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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported)

**February 25, 2008**

**TRIMAS CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-10716**  
(Commission  
File Number)

**38-2687639**  
(IRS Employer  
Identification No.)

**39400 Woodward Avenue, Suite 130,  
Bloomfield Hills, Michigan**  
(Address of principal executive offices)

**48304**  
(Zip Code)

**(248) 631-5400**  
Registrant's telephone number, including area code

**Not Applicable**  
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01. Entry into Material Agreement.**

On February 22, 2008, TSPC, Inc., as Transferor, TriMas Corporation, as Collection Agent, TriMas Company LLC, as Guarantor, and JPMorgan Chase Bank, N.A. as Administrative Agent, amended the Receivables Transfer Agreement ("Agreement") dated as of June 6, 2002, as amended June 3, 2005, July 5, 2005 and December 31, 2007 (as amended, the "Amended Agreement"). The Amended Agreement extends the Commitment Expiry Date (all capitalized terms are defined in the Amended Agreement) to February 20, 2009. The Amended Agreement updates the Schedule of CP Conduit Purchasers, Committed Purchasers and Funding Agents, amends and restates in its entirety the Amended and Restated Fee Letter of July 1, 2005, and provides committed funding of up to \$90 million.

The description set forth above is qualified by the amendment dated February 22, 2008 filed herewith as exhibit 99.1, and the Press Release is filed herewith as Exhibit 99.2.

**Item 9.01. Financial Statements and Exhibits.**

(c) Exhibits. The following exhibits are filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Amendment dated as of February 22, 2008 to the Amended Agreement dated as of June 6, 2002, as amended June 3, 2005, July 5, 2005 and December 31, 2007.
99.2	Press Release

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TRIMAS CORPORATION

Date: February 25, 2008

By: /s/ E. R. Autry

Name: E. R. Autry

Title: Chief Financial Officer

AMENDMENT dated as of February 22, 2008 (this "Amendment") to the Receivables Transfer Agreement dated as of June 6, 2002, as amended June 3, 2005, July 5, 2005 and December 31, 2007 (as amended or modified and in effect from time to time, the "Agreement"), by and among TSPC, INC., as Transferor (the "Transferor"), TRIMAS CORPORATION, individually, as Collection Agent, TRIMAS COMPANY, LLC, individually, as Guarantor under the Limited Guaranty set forth in Article IX thereto, the several commercial paper conduits identified on Schedule B thereto and their respective permitted successors and assigns (the "CP Conduit Purchasers"), the several financial institutions identified on Schedule B thereto as "Committed Purchasers" and their respective permitted successors and assigns (the "Committed Purchasers"), the agent bank of each CP Conduit Purchaser and Committed Purchaser on Schedule B thereto and its permitted successor and assign (the "Funding Agents"), and JPMORGAN CHASE BANK, N.A., f/k/a JPMorgan Chase Bank, as Administrative Agent for the benefit of the CP Conduit Purchasers, the Committed Purchasers and the Funding Agents (the "Administrative Agent").

In consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. **Defined Terms.** Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Agreement.

SECTION 2. **Amendments to Definitions.**

(a) The definition of Commitment Expiry Date set forth in Schedule A to the Agreement is hereby amended in its entirety to read as follows:

"Commitment Expiry Date" shall mean the earliest to occur of (i) the date on which all amounts due and owing to the CP Conduit Purchasers and the Committed Purchasers under the Receivables Transfer Agreement and the other Transaction Documents have been paid in full, (ii) the date on which the Aggregate Commitment has been reduced to zero pursuant to the Receivables Transfer Agreement, (iii) the Termination Date, and (iv) February 20, 2009.

(b) The definition of Dilution Period set forth in Schedule A to the Agreement is hereby deleted.

(c) The definition of Dilution Ratio set forth in Schedule A to the Agreement is hereby amended in its entirety to read as follows:

"Dilution Ratio" shall mean, as of the last day of each Settlement Period, the percentage equivalent of a fraction, the numerator of which is the aggregate balance of Diluted Receivables which arose during such Settlement Period and the denominator of which is the aggregate balance of all Receivables which arose during the third Settlement Period immediately preceding the Settlement Period ended on such day.

(d) The definition of Dilution Reserve Ratio set forth in Schedule A to the Agreement is hereby amended in its entirety to read as follows:

"Dilution Reserve Ratio" shall mean, as of any day, the greater of (i) 10% and (ii) an amount (expressed as a percentage) that is calculated as follows:

$$DRR = (C \times D) + [(E-D) \times (E/D)] \times F$$

Where:

DRR = Dilution Reserve Ratio;

C = 2.0;

D = the twelve-month rolling average of the Dilution Ratio as of the last day of the twelve (12) most recent Settlement Periods;

E = the highest three-month average Dilution Ratio that occurred during the twelve (12) most recent Settlement Periods; and

F = the Dilution Horizon Ratio.

(e) The definition of Loss and Dilution Reserve Ratio set forth in Schedule A to the Agreement is hereby amended in its entirety to read as follows:

"Loss and Dilution Reserve Ratio" shall mean, on any day, the sum of the Loss Reserve Ratio plus the Dilution Reserve Ratio.

(f) The definition of Loss Reserve Ratio set forth in Schedule A to the Agreement is hereby amended in its entirety to read as follows:

"Loss Reserve Ratio" shall mean, on any day, the greater of (i) 12% and (ii) the product of (a) 2, and (b) the highest three-month average Default Ratio that occurred during the twelve (12) most recent Settlement Periods, (c) the Loss Horizon and (d) the Payment Terms Factor.

(g) The following definitions are hereby added to the Agreement in appropriate alphabetical order:

"Dilution Horizon Ratio" shall mean, on any day, a number equal to a fraction, the numerator of which is the aggregate balance of all Receivables which arose during the three (3) Settlement Periods then most recently ended and the denominator of which is the aggregate

Outstanding Balance of the Eligible Receivables as of the last day of the Settlement Period then most recently ended.

“Interest Expense Coverage Ratio” shall have the meaning assigned to that term in the Credit Agreement as in effect on August 2, 2006.

“Leverage Ratio” shall have the meaning assigned to that term in the Credit Agreement as in effect on August 2, 2006.

SECTION 3. ***Amendments to the Agreement.***

(a) The text of Section 6.02(c) of the Agreement is hereby amended in its entirety to read as follows:

“(c) [Intentionally Omitted]”

(b) The following new Sections 6.06(e) and 6.06(f) are hereby inserted immediately after Section 6.06(d) of the Agreement:

“(e) Interest Expense Coverage Ratio. The Collection Agent will not permit the Interest Expense Coverage Ratio, in each case on the last day of any period of four consecutive fiscal quarters ending during any period set forth below, to be less than the ratio set forth below opposite such period:

<u>Period</u>	<u>Ratio</u>
October 1, 2007, to June 30, 2008	1.90 to 1.00
July 1, 2008, to December 31, 2008	2.00 to 1.00

(f) Leverage Ratio. The Collection Agent will not permit the Leverage Ratio on the last day of any period of four consecutive fiscal quarters ending during any period set forth below to exceed the ratio set forth opposite such period:

<u>Period</u>	<u>Ratio</u>
October 1, 2007, to June 30, 2008	5.25 to 1.00
July 1, 2008, to December 31, 2008	5.00 to 1.00

(c) Section 7.01(k) of the Agreement is hereby amended in its entirety to read as follows:

“(k) the average Dilution Ratio for the three preceding Settlement Periods exceeds 5.5%; or”

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(d) Section 7.01(m) of the Agreement is hereby amended in its entirety to read as follows:

“(m) The Collection Agent defaults in the observance or performance of Section 6.06(e) or 6.06(f) of this Agreement or an Event of Default (as defined in the Credit Agreement as in effect on August 2, 2006) described in Article VII(p) of the Credit Agreement as in effect on August 2, 2006 shall have occurred; or”

SECTION 4. ***Amendment to Schedule of CP Conduit Purchasers, Committed Purchasers and Funding Agents.*** Schedule B to the Agreement is hereby replaced with Schedule B to this Amendment.

SECTION 5. ***Representations and Warranties.*** The representations and warranties of each party set forth in the Agreement shall be true and correct in all material respects, in each case on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respect as of such earlier date).

SECTION 6. ***Governing Law.*** This Amendment shall be governed by, and construed in accordance with the laws of the State of New York.

SECTION 7. ***Counterparts.*** This Amendment may be executed in counterparts, each of which will be an original, but all of which together will constitute a single agreement.

SECTION 8. ***Agreement in Full Force and Effect.*** Except as expressly amended hereby, the Agreement will continue in full force and effect in accordance with the provisions thereof as in existence on the date hereof. After the date of the effectiveness hereof, any reference to the Agreement will mean the Agreement as amended by this Amendment.

SECTION 9. ***Conditions to Effectiveness.*** This Amendment shall be effective as of the date hereof, upon satisfaction on or prior to the date hereof, of the following conditions:

(a) all fees and expenses owing to the Administrative Agent set forth in the Second Amended and Restated Fee Letter dated the date hereof among the Transferor, the Administrative Agent, J.P. Morgan Securities Inc. and Park Avenue Receivables Company LLC shall have been paid in full by the Transferor; and

(b) this Amendment shall have been executed and delivered by the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized officers as of the date hereof.

TSPC, INC., as Transferor

By: /s/ Robert J. Zalupski  
Name: Robert J. Zalupski  
Title: Vice President & Treasurer

TRIMAS CORPORATION, individually and as Collection Agent

By: /s/ Robert J. Zalupski  
Name: Robert J. Zalupski  
Title: Vice President Finance & Treasurer

TRIMAS COMPANY, LLC, individually and as Guarantor

By: /s/ Robert J. Zalupski  
Name: Robert J. Zalupski  
Title: Vice President & Treasurer

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

By: /s/ Cathleen D. Dettling  
Name: Cathleen D. Dettling  
Title: Vice President

PARK AVENUE RECEIVABLES COMPANY LLC

By: JPMorgan Chase Bank, N.A., its Attorney-In-Fact

By: /s/ Cathleen D. Dettling  
Name: Cathleen D. Dettling  
Title: Vice President

JPMORGAN CHASE BANK, N.A., as Committed Purchaser for Park Avenue  
Receivables Company LLC

By: /s/ Cathleen D. Dettling  
Name: Cathleen D. Dettling  
Title: Vice President

JPMORGAN CHASE BANK, N.A., as Funding Agent for Park Avenue  
Receivables Company LLC

By: /s/ Cathleen D. Dettling  
Name: Cathleen D. Dettling  
Title: Vice President

**SCHEDULE B**

Schedule of CP Conduit Purchasers,  
Committed Purchasers and Funding Agents

CP CONDUIT PURCHASERS:

Park Avenue Receivables Company LLC  
10 S. Dearborn Street  
Chicago, IL 60603  
Suite IL1-0079  
Attention: PARCO Funding Manager  
Telephone: 312-732-7206  
Telecopy: 312-732-1844  
E-mail: ABS.Treasury.Dept@jpmorgan.com

CP Conduit Funding Limit: \$ 90,000,000

COMMITTED PURCHASERS:

JPMorgan Chase Bank, as Committed Purchaser for Park Avenue Receivables Company LLC  
10 S. Dearborn Street  
Chicago, IL 60603  
Suite IL1-1729  
Attention: Account Manager  
Telephone: 312-732-4984

Telecopy: 312-732-3600

E-mail: [abf.portfolio.management@jpmorgan.com](mailto:abf.portfolio.management@jpmorgan.com)

Committed Purchaser Commitment: \$ 91,800,000

FUNDING AGENTS:

JPMorgan Chase Bank, as Funding Agent for Park Avenue Receivables Company LLC

10 S. Dearborn Street

Chicago, IL 60603

Suite IL1-0079

Attention: ABS Treasury Department

Telephone: 312-732-7206

Telecopy: 312-732-1844

E-mail: [ABS.Treasury.Dept@jpmorgan.com](mailto:ABS.Treasury.Dept@jpmorgan.com)

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**FOR IMMEDIATE RELEASE**

**CONTACT:** Sherry Lauderback  
Vice President, Investor Relations &  
Communications  
(248) 631-5506  
sherrylauderback@trimascorp.com

**TRIMAS RENEWS RECEIVABLES SECURITIZATION FACILITY**

**BLOOMFIELD HILLS, Michigan, February 25, 2008** — TriMas Corporation (NYSE: TRS) - a diversified growth company of highly-engineered, specialty niche businesses — announced today that it has completed the annual renewal of its receivables securitization facility. The new facility, which has a customary 364-day term, provides committed funding of up to \$90 million, a \$15 million increase from the Company's current liquidity facility. In this renewal, the Company was also able to reduce its borrowing spread 25 basis points and will have a cost of funds under the facility equal to a commercial paper-based rate (currently about 3.7%) plus a spread of 1.05%.

"The renewal of our securitization facility will continue to provide us with an important, low-cost source of liquidity," commented E.R. "Skip" Autry, Chief Financial Officer of TriMas Corporation. "We are especially pleased that despite the current credit market environment, we were able to increase our facility size and decrease our borrowing costs."

**About TriMas**

Headquartered in Bloomfield Hills, Michigan, TriMas Corporation (NYSE: TRS) is a diversified growth company of highly-engineered, specialty niche businesses manufacturing a variety of products for commercial, industrial and consumer markets worldwide. TriMas Corporation is organized into five strategic business groups: Packaging Systems, Energy Products, Industrial Specialties, RV & Trailer Products, and Recreational Accessories. TriMas Corporation has nearly 5,000 employees at 80 different facilities in 10 countries. For additional information, please visit [www.trimascorp.com](http://www.trimascorp.com).

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