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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

December 21, 2004  
Date of Report (Date of earliest event reported)

TRIMAS CORPORATION

(Exact name of registrant as specified in its charter)

DELAWARE (STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	333-100351 (COMMISSION FILE NUMBER)	38-2687639 (I.R.S. EMPLOYER IDENTIFICATION NO.)
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39400 Woodward Ave., Ste. 130  
Bloomfield Hills, MI 48304  
(Address of principal executive offices)

(248) 631-5450

(Registrant's telephone number, including  
area code)

NOT APPLICABLE  
(FORMER NAME OR FORMER ADDRESS, IF CHANGED SINCE LAST REPORT)

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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On December 21, 2004, TriMas Company LLC (the "Borrower"), a wholly owned subsidiary of the registrant, amended its Credit Agreement dated as of June 6, 2002, among the Borrower, the registrant, the subsidiary term borrowers and the foreign subsidiary borrowers party thereto, the lenders from time to time party thereto, JPMorgan Chase Bank, as administrative agent and collateral agent, CSFB Cayman Islands Branch, as syndication agent, and Comerica Bank, National City Bank, and Wachovia Bank, National Association, each as documentation agent. The amended terms improved the Borrower's ability to meet its financial covenants under the Credit Agreement by (i) including in the definition of "Consolidated EBITDA" any nonrecurring expenses or similar costs incurred during the fourth fiscal quarter of 2004 or fiscal year 2005 relating to the completion of cost savings initiatives, including restructuring and severance expenses related thereto, not to exceed in the aggregate \$5,000,000 and (ii) modifying the financial covenant ratios required to be maintained.

The description set forth above is qualified by Amendment No. 3 to the Credit Agreement filed herewith as exhibit 99.1.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits. The following exhibit is filed herewith:

Exhibit No. -----	Description -----
99.1	Amendment No. 3 dated as of December 21, 2004 to the Credit Agreement dated as of June 6, 2002, among TriMas Corporation, TriMas Company LLC, the Subsidiary Term Borrowers and the Foreign Subsidiary Borrowers party thereto, the lenders from time to time party thereto, JPMorgan Chase Bank, as administrative agent and collateral agent, CSFB Cayman Islands Branch, as syndication agent, and Comerica Bank, National City Bank, and Wachovia Bank, National Association, each as documentation agent.

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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 thereunto duly authorized.

Dated: December 27, 2004

TRIMAS CORPORATION

By: /s/ Benson K. Woo

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Name: Benson K. Woo  
Title: Chief Financial Officer

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EXHIBIT INDEX



AMENDMENT No. 3 AND AGREEMENT dated as of December 21, 2004 (this "Amendment"), to the Credit Agreement dated as of June 6, 2002 (as amended as of December 4, 2002 and as amended and restated as of June 6, 2003, and as further amended as of December 17, 2003 the "Credit Agreement"), among TriMas Corporation, a Delaware corporation ("Holdings"), TriMas Company LLC, a Delaware limited liability company, (the "Parent Borrower"), the Subsidiary Term Borrowers and the Foreign Subsidiary Borrowers (each, as defined in the Credit Agreement) party thereto (collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), JPMorgan Chase Bank, as administrative agent and collateral agent, CSFB Cayman Islands Branch, as syndication agent, and Comerica Bank, National City Bank, and Wachovia Bank, National Association, each as documentation agent.

A. Holdings and the Borrowers have requested that the Required Lenders agree to amend certain provisions of the Credit Agreement pursuant to the terms and subject to the conditions set forth herein.

B. The Required Lenders are willing so to amend such provisions of the Credit Agreement pursuant to the terms and subject to the conditions set forth herein.

C. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement as amended hereby.

1. Amendment to Section 1.01. The definition of "Consolidated EBITDA" in Section 1.01 is hereby amended by (a) deleting the text "and" at the end of clause (xvi) thereof and substituting "," therefor and (b) inserting "and (xviii) any nonrecurring expenses or similar costs incurred during the fourth fiscal quarter of 2004 or fiscal year 2005 relating to the completion of cost savings initiatives, including restructuring and severance expenses related thereto, not to exceed in the aggregate \$5,000,000" at the end of clause (xvii) thereof and before the word "minus".

2. Amendment to Section 6.12. The relevant portion of the table set forth in Section 6.12 is hereby amended and restated in its entirety as follows:

Period -----	Ratio -----
Fourth Fiscal Quarter of 2004 to Third Fiscal Quarter of 2005	2.00 to 1.00
Fourth Fiscal Quarter of 2005	2.10 to 1.00
First Fiscal Quarter of 2006	2.25 to 1.00
Second Fiscal Quarter of 2006	2.35 to 1.00
Third Fiscal Quarter of 2006	2.40 to 1.00
Fourth Fiscal Quarter of 2006	2.50 to 1.00

3. Amendment to Section 6.13. The relevant portion of the table set forth in Section 6.13 is hereby amended and restated in its entirety as follows:

Period -----	Ratio -----
Fourth Fiscal Quarter of 2004	5.25 to 1.00
First and Second Fiscal Quarters of 2005	5.50 to 1.00
Third Fiscal Quarter of 2005	5.25 to 1.00
Fourth Fiscal Quarter of 2005 to Second Fiscal Quarter of 2006	5.00 to 1.00
Third Fiscal Quarter of 2006	4.50 to 1.00
Fourth Fiscal Quarter of 2006	4.25 to 1.00

4. Representations and Warranties. Each of Holdings and the Borrowers party hereto represents and warrants to the Administrative Agent and the Lenders that:

(a) this Amendment has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation of each Loan Party hereto, enforceable against such Loan Party in accordance with its terms;

(b) after giving effect to this Amendment, the representations and warranties set forth in Article III of the Credit Agreement are true and correct on and as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date; and

(c) after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

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5. Amendment fee. In consideration of the agreements of the Required Lenders contained in this Amendment, the Parent Borrower agrees to pay to the Administrative Agent, for the account of each Lender that delivers an executed counterpart of this Amendment prior to 12:00 noon, New York City time, on December 21, 2004, an amendment fee (the "Amendment Fee") equal to 20 basis points on the aggregate amount of the Commitments and outstanding Term Loans of such Lender.

6. Conditions to Effectiveness. This Amendment shall become effective as of December 21, 2004 when (a) the Administrative Agent shall have received (i) counterparts of this Amendment that, when taken together, bear the signatures of each of Holdings, the Borrowers listed on Schedule 1 hereto and the Required Lenders and (ii) the Amendment Fee, (b) the representations and warranties set forth in Section 4 hereof are true and correct (as set forth on an officer's certificate delivered to the Administrative Agent) and (c) all fees and expenses required to be paid or reimbursed by the Borrowers pursuant hereto or otherwise, including all invoiced fees and expenses of counsel to the Administrative Agent shall have been paid or reimbursed, as applicable.

7. Credit Agreement. Except as specifically amended hereby, the Credit Agreement shall continue in full force and effect in accordance with the provisions thereof as in existence on the date hereof.

8. APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

9. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute one contract. Delivery of an executed signature page of this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

10. Expenses. The Parent Borrower agrees to reimburse the Administrative Agent for its out-of-pocket expenses in connection with this Amendment, including the fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Administrative Agent.

11. Headings. The Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first written above.

TRIMAS CORPORATION,

by /s/ Benson K. Woo

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TRIMAS COMPANY LLC,

by /s/ Benson K. Woo

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THE SUBSIDIARIES LISTED ON SCHEDULE 1 HERETO,

by /s/ Benson K. Woo

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