and Restated Trademark Collateral Assignment shall extend to the Additional Marks, and the Additional Marks shall be, and be deemed to be, part of the Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has executed this Twelfth 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: Noam Azachi  
Name: Noam Azachi  
Title: Assistant Vice President

Exhibit A

Mark	Owner/Assignee	Class(es)	Registration Number	Registration Date
<b>RIVER DOWNS</b>	Pinnacle Entertainment, Inc.	35, 41 and 43	4,041,157	October 18, 2011
<b>MYCHOICE</b>	Pinnacle Entertainment, Inc.	41	4,038,774	October 11, 2011
<b>CHOICE REWARDS</b>	Pinnacle Entertainment, Inc.	41	4,042,306	October 18, 2011