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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 8-K
CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) July 5, 2005

TRIMAS CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

333-100351

38-2687639

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

39400 Woodward Avenue, Suite 130, Bloomfield Hills, Michigan

48304

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code (248) 631-5400

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 MATERIAL AGREEMENT.

Pursuant to an Amendment dated as of July 5, 2005 ("Amendment") to the Receivables Transfer Agreement dated as of June 6, 2002 (as amended, the "Agreement"), by and among TSPC, Inc. (as "Transferor"), TriMas Corporation (the "Company" as "Collection Agent"), TriMas Company, LLC (as "Guarantor"), certain parties as CP Conduit Purchasers, Committed Purchasers and Funding Agents and JPMorgan Chase Bank (as "Administrative Agent"), the parties amended the Agreement, on substantially similar or more favorable terms, and extended the expiration date from July 5, 2005 to December 31, 2007.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

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

Exhibit No.	Description
99.1	Amendment dated as of July 5, 2005 to the Agreement dated as of June 6, 2002.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TRIMAS CORPORATION

Date: July 5, 2005

By: /s/ Grant H. Beard

Name: Grant H. Beard
Title: Chief Executive Officer

AMENDMENT dated as of July 5, 2005 (this "Amendment") to the Receivables Transfer Agreement dated as of June 6, 2002, as amended June 3, 2005 (as amended or modified and in effect from time to time, the "Agreement"), by and among TSPC Inc., as Transferor, TRIMAS CORPORATION, INC., individually, as Collection Agent, TriMas Company, LLC, individually, as Guarantor under the Limited Guaranty set forth in Article IX thereto, the several commercial paper conduits identified on Schedule B thereto and their respective permitted successors and assigns (the "CP Conduit Purchasers"), the several financial institutions identified on Schedule B thereto as "Committed Purchasers" and their respective permitted successors and assigns (the "Committed Purchasers"), the agent bank set forth opposite the name of each CP Conduit Purchaser and Committed Purchaser on Schedule B thereto and its permitted successor and assign (the "Funding Agents"), and JPMORGAN CHASE BANK, N.A., f/k/a JPMorgan Chase Bank, as Administrative Agent for the benefit of the CP Conduit Purchasers, the Committed Purchasers and the Funding Agents.

In consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms used but not otherwise defined herein will have the meanings as defined in the Agreement.

SECTION 2. AMENDMENTS TO DEFINITIONS. The definition of Commitment Expiry Date set forth in Schedule A to the Agreement is hereby amended in its entirety to read as follows:

"Commitment Expiry Date" shall mean the earliest to occur of (i) the date on which all amounts due and owing to the CP Conduit Purchasers and the Committed Purchasers under the Receivables Transfer Agreement and the other Transaction Documents have been paid in full, (ii) the date on which the Aggregate Commitment has been reduced to zero pursuant to the Receivables Transfer Agreement, (iii) The Termination Date, and (iv) December 31, 2007.

SECTION 3. REPRESENTATIONS AND WARRANTIES. The representations and warranties of each party set forth in the Agreement shall be true and correct in all material respects, in each case on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respect as of such earlier date).

SECTION 4. GOVERNING LAW. This Amendment shall be governed by, and construed in accordance with the laws of the State of New York.

SECTION 5. COUNTERPARTS. This Amendment may be executed in counterparts, each of which will be an original, but all of which together will constitute a single agreement.

SECTION 6. AGREEMENT IN FULL FORCE AND EFFECT. Except as expressly amended hereby, the Agreement will continue in full force and effect in accordance with the provisions thereof as in existence on the date hereof. After the date of the effectiveness hereof, any reference to the Agreement will mean the Agreement as amended by this Amendment.

SECTION 7. CONDITIONS TO EFFECTIVENESS. This Amendment shall be effective as of the date hereof, upon satisfaction on or prior to the date hereof, of the following condition: this Amendment shall have been executed and delivered by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized officers as of the date hereof.

TSPC, INC., as Transferor

By: /s/ Robert J. Zalupski

Name: Robert J. Zalupski
Title: Vice President and Treasurer

TRIMAS CORPORATION, individually and as
Collection Agent

By: /s/ Robert J. Zalupski

Name: Robert J. Zalupski
Title: Vice President Finance and
Treasurer

TRIMAS COMPANY, LLC, individually and
as Guarantor

By: /s/ Robert J. Zalupski

Name: Robert J. Zalupski
Title: Vice President Finance and
Treasurer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: /s/ John Kuhns

Name: John Kuhns
Title: Vice President

PARK AVENUE RECEIVABLES COMPANY LLC

By: /s/ John Kuhns

Name: John Kuhns
Title: Authorized Signer

JPMORGAN CHASE BANK, N.A., as Committed
Purchaser for Park Avenue Receivables
Company LLC

By: /s/ John Kuhns

Name: John Kuhns
Title: Vice President

JPMORGAN CHASE BANK, N.A., as Funding
Agent for Park Avenue Receivables
Company LLC

By: /s/ John Kuhns

Name: John Kuhns
Title: Vice President

TSPC, Inc.
Hughes Center, Suite 460
3993 Howard Hughes Parkway
Las Vegas, NV 89109

July 1, 2005

JPMorgan Chase Bank, N.A.
as Administrative Agent
131 South Dearborn, Mail Suite IL1-1729
Chicago, Illinois 60603

J.P. Morgan Securities Inc.
131 South Dearborn, Mail Suite IL1-1729
Chicago, Illinois 60603

Re: TriMas Receivables Facility Amended and Restated Fee Letter

Ladies and Gentlemen:

Reference is hereby made to that certain Receivables Transfer Agreement, dated as of June 6, 2002, as amended June 3, 2005 (as amended, supplemented or otherwise modified and in effect from time to time, the "Receivables Transfer Agreement"), by and among TSPC, Inc., a Delaware corporation (the "Transferor"), TriMas Corporation, a Delaware corporation, individually (the "Parent"), as collection agent (in such capacity, the "Collection Agent") and TriMas Company, LLC ("TriMas LLC") as guarantor under the Limited Guaranty set forth in Article IX thereto (in such capacity, the "Guarantor"), the several commercial paper conduits identified on Schedule B thereto and their respective permitted successors and assigns (the "CP Conduit Purchasers"), the several financial institutions identified on Schedule B thereto and their respective permitted successors and assigns (the "Committed Purchasers"), the agent bank set forth opposite the name of each CP Conduit Purchaser and Committed Purchaser on Schedule B thereto and its permitted successor and assign (the "Funding Agent" with respect to the CP Conduit Purchasers and Committed Purchasers) and JPMorgan Chase Bank, N.A., f/k/a JPMorgan Chase Bank, as Administrative Agent (in such capacity, the "Administrative Agent") for the benefit of the CP Conduit Purchasers and the Committed Purchasers. Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Receivables Transfer Agreement.

In connection with the transactions contemplated by the Receivables Transfer Agreement, and the other Facility Documents, the parties hereto hereby agree as follows:

1. (a) Program Fee

Upfront Fee - On the date hereof, the Transferor hereby agrees to pay to the Administrative Agent, for the benefit of each Committed Purchaser a one time fee (the "Upfront Fee"), in an aggregate amount equal to the product of (a) 0.30%, and (b) the total of the Commitments of the Committed Purchasers.

Used Fee - From the date hereof up to the occurrence of a Termination Date the Transferor hereby agrees to pay to the Administrative Agent, for the benefit of the CP Conduit Purchasers, a used fee (the "Used Fee") for each Settlement Period payable on each Settlement Date (or if such day is not a Business Day, the next succeeding Business Day), in an amount equal to the product of (a) the average daily Net Investment during the related Settlement Period, computed on the basis of the actual number of days elapsed in such Settlement Period in a year of 360 days, and (b) the Applicable Used Fee Percentage. The Applicable Used Fee Percentage for a given Settlement Period shall be based upon the Applicable Leverage Ratio (as defined herein). The Applicable Leverage Ratio calculated will fall into one of five classes in the first column of Exhibit A hereto (the "Operative Row"), and the Applicable Used Fee Percentage shall be in the Used Fee Percentage column on Exhibit A in the Operative Row.

Unused Fee - From the date hereof up to the occurrence of a Termination

Date, the Transferor hereby agrees to pay to the Administrative Agent, for the benefit of the CP Conduit Purchasers or the Committed Purchasers, as applicable, an unused fee (the "Unused Fee") for each Settlement Period payable on each Settlement Date (or if such day is not a Business Day, the next succeeding Business Day), in an amount equal to the product of (a) the difference between (i) the average daily Aggregate Commitment and (ii) the average daily Net Investment during the related Settlement Period, computed on the basis of the actual number of days elapsed in such Settlement Period in a year of 360 days, and (b) the Applicable Unused Fee Percentage. The Applicable Unused Fee Percentage for a given Settlement Period shall be based upon the Applicable Leverage Ratio. The Applicable Unused Fee Percentage shall be in the Unused Fee Percentage column on Exhibit A in the Operative Row.

"Applicable Leverage Ratio" - means for purposes of calculating each of the Applicable Used Fee Percentage and the Applicable Unused Fee Percentage, the Leverage Ratio (as defined in the Credit Agreement) which shall be determined as of the end of each fiscal quarter of Transferor's fiscal year based upon Parent's consolidated financial statements delivered pursuant to Section 5.01(a)(i) or (ii) of the Receivables Transfer Agreement; and each change in the Used Fee

Percentage and the Unused Fee Percentage resulting from a change in the Leverage Ratio shall be effective during the period commencing on and including the date of delivery to the Administrative Agent of such consolidated financial statements indicating such change and ending on the date immediately preceding the effective date of the next such change; provided that the Leverage Ratio shall be deemed to be "> 4.25" (A) at any time that a Termination Event has occurred and is continuing or (B) if Transferor or the Parent fails to deliver the consolidated financial statements required to be delivered by it pursuant to Section 5.01(a)(i) or (ii), during the period from the expiration of the time for delivery thereof until such consolidated financial statements are delivered.

(b) Amendment / Waiver Fee

So long as JPMorgan Chase Bank, N.A., or an Affiliate is a Funding Agent under the Receivables Transfer Agreement, and JPMorgan Chase Bank, N.A., or an Affiliate, is also the Administrative Agent under the Credit Agreement, if (i) any amendment or waiver is granted under the Credit Agreement by the Lenders (as defined therein, hereinafter "Lenders") which has the net effect of waiving or amending Section 7.01(m) of the Receivables Transfer Agreement, which, without such amendment or waiver would have resulted in the occurrence of a Potential Termination Event or Termination Event, and (ii) any remuneration, including a fee, is paid to the Lenders for such amendment or waiver under the Credit Agreement, then a proportionate fee shall be concurrently paid to the Funding Agents, on behalf of each CP Conduit Purchaser and each Committed Purchaser.

2. Payment or Reimbursement of Miscellaneous Expenses.

The Transferor hereby agrees to pay (or to reimburse the Administrative Agent, any CP Conduit Purchaser, any Committed Purchaser or any Funding Agent if the Administrative Agent, such CP Conduit Purchaser, such Committed Purchaser or such Funding Agent has previously paid) all expenses (including, without limitation, reasonable attorneys', accountants', rating agencies' and other third parties' fees and expenses, any filing fees and expenses incurred by officers or employees of the Administrative Agent, the CP Conduit Purchasers, the Committed Purchasers and/or the Funding Agents) incurred by or on behalf of the Administrative Agent, the CP Conduit Purchasers, the Committed Purchasers and the Funding Agents.

3. Miscellaneous.

(a) This letter agreement is the Fee Letter specified in the Receivables Transfer Agreement, amends and restates in its entirety that certain Fee Letter dated June 6, 2002, and shall be entitled to all of the rights and the benefits, and

subject to all of the limitations and restrictions of, the Receivables Transfer Agreement as is such rights, benefits, limitations and restrictions were set forth herein in their entirety. Notwithstanding the foregoing, the Program Fee as defined in and due and owing under the June 6, 2002 Fee Letter for the Settlement Period ending June 30, 2005, shall survive the termination of the June 6, 2002 Fee Letter and shall be due and

owing hereunder on the July 2005 Settlement Date.

(b) This letter agreement may be executed in any number of counterparts, each of which, taken together, shall constitute one and the same agreement.

(c) No amendment, modification or waiver of any provision of this letter agreement shall be effective without the written agreement of each of the parties hereto. Any waiver or consent shall be effective only in the specific instance and for the specified purpose for which given.

(d) This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

If you are in agreement with the foregoing, kindly indicate your consent in the space provided below.

TSPC, Inc.
as Transferor

by: /s/ Robert J. Zalupski

Name: Robert J. Zalupski
Title: Vice President and Treasurer

Accepted and agreed as of the
date first above written:

JPMorganChase Bank, N.A.
as Administrative Agent

by: /s/ John Kuhns

Name: John Kuhns
Title: Vice President

J.P. Morgan Securities Inc.

by: /s/ John Kuhns

Name: John Kuhns
Title: Vice President

Park Avenue Receivables Company LLC

by: /s/ John Kuhns

Name: John Kuhns
Title: Authorized Signer

JPMorgan Chase Bank, N.A.
as Committed Purchaser for Park Avenue Receivables Company LLC

by: /s/ John Kuhns

Name: John Kuhns
Title: Vice President

JPMorgan Chase Bank, N.A.
as Funding Agent for Park Avenue Receivables Company LLC

by: /s/ John Kuhns

Name: John Kuhns
Title: Vice President

Exhibit A

<TABLE>

Leverage Ratio (as defined in the Credit Agreement)	Unused Fee Percentage (per annum)	Used Fee Percentage (per annum)
< = 3.00	0.350%	0.750%
> 3.00 and < = 3.50	0.400%	0.825%
> 3.50 and < = 4.00	0.450%	0.950%
> 4.00 and < = 4.25	0.500%	1.150%
> 4.25	0.500%	1.350%

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