

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Entertainment, Inc.		05/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Reno Casino Name, LLC		
Street Address:	2560 Lord Baltimore Drive		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21244		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1866988	BOOMTOWN	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	SJP-1-B (303863-160)		
NAME OF SUBMITTER:	William L. Bartow/		
SIGNATURE:	/williamlbartow/		
DATE SIGNED:	05/08/2014		
Total Attachments: 5			
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TRADEMARK

NOTICE OF TRADEMARK LICENSE

This Notice of Trademark License (this "Notice"), dated as of May 2, 2014 (the "Effective Date"), is by and between Pinnacle Entertainment, Inc., a Delaware corporation (the "Licensor"), and Reno Casino Name, LLC, a Maryland limited liability company (the "Licensee"). For convenience, Licensor and Licensee may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, on the Effective Date hereof, Licensor and Licensee entered into a License for the Licensed Marks, within the Territory (as those terms are further defined below) (the "License"); and

WHEREAS, Licensor and Licensee wish to provide notice to third parties of Licensee's rights in the Licensed Marks;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Licensed Marks" shall mean the term "Boomtown" and all trademarks owned by Licensor for the term "Boomtown" including those set forth in more detail in Schedule 1, including all logos associated therewith, as well as any common law rights therein, and all applications and/or registrations thereof, including extensions and renewals, whether at the state or federal level.

(b) "Territory" means areas of Nevada north of latitude 38.0 degrees North and in areas in California north of latitude 37.2 degrees North.

2. License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, fully paid up, royalty-free, sublicensable license to use the Licensed IP to market, promote, advertise, manage and operate the Licensee Properties within the Territory; provided however that Licensee always uses "Reno," or other qualifying or descriptive terms as proposed by Licensee and approved by Licensor from time to time, in connection with its use of the Licensed Marks in a manner that clearly conveys to consumers the geographic location or specific property referred to by Licensee where Licensee's goods and services originate (the "Trademark License"). During the term of this Agreement, Licensor shall not use or permit others to use the Licensed Marks in connection with goods or services sold or offered for sale within the Territory (excluding Internet or telephone sales).

3. Licensor Covenants. Licensor agrees and covenants that it will: (a) not grant any rights in the Licensed Marks to any third party (excluding a security interest granted in the normal course of Licensor's business) unless such grant is subject to Licensee's ongoing rights hereunder; and (b) record this Notice with the United States Patent and Trademark Office against the trademark registration set forth on Schedule 1 hereto.

4. Miscellaneous.

a) This Notice shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

b) This Notice shall be governed by and construed in accordance with the laws of the State of Nevada applicable to agreements made and to be performed in Nevada. Any and all claims, demand, controversies, disputes, actions or causes of action of any nature or character arising out of or in connection with this Notice, whether at law or in equity, shall be resolved in the United States District Court for the District of Nevada situated in Clark County, Nevada, and any appellate courts therefrom, or if federal jurisdiction is lacking, then in the courts of the State of Nevada situated in Clark County, Nevada. Capitalized terms used but not defined in this Notice have the meaning given to such terms in the License.

c) Capitalized terms used but not defined in this Notice have the meaning given to such terms in the License.

d) If any term or other provision of this Notice or the License is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Notice and the License shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Notice and the License so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

e) In the event of any inconsistency between this Notice and the License, the License shall control.

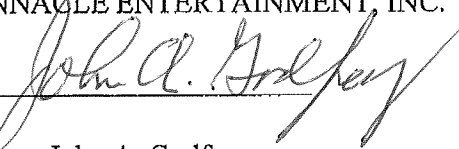
f) This Notice may be executed in one or more counterparts, each of which when executed shall be deemed to be an original instrument and all of which taken together shall constitute one and the same agreement. This Notice may be delivered by any Party by facsimile or electronic mail and, if so executed and delivered, shall be legally valid and binding on the Party executing in such manner.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Notice as of the Effective Date.

PINNACLE ENTERTAINMENT, INC.

By


Name: John A. Godfrey

Its: EVP, General Counsel and Secretary

RENO CASINO NAME, LLC

By: Edward St. John, LLC, Manager

By: _____

Edward A. St. John, Manager

IN WITNESS WHEREOF, the Parties hereto have executed this Notice as of the Effective Date.

PINNACLE ENTERTAINMENT, INC.


By _____

Name:

Title:

RENO CASINO NAME, LLC

By: Edward St. John, LLC, Manager

By:  _____

Edward A. St. John, Manager

SCHEDULE 1 - LICENSED MARKS

BOOMTOWN (U.S. TM REG. NO. 1,866,988) FOR THE LISTED GOODS AND SERVICES:

- CLASS 16 FOR PLAYING CARDS;
- CLASS 21 FOR MUGS AND DRINKING GLASSES;
- CLASS 25 FOR T-SHIRTS, HATS, JACKETS AND SWEATSHIRTS;
- CLASS 37 FOR GASOLINE SERVICE STATION SERVICES;
- CLASS 39 FOR TRANSPORTATION SERVICES; NAMELY, ARRANGING OF EXCURSIONS FOR OTHERS;
- CLASS 41 FOR CASINO AND AMUSEMENT CENTER SERVICES; AND
- CLASS 42 FOR RESTAURANT AND BAR SERVICES, HOTEL SERVICES, AND PROVIDING FOR TRAILER PARK FACILITIES.

Schedule 1