

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

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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)

April 10, 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)

Registrant's telephone number, including area code

(248) 631-5400

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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

On April 10, 2008, E.R. "Skip" Autry resigned as Chief Financial Officer of TriMas Corporation (the "Company"). Mr. Autry, who is departing effective April 11, 2008 to pursue other opportunities, has agreed to provide transition assistance and related financial advice for up to 60 days following the end of his employment. In connection with his resignation, Mr. Autry entered into an agreement that provides certain severance benefits. Effective April 11, 2008, Robert J. Zalupski, Vice President, Finance and Treasurer, will act in the capacity of chief accounting officer and assume Mr. Autry's duties. Information concerning Mr. Zalupski's background is set forth in the section titled "Directors and Executive Officers" of the Company's Definitive Statement pursuant to Section 14A filed on April 4, 2008. The Company has commenced its search for a Chief Financial Officer and will announce a successor when this process is completed.

The separation agreement dated April 10, 2008 ("Separation Agreement") entered into by Mr. Autry and the Company provides: (a) 12 months of Mr. Autry's annual base salary, less applicable taxes and withholdings and paid in accordance with the Company's payroll schedule over 12 months; (b) coverage under the Company's group health, dental and prescription benefit plans, with the Company reimbursing the premium for up to 12 months; and (c) a \$60,000 consulting fee in consideration for Mr. Autry providing transition assistance and related financial advice, as may be requested by the Company, for up to 60 days following the effective date of his resignation. As a condition to receiving these severance payments, the Separation Agreement provides for a customary release of claims and a 12 month non-competition and non-solicitation covenant.

The description of the Separation Agreement is qualified in its entirety by the copy that is filed as Exhibit 10.1 to this report.

Item 9.01. Financial Statements and Exhibits.

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

Exhibit No.

Description

10.1

The Separation Agreement dated April 10, 2008 between TriMas Corporation and E.R. "Skip" Autry.

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: April 10, 2008

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: General Counsel and Secretary



April 10, 2008

VIA HAND DELIVERY

E.R. "Skip" Autry
287 Suffield
Birmingham, MI 48009

Dear Skip:

The purpose of this letter ("Agreement") is to confirm our understanding and agreements regarding your separation from employment with TriMas Corporation. For purposes of this Agreement, TriMas includes all of its subsidiaries and affiliates.

1. Employment and Severance Benefits

Your employment with TriMas will voluntarily end on April 11, 2008 (the "Termination Date") and will constitute a "separation from service" as defined under Treasury Regulations section 1.409A-1(h). Except as noted below, TriMas, effective on the Termination Date, will discontinue your compensation and benefits, except that TriMas will pay you any accrued and unused vacation time for calendar year 2008. The accrued and unused vacation time will be paid at the next normal payroll date following your separation from service.

In exchange for the agreements contained herein and after this Agreement becomes binding, TriMas will pay you the severance benefits described below ("Benefits").

- (a) Cash Compensation. Compensation equal to one year of base compensation (\$360,000), less all applicable withholdings and similar taxes paid to you in accordance with TriMas' regular payroll schedule and practices over next twelve (12) months.
- (b) Consulting Fee. Cash compensation in the amount of \$60,000 for your provision of transition assistance and related financial advice, as may be requested by TriMas for the sixty (60) day period following the Termination Date, payable in a lump sum at the conclusion of such sixty (60) days, less applicable withholdings and similar taxes.
- (c) COBRA Continuation of Health Care. Under the federal law known as COBRA, you are eligible to elect to continue your current medical benefits under TriMas group benefits (including health, dental and prescription plans) for up to 18 months following the Termination Date for you and your spouse and dependents, provided you and all other covered individuals remain eligible for such coverage. If you timely elect to continue group health coverage under COBRA and subject to

TriMas' COBRA policies, TriMas will reimburse you on a monthly basis for the portion of the COBRA insurance coverage for you, your spouse and dependents that would have been attributable to the employer portion if you had been an active employee. The reimbursement of the employer portion will continue until the earliest of (i) April 11, 2009, (ii) the date on which you become eligible to receive any medical benefits under any plan or program of any other employer; or (iii) the date of any other event that would cause you to lose COBRA coverage, such as your failure to make COBRA payments. The portion of the COBRA payment that is reimbursed by TriMas will constitute taxable income to you. After the stated continuation period, you will be responsible for 100% of the total COBRA costs.

- (d) Birmingham Country Club membership. The equity interest in the Birmingham Country Club membership currently in your name shall be retained by you; provided that effective from the Termination Date you shall be responsible for all charges (including, but not limited to, membership dues related to the period subsequent to the Termination Date) related to the membership.
- (e) Apple Macintosh computer. TriMas will permit you to keep for your personal use Apple Macintosh computer model number A1150 (serial number W8611CP1VJ1); provided that all TriMas proprietary data and information will be removed by TriMas prior to delivery to you of the computer.
- (f) Attorneys' fees. In connection with reasonable attorneys' fees you incur related to the conclusion of this Agreement, the Company will reimburse you within 90 days up to an amount not to exceed \$5,000.

2. Termination of Other Benefits. Except as provided herein, you will not receive other benefits and your right to participate in or receive any and all TriMas benefits will terminate on the Termination Date. No amounts paid under this Agreement shall constitute compensation for purposes of any such benefit plan. Your rights to any accrued and vested benefits under a qualified retirement plan shall be determined in accordance with the applicable plan document. In addition, your rights pertaining to benefits under the 2002 Long Term Equity Incentive Plan and 2006 Long Term Equity Incentive Plan will be determined in accordance with the applicable plan document. Notwithstanding anything to the contrary in the 2006 Long Term Equity Incentive Plan or your Restricted Stock and Performance Unit Agreement dated as of September 1, 2007 (the "2007 Award"), you shall vest in one-third (1/3) of the Restricted Stock portion of your 2007 Award adjusted pro-rata to the Termination Date, and the remaining Restricted Stock in your 2007 Award shall be forfeited as of the Termination Date. The Performance Unit portion of your 2007 Award was forfeited as of December 31, 2007 when the designated performance target was not attained.

3. Taxes. Any payments made by TriMas hereunder are subject to applicable federal, state and local tax withholding. You agree that you are exclusively liable for the payment of any federal, state, local or other taxes that may be due as a result of any benefits received by you as provided in this Agreement.

4. Confidentiality. Upon the Termination Date, you will return to TriMas all originals and copies of TriMas documents and all TriMas property. You will continue to hold and treat as strictly confidential all Confidential Information. You acknowledge that TriMas would be immediately and irreparably harmed by an unauthorized disclosure of Confidential Information in such manner and extent that it would be difficult or impossible to ascertain with certainty the

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exact financial or economic damages. For purposes of this Agreement, "Confidential Information" includes, but is not limited to, information (whether in tangible form or oral) relating to TriMas' business, finances, customers, suppliers, property, employees, technical information, concepts, ideas, trade secrets, plans, formulas, drawings, designs, processes, procedures, inventions, specifications, prototypes, samples, parts, data, and manufacturing techniques.

5. Non-Competition. You agree that you are subject to the restrictive covenants and remedies set forth on Attachment A, which is hereby incorporated into and made part of this Agreement. You acknowledge that this Agreement provides additional and sufficient consideration for the release contained therein.

6. Non-Solicitation. For a period of one year following Termination Date, you shall not (i) directly or indirectly employ or solicit, or receive or accept the performance of services by, any active employee of TriMas or any of its subsidiaries who is employed primarily in connection with the business, except in connection with general, non-targeted recruitment efforts such as advertisements and job listings, or directly or indirectly induce any employee of TriMas to leave TriMas, or assist in any of the foregoing, or (ii) solicit for business (relating to the business) any person who is a customer or former customer of TriMas or any of its subsidiaries, unless such person shall have ceased to have been such a customer for a period of at least six (6) months.

7. Cooperation.

(a) Each party agrees that it will not in any way criticize, disparage, attempt to discredit, demean or otherwise call into disrepute the other party. With respect to TriMas, your obligations hereunder include its successors, assigns, officers, directors, employees or agents, or any of TriMas' products or services.

(b) You agree that you will not assist any party other than TriMas in any claim, litigation, proceeding or investigation against TriMas or other Released Parties (as defined below), except as required by law. You further agree that if you believe any such action is required by law, you will first afford TriMas the opportunity to raise and obtain a ruling on any claim of attorney-client or other privilege, attorney work product protection, contractual or other defense that may be applicable.

(c) You agree to provide, at TriMas' reasonable expense, your cooperation to TriMas and the Released Parties in any existing or future claim, litigation, proceeding, investigation or other judicial, administrative or legislative matter in which your assistance may be desired by TriMas.

8. Release; Acknowledgments.

(a) You release and discharge TriMas, its directors, officers, agents, employees (current and former), subsidiaries and any and all affiliate companies, as well as any successor to TriMas (the "Released Parties"), for yourself, your spouse, heirs, agents and assignees, from all claims, liabilities, demands, and causes of action, fixed or contingent and known or unknown, arising from your employment, or any condition or benefit related to your employment or as a result of your separation from employment which you ever had, now have or may have as of the date of signature of this Agreement. This includes, but is not limited to (i) claims arising under any written or oral agreement regarding compensation, benefits, or options or equity grants (including, but not limited to the TriMas Executive Severance / Change of Control Policy)

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(ii) claims arising under Title VII of the Civil Rights Act of 1964 or state civil rights statutes, the Age Discrimination in Employment Act ("ADEA"), the Older Worker Benefit Protection Act ("OWBPA"), the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the National Labor Relations Act, or the Employee Retirement Income Security Act, (iii) claims for breach of express or implied contract, breach of promise, promissory estoppel, loss of income, back pay, reinstatement, front pay, impairment of earning capacity, wrongful termination, defamation, libel, slander, discrimination, damage to reputation, fraud, violation of public policy, retaliation, negligent or intentional infliction of mental or emotional distress, intentional tort or any other federal, state or local common law or statutory claims, and all other claims and rights, whether in law or equity. It is the intention of the parties that this paragraph will be construed as broadly as possible; however, this paragraph does not include claims arising under state workers' compensation laws and state unemployment laws. This paragraph also does not affect your right to file a charge or otherwise participate in an EEOC proceeding insofar as it is required by current EEOC regulations. You understand that TriMas will assert this Agreement as an affirmative defense against any claim asserted by you in any forum.

(b) TriMas acknowledges that, as of the date of this Agreement, it does not have actual knowledge of any claims, liabilities, demands, and causes of action against you, whether fixed or contingent and known or unknown, arising from your employment, or any condition or benefit related to your employment or as a result of your separation from employment. This acknowledgment does not in any way prevent TriMas from asserting a claim based on the foregoing to the extent TriMas subsequently becomes aware of any such claim, liability, demand or cause of action.

(c) In signing this Agreement, you agree to waive any rights you might have to pursue any claims against the Released Parties through any alternative dispute resolution process, or through any court or administrative agency, to the extent permitted by law, and further agree not to bring any suit or action in any court or administrative agency, to the extent permitted by law, against any of the Released Parties, arising out of or relating to the subject matter of this Agreement.

(d) You acknowledge that this Agreement provides additional and sufficient consideration for the release contained herein. You also acknowledge that the Benefits are not otherwise owed to you under any agreement, policy or practice.

(e) Nothing in this Agreement releases or limits your rights and remedies under the Indemnification Agreement dated as of November 1, 2006 between you and TriMas.

9. References. If you seek a reference for employment purposes, you agree to direct inquiries to TriMas' Human Resources Department. References to be provided by TriMas regarding you shall be limited to dates of employment, positions held and compensation. Those making such inquiries will be advised that it is the general policy of TriMas to provide only such neutral references in response to employment inquiries.

10. Consideration Time and Revocation Period.

(a) You acknowledge you have sufficient time, totaling twenty-one (21) days from receipt of this Agreement on April 10, 2008, to determine if you wish to accept the terms. In the event you sign and return this Agreement before that time, you certify, by such execution, that

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you knowingly and voluntarily waive the right to the full time period, for reasons personal to you, with no pressure by TriMas to do so. TriMas has made no promises, inducements or threats to cause you to sign this Agreement before the end of the twenty-one (21) day period.

(b) You understand that you may revoke this Agreement for a period of seven (7) calendar days following your execution of the Agreement. You understand that any revocation, in order to be effective, must be: (1) in writing and either postmarked within seven (7) days of your execution of the Agreement and addressed to General Counsel, TriMas Corporation, 39400 Woodward, Suite 130, Bloomfield Hills, MI 48304 or (2) hand-delivered within seven (7) days of your execution of the Agreement to TriMas' General Counsel at the address listed above. If revocation is by mail, certified mail, return receipt requested is required to show proof of mailing.

(c) No payments or benefits under this Agreement shall be made to you until after the seven (7) day revocation period has expired. If you do not revoke this Agreement within the seven (7) day revocation period, then this Agreement shall become fully and finally effective and the payments and benefits provided hereunder will be made to you in accordance with this Agreement.

11. Complete Agreement. In executing this Agreement, you are doing so knowingly and voluntarily and agree that you have not relied upon any oral statements by TriMas or its representatives, and that this Agreement, when signed by both parties, supersedes any and all prior written agreements between the parties regarding the terms of your employment or the termination of such employment. Any modification of this Agreement must be made in writing and signed by you and an authorized representative of TriMas and must specifically refer to and expressly modify this Agreement.

12. Severability. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement; provided that such court may, in lieu of finding any provision hereof to be unenforceable, illegal or invalid, modify any such provision to preserve to the greatest extent possible the intended effect of such provision while otherwise rendering it legal and enforceable.

13. Choice of Law. This Agreement shall be deemed to be made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan, except if applicable federal law provides differently.

14. Attorney. You acknowledge that you have had the opportunity to review this Agreement with an attorney of your choosing and at your cost, and have been encouraged and given ample time to consult with your own legal counsel prior to executing this Agreement.

15. Deadline for Acceptance. You must accept this Agreement, by signing it within twenty-one (21) days after original delivery to you, or the offer contained in this Agreement will be withdrawn.

16. Consequences of Violation of Promise. If you break the promise in paragraph 7 of this Agreement and file a lawsuit based on legal or equitable claims that you have released, it is expressly understood and agreed that the release and discharge is a complete defense to the

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lawsuit. If litigation is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable legal fees and costs incurred in the litigation.

17. Additional 409A Matters.

(a) If you are a "specified employee" (as defined under Treasury Regulations Section 1.409A-1(i)) of TriMas as of the date of your separation from service, then TriMas will pay to you on the date that is six (6) months and one (1) day after the Termination Date that portion of any amount payable under this Agreement that constitutes deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and that is otherwise payable to you prior to that six (6) month date.

(b) TriMas will timely amend your awards under the 2002 and 2006 Long Term Equity Incentive Plan and your 2007 Award to the extent necessary for compliance with the applicable provisions of Code Section 409A and the Treasury regulations and other guidance issued thereunder, so that you will not be subject to any additional income tax or penalty or interest amount imposed by Code Section 409A, and TriMas and you will provide each other with appropriate liaison regarding same.

TriMas Corporation

/s/ E. R. Autry
E.R. "Skip" Autry

Date: April 10, 2008

By: /s/ Joshua Sherbin

Date: April 10, 2008

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Attachment A

By my signature below, I, E.R. "Skip" Autry (hereinafter "Executive"), accept the following covenants, in exchange for consideration provided under the revised Agreement with TriMas Corporation ("Company"), which Agreement incorporates these covenants.

(a) Executive acknowledges and recognizes the highly competitive nature of the business of Company and accordingly agrees that for the twelve (12) month period following the Termination Date, as defined in the Agreement, Executive shall not engage, either directly or indirectly, as a principal for Executive's own account or jointly with others, or as a stockholder in any corporation or joint stock association, or as a partner or member of a general or limited liability entity, or as an employee, officer, director, agent, consultant or in any other advisory capacity in any business which designs, develops, manufactures, distributes, sells or markets the type of products or services sold, distributed or provided by TriMas Corporation during the twelve (12) month period prior to the Termination Date ("the Business"); provided that nothing herein shall prevent Executive from owning, directly or indirectly, not more than five percent (5%) of the outstanding shares of, or any other equity interest in, any entity engaged in the Business and listed or traded on a national securities exchanges or in an over-the-counter securities market.

(b) It is expressly understood and agreed that although Executive and Company consider the restrictions contained in this Attachment A to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Attachment A shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any tribunal of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(c) Executive acknowledges and agrees that Company's remedies at law for a breach or threatened breach of any of the provisions of this Attachment A would be inadequate and, in recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, Executive shall forfeit all payments otherwise due under the letter agreement or any consulting agreement between executive and the company and shall return any payments made under the letter agreement and consulting agreement. Moreover, Company, without posting any bond, shall be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

/s/ E. R. Autry
E.R. "Skip" Autry

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Attachment B

I, E.R. "Skip" Autry, hereby resign with effect from April 11, 2008 from all officer and/or director positions of TriMas Corporation and its affiliates and subsidiaries, including all foreign entities.

/s/ E. R. Autry
E.R. "Skip" Autry

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