

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312873

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pinnacle Entertainment, Inc.		07/22/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	500 Stanton Road, OPS 2, Third Floor		
<b>City:</b>	Newark		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19713		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4533952	THAT'S THE LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	047897-0008		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	08/04/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 22, 2014 (as it may be further amended, restated, amended and restated, extended, renewed, supplemented or otherwise modified from time to time, this "Agreement"), is made by Pinnacle Entertainment, Inc. (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent ("Administrative Agent") under the Security Agreement for the benefit of the Lender Parties with reference to the following facts:

### RECITALS

The Grantor is party to an Amended and Restated Security Agreement dated as of August 13, 2013 (as it may be further amended, restated, amended and restated, extended, renewed, supplemented or otherwise modified from time to time, the "Security Agreement") between the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

### AGREEMENT

#### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

#### SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SECTION 2.1 Grant of Security. Grantor hereby assigns and pledges, and grants to Secured Party for the benefit of Secured Party and the Lender Parties, a continuing Lien on and security interest in and to all present and future United States and foreign trademarks, trade names, trade styles, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule A; (ii) all extensions or renewals of any of the foregoing; (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, in each case, wherever located and whether now owned or existing or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the timely payment

and performance when due (whether at the stated maturity, by required prepayment, declaration, acceleration or otherwise) of Grantor's Obligations.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, (i) in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Prospective Trademark Rights and (ii) this Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, Excluded Assets; provided, that Proceeds and rights to Proceeds of Excluded Assets shall not be so excluded and shall constitute part of the Collateral (unless itself constituting Excluded Assets).

### SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of Secured Party and the Lender Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### SECTION 4. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflicts of law or choice of law provisions that would permit the application of the laws of any other jurisdiction (other than any mandatory provisions of the UCC relating to the law governing perfection and the effect of perfection of the security interest).

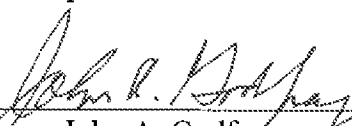
### SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by facsimile (or other electronic) transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.


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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PINNACLE ENTERTAINMENT, INC.,  
a Delaware corporation

By:   
Name: John A. Godfrey  
Title: Executive Vice President, General  
Counsel and Secretary

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: **Madeline Charles**  
Title: **Vice President**

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

**U.S. Trademark Registrations**

Mark	Owner/Assignee	Class(es)	Registration Number	Registration Date
THAT'S THE LIFE	Pinnacle Entertainment, Inc.	25	4,533,952	5/20/2014