

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Entertainment, Inc.		04/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Casino One Corporation		
Street Address:	8345 W. Sunset Rd., Suite 200		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89113		
Entity Type:	CORPORATION: MISSISSIPPI		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3617680	LUMIERE PLACE	
Registration Number:	3617682	LUMIERE PLACE	
Registration Number:	3628952	LUMIERE PLACE	
Registration Number:	3694290	LUMIERE PLACE	
Registration Number:	3757123	SHOP LUMIÈRE PLACE	
Registration Number:	3982201	LUMIERE PLACE	
Registration Number:	4053948	LUMIERE PLACE	
Registration Number:	4354327	LUMIERE PLACE	
Registration Number:	4422519	THE PULSE OF ST. LOUIS	
Registration Number:	4422518	THE PULSE OF ST. LOUIS.	
CORRESPONDENCE DATA			
Fax Number:	3032238048		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(303) 223-1248		
Email:	akrause@bhfs.com		
Correspondent Name:	Ashley Krause		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	013982.0051 4/10/14 DRS		

CH \$265.00 3617680

NAME OF SUBMITTER:	Ashley Krause
SIGNATURE:	/ashleykrause/
DATE SIGNED:	04/10/2014
Total Attachments: 4 source=Pinnacle Trademark Assignment#page1.tif source=Pinnacle Trademark Assignment#page2.tif source=Pinnacle Trademark Assignment#page3.tif source=Pinnacle Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated April 1, 2014, is entered into by Pinnacle Entertainment, Inc., a Delaware corporation (“**Assignor**”), in favor of Casino One Corporation, a Mississippi corporation (“**Assignee**”), with reference to the following:

WHEREAS, the parties hereto are executing this Assignment pursuant to the terms of the Equity Interest Purchase Agreement (the “**Purchase Agreement**”) dated August 16, 2013 by and among Tropicana St. Louis LLC, Assignor, Casino Magic, LLC, and Assignee;

WHEREAS, Assignor is the owner of the following United States trademark registrations listed on Exhibit A hereto (the “**Trademarks**”);

WHEREAS, pursuant to Section 4.2(d) of the Purchase Agreement, in connection with the purchase and sale of the Membership Interests, as defined therein, Assignor has agreed to convey, transfer and assign to Assignee the Trademarks, and has agreed to execute and deliver this Assignment for recording with governmental authorities, including the U.S. Patent and Trademark Office; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and related rights, including Assignor’s portion of the business to which the Trademarks pertain and the goodwill of the Assignor with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably assigns and transfers unto Assignee all right, title and interest of Assignor in and to the Trademarks, including the Trademark registrations identified on Exhibit A hereto, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, as well as its entire right, title and interest in and to any and all common law rights to the Trademarks, and any and all claims and demands it may have either at law or in equity arising out of any past infringements. Assignor acknowledges that subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Trademarks and shall take no actions jeopardizing the existence or enforceability of the Trademarks or Assignee’s rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Trademarks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademarks are properly assigned to Assignee, or any assignee or successor thereto. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

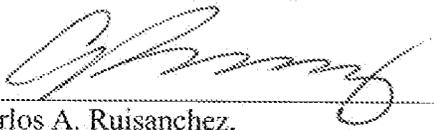
3. Governing Law. This Assignment and the transactions contemplated hereby, and all disputes between the parties under or related to this Assignment or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts executed in the State of Delaware without regard to the conflicts of laws principles thereof.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date written above.

PINNACLE ENTERTAINMENT, INC.

By:



Carlos A. Ruisanchez,
President and Chief Financial Officer

EXHIBIT A

U.S. Federal Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LUMIERE PLACE	3,617,680	May 5, 2009
LUMIERE PLACE	3,617,682	May 5, 2009
LUMIERE PLACE	3,628,952	May 26, 2009
LUMIERE PLACE	3,694,290	October 6, 2009
SHOP LUMIÈRE PLACE	3,757,123	March 9, 2010
LUMIERE PLACE	3,982,201	June 21, 2011
LUMIERE PLACE	4,053,948	November 8, 2011
LUMIERE PLACE	4,354,327	June 18, 2013
THE PULSE OF ST. LOUIS	4,422,519	October 22, 2013
THE PULSE OF ST. LOUIS (and design)		
	4,422,518	October 22, 2013