

**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) **October 5, 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***First Supplemental Indenture*

On October 5, 2012, TriMas Corp. entered into a First Supplemental Indenture among TriMas Corp., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee (the "First Supplemental Indenture") in connection with TriMas Corp.'s cash tender offer for the 9.75% Senior Secured Notes due 2017 (the "Senior Notes"). Pursuant to the First Supplemental Indenture, certain restrictive covenants and other provisions contained in the indenture governing the Senior Notes (the "Proposed Amendments") will be eliminated or modified.

The foregoing description of the First Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the First Supplemental Indenture which is filed as Exhibit 4.1 to this Form 8-K and is incorporated herein by reference.

**Item 7.01 Regulation FD**

On October 3, 2012, TriMas Corp. issued a press release announcing that it has received tenders and certain-related consents from holders of \$176,501,000 in aggregate principal amount of the Senior Notes, representing approximately 88.3% of the outstanding Senior Notes. The full text of the press release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

TriMas Corp. is furnishing the information in this Item 7.01 of this Current Report on Form 8-K and in Exhibits 99.1 to comply with Regulation FD. Such information, including the accompanying Exhibit 99.1 shall not be deemed "filed" for any purpose, including for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section. The information in this Item 7.01 of this Current Report on Form 8-K, including the accompanying Exhibit 99.1 shall not be deemed incorporated by reference into any filing under the Exchange Act regardless of any general incorporation language in such filing.

**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>
4.1	First Supplemental Indenture dated as of October 5, 2012
99.1	Press Release issued by TriMas Corporation on October 3, 2012 (furnished solely for purposes of Item 7.01 of this Current Report on Form 8-K)

**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: October 11, 2012

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Vice President, General Counsel and Corporate Secretary

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (“*First Supplemental Indenture*”), dated as of October 5, 2012, among TriMas Corporation, a Delaware corporation (the “*Company*”), the Guarantors identified on the signature pages hereto (the “*Guarantors*”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “*Trustee*”).

WITNESSETH:

WHEREAS, the Company, the Guarantors and the Trustee have entered into an Indenture, dated as of December 29, 2009 (the “*Original Indenture*”), governing the Company’s 9¾% Senior Secured Notes due 2017 (the “*Notes*”);

WHEREAS, under Section 9.02 of the Original Indenture, the Company, the Guarantors and the Trustee may amend the Original Indenture with the consent of the Holders of at least a majority in principal amount of Notes then outstanding voting as a single class pursuant to the terms set forth therein;

WHEREAS, under Section 12.03(a)(4) all or substantially all of the Collateral may be released from the Liens securing the Notes with the consent of the Holders of at least 75% in principal amount of Notes then outstanding voting as a single class as permitted by Section 9.02;

WHEREAS, Holders of approximately 88.25% in principal amount of Notes outstanding voting as a single class have consented to the amendments set forth herein in connection with the tender offer and consent solicitation of the Company commencing on September 19, 2012, with respect to the Notes (the “*Tender Offer*”);

WHEREAS, the Company and the Guarantors desire to enter into this First Supplemental Indenture on the date set forth above for the purpose of making the amendments set forth herein, which amendments will become operative as set forth in Section 4 herein; and

WHEREAS, all other conditions and requirements necessary to make this First Supplemental Indenture a valid, binding and legal instrument of the Company and the Guarantors enforceable against them in accordance with its terms have been performed and fulfilled by the parties hereto, and the execution and delivery thereof have been in all respects duly authorized by the parties hereto.

NOW, THEREFORE, for and in consideration of the foregoing premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

1. **DEFINITIONS.** For all purposes of the Original Indenture and this First Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) *References.* The terms “herein,” “hereof” and other words of similar import refer to the Original Indenture and this First Supplemental Indenture as a whole and not to any particular article, section or other subdivision; and

(b) *Capitalized Terms.* All capitalized terms used in this First Supplemental Indenture but not defined herein shall have the meanings assigned to such terms in the Original Indenture.

2. **ELIMINATION AND AMENDMENT OF CERTAIN DEFINED TERMS IN ARTICLE I OF THE ORIGINAL INDENTURE.** From and as of the Operational Time (as defined in Section 4(b) of this First Supplemental Indenture), any defined terms appearing in Article 1 of the Original Indenture or elsewhere in the Original Indenture, and all references thereto, that are used solely in the sections, subsections or provisions of the Original Indenture deleted from the Original Indenture by virtue of Section 3 of this First Supplemental Indenture shall be deleted in their entirety from Section 1.01 of the Original Indenture.

3. **AMENDMENT OF CERTAIN PROVISIONS OF ARTICLES 3, 4, 5 AND 6 AND OTHER RELATED PROVISIONS OF THE ORIGINAL INDENTURE.**

(a) *Amendment of Section 3.09 of the Original Indenture.* From and as of the Operational Time (as defined in Section 4(b) of this First Supplemental Indenture), Section 3.09 of the Original Indenture shall be amended by deleting such section in its entirety, together with any references thereto in the Original Indenture.

(b) *Amendment of Article 4 of Original Indenture.* From and as of the Operational Time (as defined in Section 4(b) of this First Supplemental Indenture), Article 4 of the Original Indenture shall be amended by deleting Sections 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.14 and 4.15 in their entirety, together with any references thereto in the Original Indenture.

(c) *Amendment of Section 5.01 of Original Indenture.* From and as of the Operational Time (as defined in Section 4(b) of this First Supplemental Indenture), Section 5.01 of the Original Indenture shall be amended by:

- (i) Deleting clause (a)(3) and substituting “[Reserved.]” therefor;
- (ii) Deleting clause (a)(4) and substituting “[Reserved.]” therefor;
- (iii) Deleting clause (c)(1)(C) and substituting “[Reserved.]” therefor; and
- (iv) Deleting “; provided that after giving *pro forma* effect to such sale (including the application of the net proceeds therefrom) the Consolidated

Leverage Ratio of the Issuer would be no greater than 3.75 to 1.00” at the end of clause (e) in its entirety.

(d) Amendment of Article 6 of the Original Indenture. From and as of the Operational Time, Article 6 of the Original Indenture shall be amended by:

- (i) Deleting Sections 6.01(a)(3), (4), (5), (6), (7), (8) and (9) in their entireties, together with any references thereto in the Original Indenture;
- (ii) Adding “and” after “;” at the end of Section 6.01(1); and
- (iii) Deleting “;” at the end of Section 6.01(2) and substituting “.” therefor.

(e) Amendment of the Notes, Guarantees and Security Documents. From and as of the Operational Time, the Notes, the Guarantees and the Security Documents are amended to delete all provisions inconsistent with the Amendments to the Indenture made hereto. For the avoidance of doubt, in accordance with Section 12.03(a)(4) of the Indenture, all Collateral is hereby released from the Lien and security interest under the Indenture, the Notes, the Guarantees and the Security Documents and the Company and Guarantors shall have no further obligations with respect to the Notes under the Security Documents.

(f) Amendment of Additional Provisions of Original Indenture. From and as of the Operational Time, any and all additional provisions of the Original Indenture shall be deemed amended to reflect the intentions of the amendments provided for in this Section 3 and elsewhere herein.

#### 4. EFFECT OF FIRST SUPPLEMENTAL INDENTURE; OPERATION OF AMENDMENTS.

(a) Effect of First Supplemental Indenture. In accordance with Section 9.04 of the Original Indenture, upon the execution of this First Supplemental Indenture, the Original Indenture shall be modified in accordance herewith, and this First Supplemental Indenture shall form a part of the Original Indenture for all purposes; and every Holder of the Notes heretofore authenticated and delivered under the Original Indenture shall be bound hereby. Except as modified by this First Supplemental Indenture, the Original Indenture and the Notes, and the rights of the Holders of the Notes thereunder, shall remain unchanged and in full force and effect.

(b) Operation of Amendments. The provisions of this First Supplemental Indenture shall not become operative until the date and time (such date and time, the “Operational Time”) the Company notifies (in writing) D.F. King & Co., Inc., as tender agent for the Notes under the Tender Offer (the “Tender Agent”), that the Company has purchased all Notes that have been validly tendered and not validly withdrawn prior to the Consent Date pursuant to the Tender Offer. In the event the Company notifies (in writing) the Tender Agent that it has withdrawn or terminated the Tender Offer prior to the Operational Time, this First Supplemental Indenture shall be terminated

and be of no force or effect and the Original Indenture shall not be modified hereby. The Company shall promptly notify the Trustee in writing of any notice it gives to the Tender Agent.

5. **MATTERS CONCERNING THE TRUSTEE.** The Trustee accepts the trusts of the Original Indenture, as amended and supplemented by this First Supplemental Indenture, and agrees to perform the same, but only upon the terms and conditions set forth in the Original Indenture, as amended and supplemented by this First Supplemental Indenture, to which the parties hereto and the Holders from time to time of the Notes agree and, except as expressly set forth in the Original Indenture, as amended and supplemented by this First Supplemental Indenture, shall incur no liability or responsibility in respect thereof. Without limiting the generality of the foregoing, the recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness, and the Trustee makes no representation as to the validity or sufficiency of this First Supplemental Indenture or any consents thereto.

6. **RATIFICATION AND CONFIRMATION OF THE ORIGINAL INDENTURE.** Except as expressly amended hereby, the Original Indenture is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

7. **MISCELLANEOUS.**

(a) *Binding Effect.* All agreements of the Company in this First Supplemental Indenture shall be binding upon the Company's successors. All agreements of the Trustee in this First Supplemental Indenture shall be binding upon its successors.

(b) *Governing Law.* This First Supplemental Indenture shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of the State of New York.

(c) *Headings for Convenience of Reference.* The titles and headings of the sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

(d) *Counterparts.* This First Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but such counterparts shall constitute but one and the same agreement.

(e) *Severability.* In case any provision of this First Supplemental Indenture shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof or of the Original Indenture shall not in any way be affected or impaired thereby.

(f) Effect Upon Original Indenture. This First Supplemental Indenture shall form a part of Original Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

(signature page follows)

IN WITNESS WHEREOF, the Company and the Trustee have caused this First Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized as of the day and the year first above written.

COMPANY:

TRIMAS CORPORATION:

By: /s/ Joshua A. Sherbin

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Name: Joshua A. Sherbin

Title: Vice President & Secretary

EXISTING GUARANTORS:

ARMINAK & ASSOCIATES, LLC  
ARROW ENGINE COMPANY  
CEQUENT CONSUMER PRODUCTS, INC.  
CEQUENT PERFORMANCE PRODUCTS, INC.  
COMPAC CORPORATION  
INNOVATIVE MOLDING  
LAMONS GASKET COMPANY  
MONOGRAM AEROSPACE FASTENERS, INC.  
NI INDUSTRIES, INC.  
NORRIS CYLINDER COMPANY  
RIEKE-ARMINAK CORP.  
RIEKE CORPORATION  
RIEKE LEASING CO., INCORPORATED  
TRIMAS COMPANY LLC  
TRIMAS INTERNATIONAL HOLDINGS LLC

By: /s/ Joshua A. Sherbin

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Name: Joshua A. Sherbin

Title: Vice President & Secretary

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Trustee

By: /s/ L. Garcia

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Authorized Signatory



**FOR IMMEDIATE RELEASE**

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

**TRIMAS CORPORATION ANNOUNCES EARLY TENDER RESULTS OF ITS TENDER OFFER FOR ANY AND ALL OF ITS OUTSTANDING 9.75% SENIOR SECURED NOTES DUE 2017 AND CONSENT SOLICITATION**

**BLOOMFIELD HILLS, Michigan, October 3, 2012** – TriMas Corporation (NASDAQ: TRS) (the “Company”) announced today that as of 5:00 p.m., New York City time, on October 2, 2012 (the “Consent Date”), \$176,501,000 aggregate principal amount, representing 88.3% of the aggregate principal amount outstanding, of its 9.75% Senior Secured Notes due 2017 (the “Notes”) had been tendered along with the related consents in connection with its previously announced tender offer and consent solicitation. The tender offer and consent solicitation are being conducted pursuant to the Company’s Offer to Purchase and Consent Solicitation Statement (the “Statement”), dated September 19, 2012.

The Company has executed a supplemental indenture with respect to the indenture governing the Notes (the “Supplemental Indenture”), which will release all of the collateral securing the Notes and will eliminate or modify certain restrictive covenants and other provisions contained in the indenture governing the Notes (the “Proposed Amendments”). The Proposed Amendments will not become operative until all of the Notes that have been validly tendered and not withdrawn prior to the Consent Date have been purchased by the Company pursuant to the terms of the tender offer and consent solicitation.

Consummation of the tender offer, and payment for the tendered notes, is subject to the satisfaction or waiver of certain conditions described in the Statement, including (i) the condition that the Company has completed the execution and effectiveness of, and borrowing of funds necessary to complete the tender offer pursuant to, an amended and restated credit facility on terms and conditions satisfactory to the Company (the “Financing Condition”) and (ii) certain other customary conditions. The complete terms and conditions of the tender offer and consent solicitation are described in the Statement.

Subject to the satisfaction or waiver of the conditions to the tender offer and consent solicitation, all holders who validly tendered (and did not validly withdraw) their Notes prior to the Consent Date will receive the total consideration equal to \$1,154.14 per \$1,000 principal amount of Notes, which includes a consent payment of \$30.00 per \$1,000 principal amount of Notes. Subject to the satisfaction or waiver of the conditions to the tender offer and consent solicitation, holders of Notes tendered after the Consent Date but on or prior to the Expiration Date (as defined below) will receive the tender offer consideration equal to \$1,124.14 per \$1,000 principal amount of Notes.

In addition to the total consideration or tender offer consideration, as applicable, a holder whose Notes are accepted for purchase will receive accrued and unpaid interest from the last interest payment date on the Notes up to, but not including, the applicable payment date.

The tender offer will expire at 12:00 midnight, New York City time, on October 17, 2012, unless extended (such date and time, the “Expiration Date”). As the Withdrawal Time of 5:00 p.m., New York City time,

on October 2, 2012 has passed, previously tendered Notes can no longer be withdrawn, and holders who tender Notes after the Withdrawal Time will not have withdrawal rights.

Wells Fargo Securities, LLC is acting as exclusive dealer manager and solicitation agent for the tender offer and consent solicitation. The information agent and tender agent for the tender offer is D.F. King & Co., Inc. Questions regarding the tender offer and consent solicitation may be directed to Wells Fargo Securities, LLC at (866) 309-6316 (toll-free) or (704) 715-8341 (collect). Requests for the Statement and related documents may be directed to D.F. King & Co., Inc. at (800) 758-5880 (toll-free) or (212) 269-5550 (banks and brokers).

This press release shall not constitute an offer to purchase, or the solicitation of an offer to sell, nor shall there be any offer or sale of, any security in any jurisdiction in which such offer, solicitation, or sale would be unlawful. The tender offer and consent solicitation are being made solely pursuant to the Statement and the related Letter of Transmittal. None of the Company, Wells Fargo Securities, LLC or D.F. King & Co. makes any recommendation that the holders should tender, or refrain from tendering, all or any portion of the principal amount of their Notes pursuant to the tender offer or deliver, or refrain from delivering, any consent to the Proposed Amendments pursuant to the consent solicitation. Holders must make their own decision as to whether to tender their Notes and deliver the related consent.

#### **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, the Company's substantial leverage, 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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