

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

OMB APPROVAL
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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) **December 17, 2012**

**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) 631-5450**

**Not Applicable**

(Former name or former address, if changed since last report.)

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

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

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

On December 17, 2012, TriMas Corporation (the "Corporation") amended its existing accounts receivable facility among TSPC, Inc., as Transferor, the Corporation, as Collection Agent, TriMas Company LLC, as Guarantor, the persons party thereto from time to time as Purchasers, and Wells Fargo Bank, National Association, as LC Issuer and Administrative Agent (the "Amendment"). Pursuant to the Amendment, and subject to certain conditions stated therein, (i) the facility limit is increased to \$105.0 million, (ii) the stated termination date of the facility is extended to October 11, 2017, and (iii) advances under the facility will bear discount at a per annum rate of three month LIBOR plus an applicable margin of 1.20% or 1.35%, depending on amounts drawn under the facility.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to Amendment No. 2 to the Amended and Restated Receivables Transfer Agreement and the Amended and Restated Fee Letter which are filed as Exhibits 10.1 and 10.2, respectively, to this Form 8-K and are incorporated by reference herein.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information contained in and incorporated into Item 1.01 above is hereby incorporated in this Item 2.03 by reference.

**Item 8.01. Other Events.**

The Corporation issued a press release (the "Press Release") dated as of December 20, 2012 announcing that TSPC, Inc., TriMas Company LLC and the Corporation had entered into the transactions described in Item 1.01 above.

The information furnished pursuant to this Item 8.01, including Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities and Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of the Corporation under the Securities Act of 1933 or the Exchange Act.

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

(d) Exhibits. The following exhibits are furnished or filed, as applicable, herewith:

<b>Exhibit No.</b>	<b>Description</b>
10.1	Amendment No. 2, dated as of December 17, 2012, to the Amended and Restated Receivables Transfer Agreement, dated as of September 15, 2011, as amended, among TSPC, Inc., as Transferor, TriMas Corporation, as Collection Agent, TriMas Company LLC, as Guarantor, the persons party thereto from time to time as Purchasers, and Wells Fargo Bank, National Association, as LC Issuer and Administrative Agent
10.2	Amended and Restated Fee Letter, dated as of December 17, 2012, between Wells Fargo Bank, National Association, as LC Issuer and Administrative Agent, and TSPC, Inc., as Transferor
99.1	Press Release dated December 20, 2012

## 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: December 20, 2012

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Vice President, General Counsel and Corporate Secretary

## AMENDMENT NO. 2 TO AMENDED AND RESTATED RECEIVABLES TRANSFER AGREEMENT

**AMENDMENT NO. 2 TO AMENDED AND RESTATED RECEIVABLES TRANSFER AGREEMENT** (as amended, supplemented or otherwise modified and in effect from time to time, this “**Amendment**”), dated as of December 17, 2012 (the “**Effective Date**”), is entered into by and among TSPC, INC., a Nevada corporation, as transferor (in such capacity, the “**Transferor**”), TRIMAS CORPORATION, a Delaware corporation, as collection agent (in such capacity, the “**Collection Agent**”), TRIMAS COMPANY LLC, a Delaware limited liability company, as guarantor (in such capacity, the “**Guarantor**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, individually (in such capacity, the sole “**Purchaser**”), as letter of credit issuer (in such capacity, together with its successors in such capacity, the “**LC Issuer**”) and as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”). Capitalized terms used and not otherwise defined herein are used with the meanings attributed thereto in the Agreement (as defined below).

### WITNESSETH:

**WHEREAS**, the parties hereto have entered into that certain Amended and Restated Receivables Transfer Agreement dated as of September 15, 2011, as amended by Amendment No. 1 to the Amended and Restated Receivables Transfer Agreement dated as of June 29, 2012 (as amended, amended and restated, or otherwise modified from time to time, the “**Agreement**”); and

**WHEREAS**, the parties wish to amend the Agreement on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the parties as follows:

#### 1. Amendments.

1.1. Exhibit C to the Agreement is hereby amended and restated in its entirety to read as set forth in Annex I to this Amendment.

1.2. Schedule A to the Agreement is hereby amended to amend and restate in their entirety the definitions of the following terms to read, respectively, as follows:

“Credit Agreement” shall mean that certain Credit Agreement, dated as of June 21, 2011, as amended and restated as of October 11, 2012, among TriMas LLC, TriMas Corp., the Subsidiary Term Borrowers party thereto, the Foreign Subsidiary Borrowers party thereto, the Lenders party hereto, JPMorgan Chas Bank, N.A., as Administrative Agent and Collateral Agent, Bank of America, N.A., as Syndication Agent, and KeyBank National Association, RBS Citizens, N.A. and Wells Fargo Bank, N.A., as Documentation Agents, as amended, supplemented or otherwise modified or replaced or refinanced and in effect from time to time.

“Facility Limit Increment Amount” shall mean \$20,000,000.

“LC Sublimit” shall mean, on any date of determination, the lesser of (a) \$40,000,000, and (b) the Facility Limit.

“Stated Termination Date” shall mean October 11, 2017.

1.3. Schedule B to the Agreement is hereby amended to delete “\$90,000,000” where it appears and to substitute in lieu thereof “\$105,000,000”.

**2. Representations and Warranties.** In order to induce the Administrative Agent, the LC Issuer and the sole Purchaser to enter into this Amendment, each of the Transferor, the Guarantor and the Collection Agent (each, a “Transferor Party”) hereby represents and warrants to the Administrative Agent, the LC Issuer and the sole Purchaser as follows:

(a) Entity and Governmental Authorization; Contravention. The execution, delivery and performance by such Transferor Party of this Amendment are within its corporate or limited liability company powers, as the case may be, have been duly authorized by all necessary corporate or limited liability company action, as applicable, require no action by or in respect of, or filing with, any Official Body or official thereof, and do not contravene, or constitute a default under, any provision of applicable law, rule or regulation or of the Certificate of Incorporation or the By-Laws (or other organizational documents) of such Transferor Party, or of any agreement, judgment, injunction, order, writ, decree or other instrument binding upon such Transferor Party, or result in the creation or imposition of any Adverse Claim on the assets of such Transferor Party (except those created by the Agreement).

(b) Binding Effect. The Agreement, as amended by this Amendment, constitutes the legal, valid and binding obligation of such Transferor Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting the rights of creditors and general equitable principles (whether considered in a proceeding in equity or at law).

(c) Consents, Licenses, Approvals, Etc. No consents, including, without limitation, consents under loan agreements and indentures to which such Transferor Party is a party), licenses or approvals are required in connection with the execution, delivery and performance by such Transferor Party of this Amendment, or the validity and enforceability against such Transferor Party of this Amendment, except such consents, licenses and approvals as have already been obtained and that remain in full force and effect on the date hereof.

**3. Conditions Precedent.** This Amendment shall become effective when each of the following conditions precedent has been satisfied:

(a) The Administrative Agent shall have received counterparts of this Amendment, duly executed by each of the parties hereto;

(b) The Administrative Agent shall have received counterparts of an amended and restated Fee Letter, duly executed by each of the parties thereto, and each of the Purchasers shall have received payment in immediately available funds of its Upfront Fees (under and as defined therein);

(c) The Administrative Agent shall have received a Certificate of the Secretary or Assistant Secretary of the Transferor in substantially the form of Exhibit I to the Agreement certifying (i) the names and signatures of the officers and employees authorized on its behalf to execute this Amendment and any other documents to be delivered by it hereunder (on which Certificate the Administrative Agent and the Purchasers may conclusively rely until such time as the Administrative Agent shall receive from the Transferor a revised Certificate meeting the requirements of this clause (a)(i)), (ii) either an attached copy of the Transferor's Certificate of Incorporation, certified by the Secretary of State of the State of Nevada, or that there has been no change in such Certificate of Incorporation since the Closing Date, (iii) either an attached copy of the Transferor's By-Laws, as amended through the date hereof, or that there has been no change in such By-Laws since the Closing Date, (iv) an attached copy of resolutions of the Board of Directors of the Transferor approving this Amendment and the transactions contemplated hereby and (v) that the Transferor is in good standing under the laws of the State of Nevada;

(d) The Administrative Agent's counsel shall have received payment in full of its reasonable fees and disbursements in connection with the preparation, negotiation, and closing of this Amendment and the other documents required to be delivered to it hereunder; and

(e) Each of the representations and warranties contained in Section 2 of this Amendment shall be true and correct in all material respects, it being understood that the foregoing materiality qualifier shall not apply to any representation that itself contains a materiality threshold.

#### **4. Miscellaneous.**

4.1. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

4.2. Each of the parties hereto hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in The City of New York for purposes of all legal proceedings arising out of or relating to this Amendment or the transactions contemplated hereby. Each of the parties hereto hereby irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Nothing in this Section 4.2 shall affect the right of any party hereto to bring any action or proceeding against any party hereto or its respective properties in the courts of other jurisdictions.

4.3. This Amendment may be executed in two or more counterparts thereof (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment to the fullest extent permitted by applicable law.

4.4. This Amendment will inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and permitted assigns.

4.5. The headings herein are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

4.6. Each of the parties hereto hereby waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort or otherwise among any of them arising out of, connected with, relating to or incidental to the relationship between them in connection with this Amendment. The provisions of this Section shall be continuing and shall survive any termination of the Agreement as amended hereby.

4.7. By its signature below, the Guarantor hereby confirms that its Limited Guaranty set forth in Article IX of the Agreement remains in full force and effect as of the date hereof.

***(Signature Page Follows)***

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

TSPC, INC., as Transferor

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

TRIMAS CORPORATION, individually, as Collection Agent

By: /s/ Robert J. Zalupski  
Name: Robert J. Zalupski  
Title: Vice President Finance, Corporate Development and Treasurer

TRIMAS COMPANY, LLC, individually, as Guarantor

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



WELLS FARGO BANK, NATIONAL ASSOCIATION, as a  
Purchaser, as LC Issuer and as Administrative Agent

By: /s/ Eero Maki  
Name: Eero Maki  
Title: Senior Vice President

ANNEX I  
EXHIBIT C  
FISCAL MONTHS  
FY 2013

2/3/2013
3/3/2013
3/31/2013
5/5/2013
6/2/2013
6/30/2013
8/4/2013
9/1/2013
9/30/2013
11/3/2013
12/1/2013
12/31/2013

FY 2014

[to be provided no later than 12/15/2013]

December 17, 2012

TSPC, Inc.  
c/o TriMas Corporation  
39400 Woodward Avenue  
Suite 130  
Bloomfield Hills, Michigan 48304  
Attn: Robert Zalupski

**AMENDED AND RESTATED FEE LETTER**

Ladies and Gentlemen:

This is the Fee Letter ("Fee Letter") referred to in the Amended and Restated Receivables Transfer Agreement dated as of September 15, 2011 (as amended, restated or otherwise modified from time to time, the "Agreement") by and among TSPC, INC., a Nevada corporation, as transferor (in such capacity, the "Transferor"), TRIMAS CORPORATION, a Delaware corporation, as Collection Agent, TRIMAS COMPANY LLC, a Delaware limited liability company, as Guarantor, the purchasers from time to time party thereto (each, a "Purchaser"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, individually as a Purchaser ("Wells Fargo") and as Administrative Agent (together with its successors in such latter capacity, the "Administrative Agent"). From and after the date hereof, this Fee Letter amends and restates that certain fee letter dated September 15, 2011 by and among the parties. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Agreement.

1. In addition to the legal, audit and other fees and expenses set forth in the Agreement and other amounts due to the Administrative Agent, the LC Issuer or the Purchaser(s) under the terms of the Agreement, the Transferor hereby agrees to pay the following fees in immediately available funds:

(a) on the date of this Fee Letter, a fully-earned and non-refundable upfront fee equal to 0.10% of the first \$90,000,000 of Wells Fargo's Commitment and 0.25% of the incremental \$15,000,000 of Wells Fargo's Commitment (collectively, the "Upfront Fees");

(b) for each Letter of Credit, on its date of issuance and on each date, if any, on which its expiry date is extended or its face amount is increased, the Transferor agrees to pay to each of the Purchasers, such Purchaser's Pro Rata Share of a fully earned and non-refundable fee equal to (i) a percentage equal to 99.9% of the Applicable Margin then in effect, multiplied by (ii) the face amount of such Letter of Credit (or, in the case of an increase in the face amount of such Letter of Credit, on the amount of such increase) multiplied by (iii) a fraction, the numerator of which shall be the actual number of days until such Letter of Credit's expiry date (or, in the case of an extension, the actual number of days from but excluding the initial expiry date to and including the extended expiry date), and the denominator of which shall be 360 days;

(c) if, at any time, there is more than one Purchaser, on each Monthly Payment Date, the Transferor agrees to pay to the LC Issuer, for its sole account, a fully earned and non-refundable fee for the month prior to the month most recently ended equal to 0.15% multiplied by the average daily face amount of all Letters of Credit outstanding for such calendar month (or portion thereof) then most recently ended (the "Fronting Fee"). The Fronting Fee shall be computed for actual days elapsed on the basis of a 360-day year, *provided, however*, with respect to the Termination Date, the Fronting Fee payable shall be equal to the Fronting Fee accrued for the actual number of days elapsed from and including the last day of the calendar month immediately preceding the most recent Monthly Payment Date to but excluding the Termination Date; and

(d) on each Monthly Payment Date, the Transferor agrees to pay to the each of the Purchasers, a fully earned and non-refundable fee for the month prior to the month most recently ended equal to 0.40% multiplied by the average daily difference between such Purchaser's Commitment and its Credit Exposure for the calendar month (or portion thereof) then most recently ended (the "Unused Fee"). The Unused Fee shall be computed for actual days elapsed on the basis of a 360-day year, *provided, however*, with respect to the Termination Date, the Unused Fee payable shall be equal to the Unused Fee accrued for the actual number of days elapsed from and including the last day of the calendar month immediately preceding the most recent Monthly Payment Date to but excluding the Termination Date.

2. As used in the Agreement, "Special Obligors" means (a) Lowe's Companies, Inc. and its Affiliates, Advance Stores Company, Inc., AutoZone, Inc., The PepBoys - Manny, Moe & Jack, a Pennsylvania corporation, and their Affiliates, (b) solely with respect to Receivables arising on or after June 26, 2011, Wal-Mart Stores, Inc. and its Affiliates, (c) solely with respect to Receivables arising on or after June 26, 2011, O'Reilly Automotive, Inc. and its Affiliates and (d) solely with respect to Receivables arising on or after October 31, 2012, Henkel Corporation, The Dial Corporation and their Affiliates. Subject to the approval of the Administrative Agent (such approval not to be unreasonably withheld), the term "Special Obligors" shall also include any entity reasonably requested by the Transferor.

3. As used in the Agreement, "Applicable Margin" means, for any Calculation Period, the percentage *per annum* set forth in the table below opposite the Excess Availability (hereinafter defined) for the second preceding Calculation Period:

<b>Excess Availability</b>	<b>Applicable Margin</b>
≤ 15%	1.35% <i>per annum</i>
> 15%	1.20% <i>per annum</i>

Each change in the Applicable Margin that results from a change in the Excess Availability shall take effect on the first day of the Calculation Period immediately following delivery of each Monthly Report; *provided, however*, that (i) if a Monthly Report is not delivered when due in accordance with the Agreement, then the highest Applicable Margin will apply until the first day of the calendar month after the appropriate Monthly Report is delivered; (ii) if any Monthly Report delivered proves to overstate the Excess Availability, the Applicable Margin shall be retroactively increased and the resulting incremental Discount shall be immediately due and payable; and (iii) if any Monthly Report delivered proves to understate the Excess Availability, the Applicable Margin shall be prospectively adjusted as of the first day of the calendar month in which a correct Monthly Report is delivered. As used herein, “Excess Availability” shall mean, on any date of determination and expressed as a percentage, (a) Availability, *divided* by (b) the lesser of (i) the Facility Limit and (ii) the Net Receivables Balance *minus* the Required Reserves

4. As used in the Agreement “Special Adjustment” means, for purposes of calculating the Dilution Ratio as of any Cut-Off Date on which the Receivables of a Special Obligor are not Excluded Receivables and are not Eligible Receivables, a reduction of the numerator of the Dilution Ratio by the total amount of decreases in outstanding principal balances of Receivables owing from such Special Obligor due to Dilution during the Calculation Period ending on such Cut-Off Date, and a reduction of the denominator by the aggregate sales to such Special Obligor generated by the Sellers during the Calculation Period ending three months prior to the Calculation Period ending on such Cut-Off Date.

5. Transferor acknowledges and agrees that in the event Administrative Agent is asked to provide its consent to the addition of a Purchaser to the Agreement, Administrative Agent may condition such consent on receipt of a reasonable and customary Administrative Agent's fee from Transferor in an amount to be negotiated by the parties.

**THIS FEE LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW.**

This Fee Letter may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same

agreement. Delivery of an executed counterpart of a signature page to this Fee Letter by facsimile shall be effective as delivery of a manually executed counterpart of a signature page hereto.

If the foregoing reflects our understanding, kindly execute the enclosed copy hereof any return it to the undersigned, whereupon this Fee Letter shall be binding upon you and us.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a  
Purchaser, as LC Issuer and as Administrative Agent

By: /s/ Eero Maki  
Name: Eero Maki  
Title: Senior Vice President

*Agreed to and accepted as of the date first above written:*

TSPC, INC.

By: /s/ Robert J. Zalupski

Name: Robert J. Zalupski

Title: Vice President and Treasurer



FOR IMMEDIATE RELEASE

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

**TRIMAS ANNOUNCES AMENDMENT OF ACCOUNTS RECEIVABLE FACILITY**  
*Company Achieves Further Improvement in Pricing and Terms*

**BLOOMFIELD HILLS, Michigan, December 20, 2012** - TriMas Corporation (NASDAQ: TRS) - a diversified global manufacturer of engineered and applied products - announced today that it entered into an amendment of its accounts receivable facility with Wells Fargo Bank, N.A. The amended facility has been extended until October 11, 2017 and provides committed funding of up to \$105 million.

The amended accounts receivable facility provides a source of liquidity for the Company at a cost of funds equal to three month LIBOR (currently approximately 0.30%) plus an applicable margin of 1.20% or 1.35%, depending on amounts drawn under the facility. This facility supersedes the Company's existing \$90 million accounts receivables facility, while improving pricing and extending the maturity an additional two years.

Mark Zeffiro, TriMas' chief financial officer, commented, "Following the recently completed refinance of our bank facilities, this is yet another step to enhance our liquidity and lower our cost of borrowings, while extending our maturity profile. The Company's continued strong financial performance and attractive financial markets have enabled us to again improve our financial flexibility and better position the Company for future growth. As with all aspects of our business, we are focused on continuous improvement that enhances profitability and shareholder value."

**Cautionary Notice Regarding Forward-looking Statements**

Any "forward-looking" statements contained herein, including those relating to market conditions or the Company's financial condition and results, expense reductions, liquidity expectations, business goals and sales growth, involve risks and uncertainties, including, but not limited to, risks and uncertainties with respect to general economic and currency conditions, various conditions specific to the Company's business and industry, liabilities imposed by the Company's debt instruments, market demand, competitive factors, supply constraints, material and energy costs, technology factors, litigation, government and regulatory actions, the Company's accounting policies, future trends, and other risks which are detailed in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011, and in the Company's Quarterly Reports on Form 10-Q. These risks and uncertainties may cause actual results to differ materially from those indicated by the forward-looking statements. All forward-looking statements made herein are based on information currently available, and the Company assumes no obligation to update any forward-looking statements.

**About TriMas**

Headquartered in Bloomfield Hills, Michigan, TriMas Corporation (NASDAQ: TRS) provides engineered and applied products for growing markets worldwide. TriMas is organized into six reportable segments: Packaging, Energy, Aerospace & Defense, Engineered Components, Cequent Asia Pacific and Cequent North America. TriMas has approximately 4,500 employees at more than 60 different facilities in 17 countries. For more information, visit [www.trimascorp.com](http://www.trimascorp.com).

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