

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Entertainment, Inc.		10/15/2018	Corporation: DELAWARE
Pinnacle MLS, LLC		10/15/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Boyd TCIV, LLC		
Street Address:	3883 Howard Hughes Parkway		
Internal Address:	9th Floor		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89169		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2454036	BELTERRA	
Registration Number:	2458428	BELTERRA	
Registration Number:	2699181	BELTERRA CASINO RESORT	
Registration Number:	2669718	BELTERRA CASINO RESORT	
Registration Number:	4633195	BELTERRA PARK	
Registration Number:	4633197	BELTERRA PARK	
Registration Number:	4871068	BELTERRA PARK	
Registration Number:	4781991	BELTERRA PARK CARES	
Registration Number:	4781978	BELTERRA PARK GAMING	
Registration Number:	4781975	BELTERRA PARK GAMING	
Registration Number:	3139516	1/2 COURT LIGHT	
Registration Number:	4818739	19 STEAK & SEAFOOD	
Registration Number:	4818738	19 STEAK & SEAFOOD	
Registration Number:	4450472	DRAFT CHOICE SPECIAL	
Registration Number:	4406094	FACE OFF PALE ALE	
Registration Number:	2922348	FALCON DINER	
Registration Number:	4705079	FAVORITES STEAK & PASTA	
TRADEMARK			

CH \$615.00 2454036

Property Type	Number	Word Mark
Registration Number:	3139517	HARD BALL DARK
Registration Number:	2872602	HI-VI ARCADE
Registration Number:	2972739	KING CAT CLUB
Registration Number:	3335655	KNOCK OUT BLOND
Registration Number:	2996509	LANDMARK BUFFET
Registration Number:	3139518	RED ZONE LAGER
Registration Number:	3746550	SHOP BELTERRA

CORRESPONDENCE DATA

Fax Number: 7037607777

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7037607360

Email: hcheng@mofo.com

Correspondent Name: Hsiao-Ting Cheng

Address Line 1: 1650 Tysons Boulevard, Suite 400

Address Line 2: Morrison & Foerster LLP

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	28130-114
NAME OF SUBMITTER:	Steven J. Bleiberg
SIGNATURE:	/Steven J. Bleiberg/
DATE SIGNED:	10/30/2018

Total Attachments: 7

source=Trademark Assignment #page1.tif

source=Trademark Assignment #page2.tif

source=Trademark Assignment #page3.tif

source=Trademark Assignment #page4.tif

source=Trademark Assignment #page5.tif

source=Trademark Assignment #page6.tif

source=Trademark Assignment #page7.tif

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (the “**Agreement**”) is made as of October 15, 2018 (the “**Effective Date**”) by and among, on the one hand, Pinnacle Entertainment, Inc., a Delaware corporation (“**Pinnacle**”), and Pinnacle MLS, LLC, a Delaware limited liability company (each, an “**Assignor**” and, together, the “**Assignors**”); and, on the other hand, Boyd TCIV, LLC, a Nevada limited liability company (“**Assignee**”).

A. An Assignor is the sole owner of all right, title, and interest in and to each of the trademarks and domain names set forth in Exhibit A (the “**Marks**”).

B. Pursuant to the Membership Interest Purchase Agreement dated December 17, 2017, as amended (the “**MIPA**”) and the Assignment of Membership Interests and Cross-Receipt dated as of the Effective Date (together with the MIPA, the “**Purchase Agreements**”), Assignors have agreed to assign to Assignee and Assignee has agreed to accept, and Assignors are assigning to Assignee as of the Effective Date of this Agreement, all of Assignors’ right, title, and interest in and to the Purchased Assets as defined in the MIPA. The Purchased Assets include the Marks.

C. Assignors now wish to confirm the assignment to Purchaser of all right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration as set forth in the Purchase Agreements, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignment

Assignors hereby irrevocably and perpetually transfer, convey, and assign to Assignee, and Assignee hereby accepts, all of Assignors’ right, title and interest throughout the world in and to the Marks, including (a) all national, foreign, and state registrations, registrations with applicable domain name registrars, and applications for registration for the trademarks and domain names included in the Marks; (b) all common law rights in and to the Marks; (c) all goodwill associated with the Marks and the business to which the Marks pertain; and (d) all benefits, privileges, causes of action, and remedies with respect to any of the foregoing, whether before or hereafter accrued (including the exclusive right to apply for and maintain all such registrations and associated renewals and extensions; to sue for all past, present, and future infringements or other violations of any rights in the Marks; and to settle and retain proceeds from any such actions). Assignors retain no rights in the Marks.

2. Cooperation

Assignors will provide Assignee, at Assignee’s request and expense, reasonable cooperation and assistance to take further commercially reasonable actions as may be reasonably necessary to convey, establish, evidence, and maintain Assignee’s ownership of and rights in the Marks, including executing such confirmatory assignments and other written instruments as Assignee may request. With respect to domain names included in the Marks, upon Assignee’s request, Assignors will commence the transfer of the domain names included in the Marks to Assignee in accordance with the domain name transfer procedures of the applicable registrar (the “Transfer Procedure”). As part of the Transfer Procedure, Assignor will use commercially reasonable efforts to complete, execute and deliver the applicable registrant name change agreement or electronic authorization utilized by the applicable registrar (the “Change Agreement”) in a timely manner. Assignee will cooperate with and provide assistance to Assignors to complete, execute and deliver the Change Agreement.

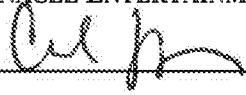
3. Miscellaneous.

This Agreement, and all disputes between the parties under or related to this Agreement 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 New York applicable to contracts executed in and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof that would require the application of the laws of any other jurisdiction. This Agreement may be executed in two (2) or more copies, each of which will be deemed an original, but all of which together will constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, will remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated thereby. This Agreement, the Purchase Agreements and the Brand License Agreement, dated as of October 15, 2018, between Pinnacle and Assignee (the "Brand License Agreement") constitute the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof will be valid or binding upon the parties unless made in writing and signed by duly authorized representatives of the parties. If there any conflict or inconsistency between the terms of the Purchase Agreements or the Brand License Agreement, on the one hand, and the terms of this Agreement, on the other hand, then the terms of the MIPA or the Brand License Agreement will govern and will resolve such conflict or inconsistency.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Agreement to be executed by their duly authorized representatives.

PINNACLE ENTERTAINMENT, INC.

By:  _____

Name: Carl Sottosanti

Title: Secretary

BOYD TCIV, LLC

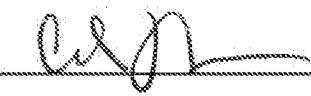
By Boyd Gaming Corporation,
its Managing Member

By: _____

Name: _____

Title: _____

PINNACLE MLS, LLC

By:  _____

Name: Carl Sottosanti

Title: Secretary

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR


ASSIGNEE

PINNACLE ENTERTAINMENT, INC.

BOYD TCIV, LLC

By Boyd Gaming Corporation, its Managing
Member

By: _____

By: 

Name:

Name: Brian Larson

Its:

Its: Executive Vice President, Secretary and
General Counsel

[Signature Page to the Trademark and Domain Name Assignment Agreement]

TRADEMARK
REEL: 006470 FRAME: 0409

Exhibit A

A. Trademarks

Registered

Jurisdiction	Trademark	App. No. App. Date	Reg. No. Reg. Date	Class(es)	Owner
U.S.	Belterra	75779516 08/17/1999	2,454,036 05/22/2001	41	Pinnacle Entertainment, Inc.
U.S.	Belterra	75779262 08/17/1999	2,458,428 06/05/2001	42	Pinnacle Entertainment, Inc.
U.S.	Belterra Casino Resort	76023458 04/11/2000	2,699,181 03/25/2003	42	Pinnacle Entertainment, Inc.
U.S.	Belterra Casino Resort	76023457 04/11/2000	2,669,718 12/31/2002	41	Pinnacle Entertainment, Inc.
U.S.	Belterra Park	85886433 03/26/2013	4,633,195 11/04/2014	43	Pinnacle Entertainment, Inc.
U.S.	Belterra Park	85886483 03/26/2013	4,633,197 11/04/2014	41	Pinnacle Entertainment, Inc.
U.S.	Belterra Park	85886470 03/26/2013	4,871,068 12/15/2015	25	Pinnacle Entertainment, Inc.
U.S.		86486324 12/19/2014	4,781,991 07/28/2015	35	Pinnacle Entertainment, Inc.
U.S.		86484921 12/18/2014	4,781,978 07/28/2015	43	Pinnacle Entertainment, Inc.
U.S.		86484867 12/18/2014	4,781,975 07/28/2015	41	Pinnacle Entertainment, Inc.
U.S.	½ Court Light	76569515 12/29/2003	3,139,516 09/05/2006	32	Pinnacle Entertainment, Inc.
U.S.	19 Steak & Seafood	86177855 01/28/2014	4,818,739 09/22/2015	43	Pinnacle Entertainment, Inc.
U.S.		86177823 01/28/2014	4,818,738 09/22/2015	43	Pinnacle Entertainment, Inc.
U.S.	Draft Choice Special	85879216 03/18/2013	4,450,472 12/17/2013	32	Pinnacle Entertainment, Inc.
U.S.	Face Off Pale Ale	85823507 01/15/2013	4,406,094 09/24/2013	32	Pinnacle Entertainment, Inc.
U.S.	Falcon Diner	76569506 12/29/2003	2,922,348 02/01/2005	43	Pinnacle Entertainment, Inc.
U.S.	Favorites Steak & Pasta	86177870 01/28/2014	4,705,079 03/17/2015	43	Pinnacle Entertainment, Inc.
U.S.	Hard Ball Dark	76569517 12/29/2003	3,139,517 09/05/2006	32	Pinnacle Entertainment, Inc.
U.S.	HI-VI Arcade	78147719	2,872,602	41	Pinnacle

		07/25/2002	08/10/2004		Entertainment, Inc.
U.S.	King Cat Club	78147714 07/25/2002	2,972,739 07/19/2005	43	Pinnacle Entertainment, Inc.
U.S.	Knock Out Blond	76569516 12/29/2003	3,335,655 11/13/2007	32	Pinnacle Entertainment, Inc.
U.S.	Landmark Buffet	76569505 12/29/2003	2,996,509 09/20/2005	43	Pinnacle Entertainment, Inc.
U.S.	Red Zone Lager	76569519 12/29/2003	3,139,518 09/05/2006	32	Pinnacle Entertainment, Inc.
U.S.	Shop Belterra	77772287 07/01/2009	3,746,550 02/09/2010	35	Pinnacle Entertainment, Inc.
Indiana	Beltterra Resort Casino		2000-0254 06/14/2000	41	Pinnacle Entertainment, Inc.
Indiana	Beltterra Resort Casino		2000-0253 06/14/2000	43	Pinnacle Entertainment, Inc.
Missouri	Fifth Street Deli		S020261 10/24/2016	43	Pinnacle Entertainment, Inc.
Missouri	Pearl's Oyster Bar		S016338 01/20/2004	43	Pinnacle Entertainment, Inc.
Missouri	Ryse		S020250 10/13/2016	41	Pinnacle Entertainment, Inc.
Missouri	Ryse (and Design)		S020270 11/14/2016	41	Pinnacle Entertainment, Inc.
Ohio	Market Buffet		2295170 05/13/2014	43	Pinnacle Entertainment, Inc.
Ohio	Market Buffet (and Design)		2295169 05/13/2014	43	Pinnacle Entertainment, Inc.

Unregistered

Trademark
Beltterra Casino
Beltterra Park Gaming Family Fun Days
Beltterra Hotel
Beltterra Park Cincinnati
Beltterra Park Gaming and Entertainment Center
B*Iconic
Beleza Spa & Salon
Blush of Beltterra
The Buffet
Crafted
Depot #9
Dog Days of Summer
ETC.
The Gentleman Stakes for Prostate Cancer
Golden Age Tuesdays
Falcon Bakery

Flight 19
Jeep-a-Week Giveaway
In it to Win it
Lobby Bar
Ogle Haus Inn
Park After Dark
Pay\$ to Play
The Shops at Belterra

B. Domain Names

1. belterracasino.com
2. belterrapark.com