

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

FORM 8-K

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

Date of Report (Date of earliest event reported) **March 4, 2009**

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 Arrangements of Certain Officers.

On March 6, 2009, the Compensation Committee of TriMas Corporation (the "Corporation") approved the 2009 TriMas Incentive Compensation Plan. The Incentive Compensation Plan provides to plan participants, including certain of the Corporation's executive officers, the opportunity for bonus compensation depending on the performance of the Corporation and the individual participant in 2009. The key metrics to be assessed with respect to the Corporation's executive officers and the relative weighted payment with respect to each metric are as follows: sales and operating profit — 40%; liquidity / leverage margin — 15%; earnings per share — 15%; return on tangible assets — 10%; and personal objectives — 20%. These metrics will be applied with respect to the following executive officers: President and Chief Executive Officer; Chief Financial Officer; Vice President, General Counsel and Secretary; and Vice President, Finance. With respect to the President, Packaging Systems, also identified as an executive officer of the Corporation, the key metrics to be assessed under the 2009 TriMas Incentive Compensation Plan, and their relative weights, are as follows, each with respect to the performance of the Packaging Systems segment: sales and operating profit — 40%; cash flow from operations — 40%; inventory turns — 20%; new markets/products — 5%; and personal objectives — 15%. Performance for each key metric will be assessed separately and paid to the extent performance is achieved.

Each participant in the Incentive Compensation Plan is assigned a target award. Target awards increase commensurate with responsibility and are aligned with market award levels. The 2009 target awards for the executive officers are as follows: President, Chief Executive Officer - \$ 675,000; Chief Financial Officer \$252,000; President, Packaging Systems - \$271,000; Vice President, General Counsel and Secretary - \$ 175,000; and Vice President Finance and Treasurer - \$175,000. Based on the degree to which actual performance exceeds the target goals, the Incentive Compensation Plan payouts can increase above target levels to a maximum of 200% of the target award. However, no payment will be made for any award component when actual performance for that component falls below an identified percentage for the relevant objective.

The description of the 2009 TriMas Incentive Compensation Plan above is qualified by the form of TriMas Incentive Compensation Plan attached hereto and filed herewith as Exhibit 10.1.

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

On March 4, 2009, Edward L. Schwartz resigned as Executive Vice President of the Corporation effective immediately to pursue other opportunities. In connection with his resignation, Mr. Schwartz entered into a separation agreement with the Corporation on March 5, 2009 ("Separation Agreement") that provides certain severance benefits, a customary release of claims and a non-competition and non-solicitation covenant, which are substantially consistent with

the Corporation's Executive Severance / Change of Control Policy, a copy of which was filed with the Commission on November 10, 2008, and a copy of which Separation Agreement is attached hereto and filed as Exhibit 10.2 to this report.

Item 9.01. Financial Statements and Exhibits.

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

<u>Exhibit No.</u>	<u>Description</u>
10.1	2009 TriMas Incentive Compensation Plan
10.2	Separation Agreement dated as of March 5, 2009

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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: March 10, 2009

By: /s/ Joshua A. Sherbin
Name: Joshua A. Sherbin
Title: Vice President, General Counsel and Secretary

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The TriMas Incentive Compensation Plan

TriMas Corporation is committed to ensuring that our total compensation program is consistent with market competitive pay practices, while providing opportunities to attract and retain excellent performers essential to our business success. As a component of your total compensation, the Incentive Compensation Plan (“ICP” or the “Plan”), a discretionary bonus plan, works to support our overall business objectives by aligning individual goals with the goals of shareholders and focusing attention on the key measures of success. This plan is designed to reward achievement of key business goals and individual performance based on your contributions.

Participation

The ICP Committee identifies the specific positions that are eligible for participation in the plan. The ICP Committee consists of the CEO, CFO and Corporate HR Director of TriMas. In general, the Committee will award eligibility to SBU leadership, facility leadership and their direct reports (depending on size of the operation), in addition to corporate leadership.

Performance Measures

Performance measures have been designed for each Strategic Business Unit (SBU) and TriMas Corporate participants. Each SBU participant will be rewarded based on the participant’s SBU’s specific performance in the areas of sales/profitability, cash flow from operations, inventory turns and % of new products/market sales, as well as achievement of personal objectives during the year.

TriMas Corporate participants will be rewarded based on total TriMas performance in measures related to sales/profitability, leverage/liquidity, earnings per share, return on net tangible assets and personal objectives during the year.

Each year, baseline performance levels for the measures will be established through the business planning process and then adjusted to better reflect the upcoming year’s goals and objectives. Definitions of the SBU and TriMas Corporate component performance measures are set forth in the attached appendix.

ICP Steps – Beginning of the Year

At the beginning of each year, we go through the following five steps:

Beginning of Year – Step 1: Determine Your Target Incentive Award

As part of the total compensation package, your Target Incentive Award will be reviewed at the beginning of each TriMas fiscal year. The centerpoint for your Target Incentive Award is based on your position and scope of responsibility. The centerpoint amount is subject to change based on approval from the ICP Committee.

Beginning of Year – Step 2: Determine Position and Related Components

The SBU ICP award will consist of five components: 1) Sales/Profitability, 2) Cashflow from Operations, 3) Inventory Turns, 4) % New products/Market Sales and 5) Personal Objectives.

The TriMas Corporate ICP award will consist of five components: 1) Sales/Profitability, 2) Leverage/Liquidity, 3) Earnings per Share, 4) Return on Net Tangible Assets, and 5) Personal Objectives.

Beginning of Year – Step 3: Determine the Corresponding Component Weighting

Each component of your ICP award has a “weighting” that indicates the component’s relative importance to your overall Plan award, as stated in the following chart:

Strategic Business Unit (SBU)		TriMas Corporate	
Component	Weight Factor	Component	Weight Factor
Sales/Profitability	40%	Sales/Profitability	40%
Cashflow from Operations	20%	Leverage/Liquidity	15%
Inventory Turns	20%	Earnings Per Share	15%
New Products/Market Sales	5%	Return on Net Tangible Assets	10%
Personal Objectives	15%	Personal Objectives	20%

Beginning of Year – Step 4: Determine Target Performance for the Year

The Plan’s financial targets are established through the annual business planning process. Each fiscal year (the “Plan Year”), you will receive the target performance worksheet that outlines the Target Incentive Award centerpoint for each performance measure for the coming year. The worksheet will also provide you with detail relating to the overachievement or underachievement of the various performance measures.

Beginning of Year – Step 5: Set Your Individual Goals for the Year

Each Plan Year, you and your immediate supervisor will establish measurable performance goals that are consistent with organizational goals. Your individual goals and objectives must be approved by the next higher level of management. Each year, there may be a corporate-wide focus on some or all of the individual objectives.

ICP Steps – End of the Year

At the end of each Plan Year, ICP awards will be determined following these three steps:

End of Year – Step 1: Determine Actual Performance Result

At the end of each Plan Year, performance is measured based on final fiscal year financial results. The results achieved for each performance measure are compared to the Target Incentive Award centerpoints determined in the business planning process, while personal objective results are compared to the goals set at the beginning of the year (in each case, the results are called the “Performance Payment Factor”).

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End of Year – Step 2: Multiply by Component Weighting

After determining the applicable Performance Payment Factor for each award component based on the actual results achieved for each performance measure, each Performance Payment Factor is multiplied by the applicable component weighting as determined at the beginning of the year.

End of Year – Step 3: Sum of Weighted Payment Factors Equals Actual Award

The third and final step to determine the actual ICP award is to sum the weighted Performance Payment Factors for each component, and to multiply this composite weighted performance payment factor by the Target Incentive Award amount to determine the actual ICP award that will be paid.

Additional Information

Discretion of Payments

The ICP Committee reserves the right to defer, increase/reduce or cancel any payments under the Plan at any time (including during the Plan Year) based on the best interests of TriMas and its shareholders, including, but not limited to, circumstances relating to: (1) individual performance; (2) TriMas’ overall consolidated financial performance; or (3) TriMas’ future performance objectives.

Prorated Awards

If you move between business units within the Plan Year, your award will be calculated on a pro-rata basis to reflect the time spent in each unit based on full year SBU results. If you move into or out of an ICP eligible position, you will receive a prorated award based on your salary while in an eligible position.

Payment of Awards

Payment will be made no later than the March 15th after the prior Plan Year ended December 31st.

Termination of Employment

If you terminate employment prior to the end of the Plan Year due to death, retirement or disability, you will be eligible for a pro-rata share when awards are paid. If you terminate for any other reasons prior to the plan payout, you forfeit your award for the Plan Year.

Administration

The ICP Committee will administer the Plan. In the event of any conflict between authority granted to the ICP Committee and authority reserved to the TriMas Compensation Committee, the TriMas Compensation Committee prevails.

Future of the Plan

The ICP Committee reserves the right to amend, interpret or cancel this discretionary plan at any time based on the best interests of TriMas and its shareholders. This Plan supersedes all prior documentation relating to the Annual Value Creation Plan (AVCP).

Questions

If you have questions about the Incentive Compensation Plan described here, or about any other aspect of your TriMas compensation program, contact your local Human Resources representative.

Note: At no time is this plan to be considered an employment contract between the participants and TriMas or any of its subsidiaries. It does not guarantee participants the right of continued employment. It does not affect a participant’s right to leave TriMas or TriMas’ right to discharge a participant.

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Appendix I – Definitions

SBU Component Performance Measures

Sales / Profitability – The recurring *Operating Profit* amount excluding non-recurring charges (cash and non-cash) associated with business restructuring, cost savings projects, and asset impairments (“Recurring Operating Profit”), determined as a percentage of *Net Sales*. Operating Profit is defined as earnings before interest, taxes and other income /expense, all as reported in TriMas’ OutlookSoft financial reporting system (the “Reporting System”). For purposes of this computation, Net Sales is defined as net trade sales excluding all intercompany activity.

Cashflow from Operations –*Cashflow from Operations* is the sum of Recurring Operating Profit, plus / minus other income / expense, plus depreciation and amortization, plus / minus the change in working capital, and minus capital expenditures, all as reported in the Reporting System.

Inventory Turns – The number of *Inventory Turns* is computed based on the annual *Cost of Sales* amount as reported in the Reporting System divided by the arithmetic average of end of month Inventory, Net amounts (i.e., the sum of end of month inventory balances during the Plan year divided by 12).

% New Products / Markets Sales – The *% New Products / Markets Sales* is a computed amount based on the Net Sales amount for specifically identified new products or new markets divided by Net Sales for the SBU, each of which shall be agreed as part of the annual business planning process and as reported in the Reporting System (in the case of Net Sales) and as reported in an SBU’s subsidiary sales ledger (in the case of Net Sales for specifically identified new products or new markets, as the case may be).

Component Performance Measures

Sales / Profitability – The consolidated recurring *Operating Profit* amount excluding non-recurring charges (cash and non-cash) associated with business restructuring, cost savings projects, and asset impairments, determined as a percentage of consolidated *Net Sales*. Operating Profit is defined as earnings before interest, taxes and other income /expense, all as reported in the Reporting System. For purposes of this computation, Net Sales is defined as net trade sales excluding all intercompany activity.

Leverage / Liquidity – For each quarter within the Plan Year, the *Average Leverage Cushion* is derived as follows: (1) subtracting TriMas’ Actual Leverage Ratio, as computed each fiscal quarter end and reported to JPMorgan, from the Leverage Ratio covenant requirement for such quarter (as defined in TriMas’ Amended and Restated Credit Agreement dated August 2, 2006 and as may be amended from time to time) to determine the *Leverage Cushion*; and (2) adding the Leverage Cushion amounts computed for each quarter during the Plan Year and dividing the sum by 4.

Earnings Per Share –*Earnings Per Share* is the earnings per share – diluted amount (from continuing operations), as reported in TriMas’ Reports on Form 10-Q and 10-K filed with the Securities and Exchange Commission, adjusted to exclude the after-tax impact of non-recurring charges (cash and non-cash) associated with business restructuring, cost savings projects, and asset impairments.

Return on Net Tangible Assets – The *Return on Net Tangible Assets %* is a computed amount based on Recurring Operating Profit as defined herein divided by *Total Operating Tangible Assets*, each determined on a continuing operations basis. Total Operating Tangible Assets is the sum of Total Shareholders’ Equity less Goodwill, Net, less Intangible Assets, Net (other than Goodwill, Net), less Other Adjustments, all as reported in the Reporting System. For purposes of this computation, both the nature and amount of *Other Adjustments* shall be agreed as part of the annual business planning process and as to the actual reported amounts in the Reporting System or other agreed-to subsidiary ledger reporting process.

March 5, 2009

CONFIDENTIAL

Mr. Edward Schwartz

Dear Ed:

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

1. Employment and Severance Benefits

Your employment with TriMas will end on March 4, 2009 (the "Termination Date"), and the termination of your employment is intended to constitute a "separation from service" as defined under Internal Revenue Code Section 409A and Treasury regulations issued under that section (collectively "Section 409A"). Effective as of the Termination Date, TriMas will discontinue your compensation and benefits, and you shall cease to accrue additional benefits under any qualified or nonqualified retirement or incentive plans of the Company.

In exchange for the agreements contained herein and after this Agreement becomes binding, TriMas will, subject to the six month delay and separation pay limitation described in Paragraph 15 below, pay you the following severance benefits ("Benefits"):

- (a) Base salary continuation for twelve (12) months at your annual base salary rate in effect on the Termination Date totaling Four Hundred Thousand and 00/100 (\$400,000.00), subject to all applicable withholding and reporting requirements. Payment of this benefit will commence on the first regular payroll date following Termination Date and will be paid in accordance with the Company's usual payroll practices.
- (b) An amount equal to one (1) year's bonus under the Annual Value Creation Plan ("AVCP") at your target level for 2009 of Two Hundred Eighty Thousand Dollars (\$280,000) paid in equal installments over the twelve (12) month period described in Item (a) above, in accordance with the Company's usual payroll practices, subject to all applicable withholding and reporting requirements.
- (c) The amount of Seventy Thousand and 00/100 (\$70,000.00), representing the AVCP bonus payment for 2008 declared as payable to you by the Company's Compensation Committee. This amount will be paid in equal installments over the twelve (12) month period described in Item (a) above, in accordance with the Company's usual payroll practices, subject to all applicable withholding; provided

that the payments will be accelerated as follows: (i) after payment pursuant to 1(g) below, the balance of the amount payable under this paragraph will be paid at the next regularly scheduled payroll date, subject to any delay in payment required under Section 409A, and (ii) any amount subject to delay pursuant to Section 1(c)(i) will be paid on the first payroll date that occurs on or after the date six (6) months and one (1) day following your Termination Date.

- (d) The amount of Forty Eight Thousand Three Hundred Twenty Nine and 00/100 Dollars (\$48,329), representing one (1) year's AVCP bonus at your target level for 2009, prorated for the number of days that you were employed during 2009. The amount is calculated by multiplying the full year target bonus by a fraction, the numerator of which is the number of days during 2009 that you were employed and the denominator of which is 365. This amount will also be paid in equal installments over the 12-month period described in Item (a) above, in accordance with the Company's usual payroll practices, subject to all applicable withholding and reporting requirements.
- (e) Executive level outplacement services, as determined by the Company, will be provided to you by an outplacement firm selected by the Company until the earlier of the 12-month anniversary of the Termination Date or the date on which you accept an offer of employment.
- (f) Provided that you timely elect to continue health care coverage under COBRA and subject to the Company's COBRA policies, reimbursement of COBRA premiums to the extent described below for medical benefits under Company group benefits (including health, dental and prescription plans) as defined by the plan documents, until the earliest of:
 - i. the termination of the COBRA period;
 - ii. 12-months following the Termination Date; or
 - iii. the date on which you become eligible to receive any medical benefits under any plan or program of any other employer.

You will be responsible for payment of the COBRA premium and will be reimbursed monthly by the Company for the portion of the premium that the Company would have paid if you had continued to be an employee of the Company.

- (g) The amount of Sixty Nine Thousand One Hundred Ninety Seven and 00/100 Dollars (\$69,197), adjusted for gains and losses from February 27, 2009 to the date of distribution, plus any contributions for the first quarter of 2009 to the Termination Date to be paid as full satisfaction of all your rights and benefits under the Executive Retirement Program, subject to all applicable withholding

and reporting requirements; which amount shall be paid by the Company to you in a lump sum during the first month after the Termination Date.

- (h) It is agreed that on the Termination Date, you will be vested in 7,083 of the restricted shares granted to you under the 2006 Long Term Equity Incentive Plan (comprised of (i) 3,000 previously vested restricted shares from the September 1, 2007 grant, (ii) 1,750 restricted shares vesting as of the Termination Date with respect to the September 1, 2007 grant, and (iii) 2,333 restricted shares vesting as of the Termination Date with respect to the April 2, 2008 grant). Your rights with respect to such restricted shares and units shall be in accordance with the terms of the 2006 Long Term Equity Plan. All other grants of restricted shares or performance units by the Company under any plan have lapsed or will lapse as of the Termination Date.
- (i) The amount of Fifteen Thousand One Hundred Eighty Four and 00/100 Dollars (\$15,184.00) for your accrued and unused vacation time for calendar year 2009. This payment will be made at the next normal payroll date following the Termination Date, subject to all applicable withholding and reporting requirements.

The amount, time and form of Benefits described in this Paragraph 1 are subject to the terms and conditions set forth in this Agreement, including adjustments described in Paragraph 15 to the extent required to comply with Section 409A.

2. Resignation as Officer and Director; Termination of Other Benefits. You agree to sign a written letter of resignation as an officer and director of TriMas and any of its subsidiaries and affiliates in a form acceptable to the Board. Your rights to any accrued and vested benefits under a qualified retirement plan shall be determined in accordance with the applicable plan document. Except as provided herein, you will not receive any other payments or benefits and your right to participate in or to 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 benefit plan. Notwithstanding the foregoing or anything else in this Agreement to the contrary, that certain Indemnification Agreement between you and the Company, dated November 1, 2006, shall remain unmodified and in full force and effect.

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 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 exact financial or economic damages. For purposes of this Agreement, "Confidential Information"

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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 accept the following covenants restricting competition with the Company:

(a) You acknowledge and recognize the highly competitive nature of the business of Company and accordingly agree that for the duration of the Benefits payments provided for under this Agreement, you shall not engage, either directly or indirectly, as a principal for your 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 Company during the twelve (12) month period prior to the Termination Date ("the Business"); provided that nothing herein shall prevent you from (i) 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 exchange or in an over-the-counter securities market, or (ii) engaging, directly or indirectly, as a partner, stockholder, member, manager, employee, officer, director, agent, consultant or in any other advisory capacity in any entity engaged in the Business, provided that not more than 5% of the gross revenue of such entity (or any subsidiary or affiliate of such entity) is attributable to the types of products or services sold, distributed, or provided by Company during the twelve (12) month period prior to the Termination Date. You will cooperate with Company regarding validation of the exceptions in the foregoing sentence.

(b) It is expressly understood and agreed that although you and Company consider the restrictions contained in this Section 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 you, the provisions of this Section 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.

6. Non-Solicitation. For the duration of the Benefits payments provided for under this Agreement 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 on the Termination Date, 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

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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) You agree that you will not in any way criticize, disparage, attempt to discredit, demean or otherwise call into disrepute TriMas. Your obligations hereunder with respect to TriMas 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 cooperate with TriMas and the Released Parties (i) in any existing or future claim, litigation, proceeding, investigation or other judicial, administrative or legislative matter in which TriMas may desire your assistance, and (ii) with TriMas' reasonable requests for assistance with the transition of your duties or ordinary course assistance with administrative matters relating to your services. No additional consideration will be provided for such assistance, but TriMas will pay or reimburse you for reasonable expenses incurred by you in providing such assistance.

8. Release; Acknowledgments.

(a) You release and discharge TriMas, its shareholders, directors, officers, agents, employees (current and former), subsidiaries and any and all affiliate companies, as well as any predecessors and successors to TriMas (collectively, 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; except that nothing herein shall be construed as a release by you of your rights under 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, the Executive Retirement Program, the TriMas Benefits Restoration Plan, the 2002 Long Term Equity Incentive Plan, and the 2006 Long Term Equity Incentive Plan); (ii) claims arising under federal, state, or local workplace law, including, without limitation, Title VII of the Civil Rights Act of 1964 or any analogous state civil rights statutes (including, without limitation, the Michigan Elliott-Larsen Civil Rights Act), the Age Discrimination in Employment Act ("ADEA"), the Older Worker Benefit Protection Act ("OWBPA"), the Americans with Disabilities Act, the Michigan Persons With Disabilities Civil Rights Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the National Labor Relations Act, the Employee Retirement Income Security Act, and the Michigan Whistle

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Blowers' Protection Act; and (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 permissible by law; 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) 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.

(c) You acknowledge that this Agreement provides additional and sufficient consideration for the release contained herein.

9. References. TriMas will provide you a written reference for employment purposes under the signature of the President / Chief Executive Officer that positively reflects your contributions and leadership during your tenure with the Company. The Company will work with you to complete the letter within fourteen (14) days of the expiration of the revocation period in paragraph 10 below.

10. Consideration Time and Revocation Period.

(a) You acknowledge you have sufficient time, totaling twenty-one (21) days from receipt of this Agreement on March 4, 2009 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 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: in writing and either (1) 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.

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(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. 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.

13. 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.

14. Consequences of Violation of Promise; Remedies. If you break the promise in Section 8 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 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. You acknowledge and agree that Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 4, 5, 6, or 7 would be inadequate and, in recognition of this fact, you agree that, in the event of such a breach or threatened breach, in addition to any remedies at law, you shall forfeit all payments of Benefits otherwise due under this Agreement and shall return any payments of Benefits made under the 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.

15. Section 409A.

(a) Notwithstanding anything to the contrary in this Agreement, if you are a "specified employee" within the meaning of Section 409A and the Treasury Regulations and any guidance promulgated thereunder on the Termination Date, the Benefits otherwise payable to you pursuant to this Agreement within the first six (6) months following your termination of employment will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following your Termination Date. All other payments will be payable in accordance with the payment schedule applicable to each payment. Notwithstanding anything herein to the

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contrary, if you die following your Termination Date but prior to the six (6) month anniversary of your Termination Date, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of your death and all other payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(b) Any amount paid under the Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not be subject to the delay described in Item (a) above.

(c) Any amount paid under the Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed two (2) times the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which your employment is terminated will not be subject to (a) above.

(d) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and ambiguities herein will be interpreted to so comply. You and the Company agree to work together in good faith and to take such reasonable actions as are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to you under Section 409A. Notwithstanding any portion of this Agreement, the Company does not guarantee a particular tax effect. The Company shall not be liable for any payment that is determined to result in an additional tax, penalty, or interest under Section 409A of the Code, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A of the Code. You shall remain liable for all taxes, interest or penalties imposed under Section 409A of the Code.

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Date: 3/5/09 By: TriMas Corporation
/s/ Joshua Sherbin
Name: Joshua Sherbin
Title: VP / General Counsel
Executive
Date: 3/5/09 /s/ Edward L. Schwartz

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