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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) October 3, 2005  
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TRIMAS CORPORATION  
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(Exact name of registrant as specified in its charter)

Delaware

333-100351

38-2687639

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(IRS Employer  
Identification No.)

39400 Woodward Avenue, Suite 130, Bloomfield Hills, Michigan

48304

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code (248) 631-5400  
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Not Applicable

(Former name or former address, if changed since last report.)  
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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 September 29, 2005, TriMas Company LLC (the "Borrower"), a wholly owned  
subsidiary of the registrant, amended its Credit Agreement dated as of June 6,  
2002 (the "Credit Agreement"), among the Borrower, the registrant, the  
subsidiary term borrowers and the foreign subsidiary borrowers thereto, the  
lenders from time to time party thereto, JPMorgan Chase Bank, N.A. (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 document 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 related to the completion of cost savings initiatives,  
including production sourcing expenses related thereto, not to exceed in the  
aggregate \$5,000,000, (ii) increasing the Letter of Credit exposure to  
\$45,000,000, (iii) permitting indebtedness of any foreign subsidiary for the  
express purpose of repatriating dividends, subject to a maximum indebtedness of  
\$35,000,000 and certain other conditions, (iv) permitting certain sales,  
transfers, and dispositions or facilities in fiscal years 2005 and 2006 up to  
\$5,000,000 in the aggregate, and (v) modifying the financial covenant ratios  
required to be maintained.

The description set forth above is qualified by the Amendment and Agreement  
dated September 29, 2005 to the Credit Agreement filed herewith as exhibit 99.1.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

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

| Exhibit No. | Description   |
|-------------|---|
| 99.1        | Amendment dated as of September 29, 2005 to the Agreement dated as of June 6, 2002. |

SIGNATURE

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: October 3, 2005

By: /s/ Grant H. Beard

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Name: Grant H. Beard  
Title: Chief Executive Officer

AMENDMENT AND AGREEMENT dated as of September 29, 2005 (this "Amendment"), to the Credit Agreement dated as of June 6, 2002 (as amended as of December 4, 2002, as amended and restated as of June 6, 2003, and as further amended as of December 17, 2003 and December 21, 2004, 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, N.A. (formerly known as 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.

SECTION 1. Amendment to Section 1.01. (a) The definition of "Applicable Rate" is hereby amended by amending and restating the relevant portions of the first table thereof as follows:

| Leverage Ratio:<br>-----  | Revolving Loan<br>ABR Spread<br>----- | Revolving Loan<br>Eurocurrency Spread<br>----- | Tranche B/<br>Term Loan ABR<br>Spread<br>----- | Tranche B/<br>Term Loan<br>Eurocurrency Spread<br>----- |
|---|---------------------------------------|--|--|---|
| Category 1<br>-----<br>Greater than 4.25 to 1                                     | 2.50%                                 | 3.50%  | 2.75%  | 3.75%   |
| Category 2<br>-----<br>Less than or equal to 4.25 to 1<br>but greater than 4 to 1 | 2.25%                                 | 3.25%  | 2.50%  | 3.50%   |

(b) The definition of "Consolidated EBITDA" is hereby amended by (i) deleting the text "and" at the end of clause (xvii) thereof and substituting "," therefor and (ii) inserting "and (xviii) solely for purposes of determining compliance with Section 6.12 and Section 6.13, any nonrecurring expenses or similar costs incurred relating to the completion of cost savings initiatives, including production sourcing expenses related

thereto, not to exceed in the aggregate \$5,000,000" at the end of clause (xviii) thereof and before the word "minus".

SECTION 2. Amendment to Section 2.05. Section 2.05(b) is hereby amended by deleting the text "40,000,000" in clause (i) of the third sentence thereof and substituting "45,000,000" therefor.

SECTION 3. Amendment to Section 6.01. Section 6.01(a) is hereby amended by (a) deleting the text "and" at the end of clause (xii) thereof, (b) deleting the text "." at the end of clause (xiii) thereof and substituting "; and" therefor and (c) inserting the following new clause at the end thereof:

(xiv) Indebtedness of any Foreign Subsidiary Borrower incurred for the express purpose of repatriating dividends (whether through dividends, repayment of intercompany indebtedness or otherwise) under Section 965 of the Code, provided, that (i) the aggregate principal amount of Indebtedness permitted by

this clause (xiv) shall not exceed \$35,000,000, (ii) the Net Proceeds of any Indebtedness incurred in reliance on this clause (xiv) is repatriated as soon as practicable after receipt thereof by the relevant Foreign Subsidiary Borrower and (iii) Parent Borrower shall, within three Business Days after the Net Proceeds of any Indebtedness incurred in reliance on this clause (xiv) are so repatriated, prepay Term Loans in an amount equal to such Net Proceeds pursuant to Section 2.11(a).

SECTION 4. Amendment to Section 6.02. Section 6.02 is hereby amended by (a) deleting the text "and" at the end of clause (h) thereof, (b) deleting the text "." at the end of clause (i) thereof and substituting "; and" therefor and (c) adding the following new clause at the end thereof:

(j) Liens securing Indebtedness permitted by Section 6.01(a)(xiv).

SECTION 5. Amendment to Section 6.04. Section 6.04 is hereby amended by (a) deleting the text "and" at the end of clause (q) thereof, (b) deleting the text "." at the end of clause (r) thereof and substituting "; and" therefor and (c) inserting the following new clause at the end thereof:

(s) Guarantees of Indebtedness permitted by Section 6.01(a)(xiv).

SECTION 6. Amendment to Section 6.05. Section 6.05 is hereby amended by (a) inserting "and" at the end of clause (j) thereof and (b) inserting the following new clause at the end thereof:

(k) sales, transfers and dispositions of facilities during Fiscal Year 2005 and Fiscal Year 2006; provided that (i) the aggregate fair market value of all facilities sold, transferred or otherwise disposed of in reliance on this clause (k) shall not exceed \$5,000,000 in the aggregate, and (ii) in the event and on each occasion that any Net Proceeds are received by or on behalf of Holdings, the Parent Borrower or any Subsidiary in respect of any sale, transfer or disposition made in reliance on this clause (k), the Parent Borrower shall,

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within three Business Days after such Net Proceeds are received, prepay Term Loans in an amount equal to such Net Proceeds pursuant to Section 2.11(a).

The Required Lenders hereby agree that any sale, transfer or disposition made in reliance on Section 6.05(k) shall not constitute a Prepayment Event for purposes of Section 2.11(d).

SECTION 7. 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<br>-----   | Ratio<br>----- |
|---|----------------|
| Third Fiscal Quarter of 2005 to<br>the third Fiscal Quarter of 2006 | 2.00 to 1.00   |
| Fourth Fiscal Quarter of 2006                                       | 2.10 to 1.00   |
| First Fiscal Quarter of 2007 and thereafter                         | 2.75 to 1.00   |

SECTION 8. 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<br>-----   | Ratio<br>----- |
|---|----------------|
| Third Fiscal Quarter of 2005 to the first Fiscal Quarter<br>of 2006 | 5.65 to 1.00   |
| Second Fiscal Quarter of 2006                                       | 5.50 to 1.00   |
| Third Fiscal Quarter of 2006  | 5.35 to 1.00   |
| Fourth Fiscal Quarter of 2006                                       | 5.00 to 1.00   |
| First Fiscal Quarter of 2007 and thereafter                         | 3.25 to 1.00   |

SECTION 9. Representations and Warranties. Each Loan 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, 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

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

SECTION 10. 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 5:00 p.m., New York City time, on September 29, 2005, 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.

SECTION 11. Conditions to Effectiveness. This Amendment shall become effective as of September 29, 2005 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, the Issuing Bank and the Required Lenders (or, solely with respect to the amendments set forth in Section 2, Lenders having Revolving Exposures and unused Revolving Commitments representing more than 50% of the sum of all Revolving Exposures and unused Revolving Commitments) and (ii) the Amendment Fee, (b) the representations and warranties set forth in Section 9 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.

SECTION 12. 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.

SECTION 13. APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 14. 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.

SECTION 15. 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.

SECTION 16. 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/ E. R. Autry

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E. R. Autry  
Chief Financial Officer

TRIMAS COMPANY LLC,

by

/s/ E. R. Autry

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E. R. Autry  
Vice President - Finance

JPMORGAN CHASE BANK, N.A., (formerly known as JPMorgan Chase Bank), Individually and as Administrative Agent, Collateral Agent and Issuing Bank,

By

/s/ Richard W. Duker

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Name: Richard W. Duker

Title: Managing Director