

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Entertainment, Inc.		06/13/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	TP Racing, LLLP
Street Address:	1501 West Bell Rd
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85023
Entity Type:	Limited Liability Limited Partnership: ARIZONA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2160172	TURF PARADISE

CORRESPONDENCE DATA	
Fax Number:	(602)495-2643
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jmott@jsslaw.com
Correspondent Name:	Joseph Mott
Address Line 1:	201 E. Washington St. 11th flr
Address Line 4:	Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	52902-1
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NAME OF SUBMITTER:	Joseph Mott
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Total Attachments: 6 source=pintp#page1.tif source=pintp#page2.tif source=pintp#page3.tif source=pintp#page4.tif source=pintp#page5.tif source=pintp#page6.tif
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CH \$40.00 2160172

GENERAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE
("Bill of Sale")

Effective as of June 3, 2000, Pinnacle Entertainment, Inc., a Delaware corporation as successor by merger to Turf Paradise, Inc., an Arizona corporation ("Grantor"), for good and valuable consideration and pursuant to that certain Agreement for Purchase and Sale of Assets dated as of February 24, 2000, among Grantor and Jerry Simms, an individual, as amended by that certain First Amendment to Agreement for Purchase and Sale of Assets dated as of May 15, 2000 and that certain Second Amendment to Agreement for Purchase and Sale of Assets dated as of June 9, 2000 (collectively, the "Purchase Agreement") and assigned by Jerry Simms to TP Racing, L.L.P., an Arizona limited liability limited partnership ("Grantee"), hereby sells, assigns, transfers, conveys and delivers to Grantee all of Grantor's right, title and interest in all of the "Assets" (other than the "Excluded Assets") to have and to hold such Assets (other than the Excluded Assets) unto Grantee and its successors and assigns forever.

Grantee, in consideration of this assignment, hereby assumes and undertakes to discharge all of the Assumed Liabilities, except as otherwise set forth in the Purchase Agreement.

Grantor and Grantee agree to execute and deliver at the request of the other, such further instruments and shall take or cause to be taken such other or further actions as shall reasonably be requested for purposes of carrying out the within assignment and assumption.

This Bill of Sale is delivered pursuant to Section 5.2.1 of the Purchase Agreement and shall be construed consistently with the Purchase Agreement. Capitalized terms used in this instrument shall have the meanings given them in the Purchase Agreement.

This Bill of Sale may be executed in one or more counterparts and by facsimile, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor has executed and delivered this General Conveyance, Assignment and Bill of Sale effective as of the date first above written.

Grantor:

Pinnacle Entertainment, Inc., a
Delaware corporation (successor by
merger to Turf Paradise, Inc.)


By: *Paul C. Hunkley*

Name: _____

Its: *Chief Financial Officer*

Grantee:
TP Racing, L.L.P., an Arizona limited liability limited partnership

By: J&R Racing, LLC, an Arizona limited liability company, its General Partner

By: 
Jerry Simms, Manager

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

THIS AGREEMENT FOR PURCHASE AND SALE OF ASSETS (the "Agreement") is executed and delivered as of February 24, 2000, between JERRY SIMMS ("Buyer"); and PINNACLE ENTERTAINMENT, INC. (formerly known as Hollywood Park, Inc.), a Delaware corporation ("Seller").

RECITALS

A. Seller, through its wholly owned subsidiary, Turf Paradise, Inc., an Arizona corporation ("Company"), operates the Turf Paradise Race Track in Phoenix, Arizona and certain off-track wagering facilities related thereto (the "Business").

B. Buyer desires to purchase and acquire substantially all of Seller's (or Company's) assets, properties and contractual rights used in connection with the Business and to assume certain liabilities in connection therewith, and Seller desires to sell such assets, properties and contractual rights to Buyer, on the terms and conditions set forth herein.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Certain Defined Terms. Capitalized terms shall have meanings assigned to them in Exhibit 1.1.

ARTICLE 2

DESCRIPTION OF ASSETS

2.1 Description of Assets. Upon the terms and subject to the conditions set forth in this Agreement, and subject to the exclusions set forth in Section 2.2, Seller shall, on the Closing Date, sell to Buyer the following assets, properties and contractual rights (the "Assets"), free and clear of all Encumbrances other than Permitted Encumbrances:

2.1.1 the real property described on Schedule 2.1.1 and all of Seller's and Company's interest, if any, in all easements, rights, interests and appurtenances thereto (the "Real Property").

2.1.2 all buildings, structures, fixtures and other improvements located upon the Real Property, including the horse racing track and related facilities and including the heating, ventilation, air conditioning, elevator and escalator equipment, if any, within the Real Property (the "Improvements")

2.1.3 all equipment and machinery located on the Real Property and/or used by Company for and in the Business which is owned and leased by Seller or Company,

including motor vehicles, all telephone and communication equipment, all audio equipment, all video equipment and all computer hardware (the "Equipment"), including that listed on Schedule 2.1.3, with such schedule listing all lease agreements with respect to any leased Equipment.

2.1.4 all furniture, furnishings, decorative items, tools, and other tangible personal property (other than Equipment and Inventory and Supplies) which is owned or leased by Seller or Company and located on the Real Property or used by Company in the Business (the "Other Tangible Personal Property"), including that described on Schedule 2.1.4.

2.1.5 all inventories and supplies of any type required to be used by Company in its operation of the Business existing as of the Closing Date (the "Inventory and Supplies").

2.1.6 subject to obtaining any required consents to the transfer to Buyer, all contractual rights of Seller or Company required for the operation of the Business, including service agreements, supply agreements, employment agreements, all agreements relating to all off-track wagering facilities, wherever located worldwide, and all rights with respect thereto, any collective bargaining agreements, any leases with Seller as lessee, all leases (including with respect to the 147-space recreational vehicle park located on the Real Property) in which Seller is lessor, warranty agreements and any other agreements of Seller relating to the Business or the Real Property, Improvements, Equipment, Inventory and Supplies, Other Tangible Personal Property, Permits, Systems, the Intellectual Property Rights and other Assets (the "Contracts and Agreements"). A complete listing of the Contracts and Agreements is attached hereto as Schedule 2.1.6, which Schedule 2.1.6 denotes each of the Contracts and Agreements which is material to the operation of the Business ("Material Contracts and Agreements").

2.1.7 all of Seller's and Company's interest in all transferable permits, licenses, franchises, consents and approvals of every kind (including liquor licenses and permits for the operation of the off-track wagering facilities) required to be used by Seller or Company to operate the Business including, without limitation, all liquor licenses and permits, restaurant licenses, gaming licenses and permits and licenses and permits relating to the off-track wagering facilities (the "Permits"), attached as Schedule 2.1.7 is a list of all such permits and licenses whether or not transferable;

2.1.8 all transferable manual and automated computer, billing and accounting systems and components thereof, including all assignable software and programs required to be used by Company in the Business and owned by Seller or Company (the "Systems"); attached as Schedule 2.1.8 is a list of such systems whether or not transferable.

2.1.9 all of the goodwill of the Business;

2.1.10 all the right, title and interest of Seller or Company in, to and under all trademarks, trade names, service marks, copyrights and all applications, registrations, renewals and other rights relating to the foregoing (whether or not any registration or filing

has been made with respect thereto) required to be used by Company for the operation of the Business, including the name "Turf Paradise" (the "Intellectual Property Rights");

2.1.11 all of Seller's or Company's interest, if any, in and control of the Horsemen's Account.

2.1.12 all of the other transferable assets, properties and contractual rights required for the operation of the Business by Company and owned or leased by or licensed to Seller or Company.

2.2 Excluded Assets. There shall be excluded from the Assets the following which are not being sold to Buyer pursuant to this Agreement (the "Excluded Assets"):

2.2.1 except as provided in Section 3.3.2, cash and cash equivalents, including but not limited to bank accounts, temporary cash investments, payroll accounts, and petty cash banks;

2.2.2 all Accounts Receivable of Seller or Company;

2.2.3 any accounts payable of Seller or Company and any contractual obligations of Seller or Company other than the Assumed Liabilities or those otherwise specifically assumed by Buyer pursuant to this Agreement;

2.2.4 rights to or claims for refunds of taxes and other governmental charges to the extent attributable to any time or periods ending on or prior to the Closing Date and the benefit of net operating loss carry-forwards or other credits of Seller or Company, whether or not attributable to the Business;

2.2.5 claims or rights against third parties, except those arising with respect to events or breaches occurring after the Closing Date under the Contracts and Agreements; provided however, that any rights of indemnification, contribution or reimbursement that may exist under the Contracts and Agreements in respect of liabilities or obligations retained by Seller hereunder shall be Excluded Assets;

2.2.6 all insurance policies and rights and receivables thereunder including but not limited to rights in any cancellation value as of the Closing Date;

2.2.7 proprietary business information, records and policies that relate generally to Seller or any Affiliate of Seller and are not required for the operation of the Business, including but not limited to management procedures and guidelines, proprietary financial reporting formats, accounting procedures, personnel records relating to or containing performance reviews or similar evaluations, instructions, organization manuals and strategic plans;

2.2.8 all real property and other rights pertinent thereto and real property improvements owned or leased by Seller and its subsidiaries other than the Real Property and Improvements;

Schedule 7.5.1

List of All Registrations and Pending Registrations and Applications for Intellectual Property Rights, and Names Used in Conducting the Business

1. Turf Paradise – Registered May 26, 1998, No. 2,160,172.
2. Horsemen's Cafe – Not Registered.
3. Gino's Deli – Not Registered.
4. Clubhouse Deli – Not Registered.
5. Director's Suite – Not Registered.
6. Paddock Room – Not Registered.
7. The Upper Club – Not Registered.
8. Horseman's Bar – Not Registered.
9. Stretch Cafe – Not Registered.
10. Julio's Cafe – Not Registered.
11. Pot Luck – Not Registered.
12. Finish Line – Not Registered.
13. Mama's Pizza & Ice Cream – Not Registered.
14. Turf Club Kitchen & Bar – Not Registered.
15. Jock's Kitchen – Not Registered.
16. Tent #9 – Not Registered.
17. www.turfparadise.net
18. www.turfparadise.com