

**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) **January 4, 2008**

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 1.01. Entry into Material Agreement.

On December 31, 2007, TSPC, Inc., as Transferor, TriMas Corporation, as Collection Agent, TriMas Company LLC, as Guarantor, and JPMorgan Chase Bank, N.A. as Administrative Agent, amended the Receivables Transfer Agreement ("Agreement") dated as of June 6, 2002, as amended June 3, 2005 and July 5, 2005 (as amended, the "Amended Agreement"). The Amended Agreement extends the Commitment Expiry Date (all capitalized terms are defined in the Amended Agreement) to February 29, 2008. The Amended Agreement updates the Schedule of CP Conduit Purchasers, Committed Purchasers and Funding Agents, and reduces the commitments of the Committed Purchasers to \$ 75,000,000.00.

The description set forth above is qualified by the amendment dated December 31, 2007 filed herewith as exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

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

Exhibit No.	Description
99.1	Amendment dated as of December 31, 2007 to the Amended Agreement dated as of June 6, 2002, as amended June 3, 2005 and July 5, 2005.

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: January 4, 2008

By: /s/ E. R. Autry
Name: E. R. Autry
Title: Chief Financial Officer

AMENDMENT dated as of December 31, 2007 (this "Amendment") to the Receivables Transfer Agreement dated as of June 6, 2002, as amended June 3, 2005 and July 5, 2005 (as amended or modified and in effect from time to time, the "Agreement"), by and among TSPC, INC., as Transferor (the "Transferor"), TRIMAS CORPORATION, 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 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 (the "Administrative Agent").

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) February 29, 2008.

SECTION 3. **Amendment to Schedule of CP Conduit Purchasers, Committed Purchasers and Funding Agents.** Schedule B to the Agreement is hereby replaced with Schedule B to this Amendment.

SECTION 4. **Reduction of Commitments; Waiver of Written Notice.** The Transferor hereby reduces the Commitments of the Committed Purchasers to \$75,000,000. The written notice requirement set forth in Section 2.07 of the Agreement is hereby waived solely with respect to such reduction.

SECTION 5. **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 6. **Governing Law.** This Amendment shall be governed by, and construed in accordance with the laws of the State of New York.

SECTION 7. **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 8. **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 9. **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 and Treasurer

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

By: /s/ Cathleen D. Dettling
Name: Cathleen D. Dettling
Title: Vice President

PARK AVENUE RECEIVABLES COMPANY LLC

By: JPMorgan Chase Bank, N.A., its Attorney-In-Fact

By: /s/ Cathleen D. Dettling
Name: Cathleen D. Dettling
Title: Vice President

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

By: /s/ Cathleen D. Dettling
Name: Cathleen D. Dettling
Title: Vice President

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

By: /s/ Cathleen D. Dettling
Name: Cathleen D. Dettling
Title: Vice President

SCHEDULE B

Schedule of CP Conduit Purchasers,
Committed Purchasers and Funding Agents

CP CONDUIT PURCHASERS:

Park Avenue Receivables Company LLC
10 S. Dearborn Street
Chicago, IL 60603
Suite IL1-0079
Attention: PARCO Funding Manager
Telephone: 312-732-7206
Telecopy: 312-732-1844
E-mail: ABS.Treasury.Dept@jpmorgan.com

CP Conduit Funding Limit: \$ 75,000,000

COMMITTED PURCHASERS:

JPMorgan Chase Bank, as Committed Purchaser for Park Avenue Receivables Company LLC
10 S. Dearborn Street
Chicago, IL 60603
Suite IL1-1729
Attention: Account Manager
Telephone: 312-732-4984
Telecopy: 312-732-3600

E-mail: abf.portfolio.management@jpmorgan.com

FUNDING AGENTS:

JPMorgan Chase Bank, as Funding Agent for Park Avenue Receivables Company LLC
10 S. Dearborn Street
Chicago, IL 60603
Suite IL1-0079
Attention: ABS Treasury Department
Telephone: 312-732-7206
Telecopy: 312-732-1844
E-mail: ABS.Treasury.Dept@jpmorgan.com
